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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): September 28, 2026

Grand Canyon Education, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other Jurisdiction of
Incorporation)

001-34211
(Commission File Number)

20-3356009
(IRS Employer Identification No.)

2600 W. Camelback Road
Phoenix, Arizona
(Address of Principal Executive Offices)

85017
(Zip Code)

Registrant's telephone number, including area code: **(602) 247-4400**

(Former name or former address if changed since last report.)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	LOPE	Nasdaq Global Select Market

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

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement.

Credit Agreement

On September 28, 2026, Grand Canyon Education, Inc. (“GCE” or the “Company”) entered into a Revolving Credit Facility Credit Agreement, dated as of September 28, 2026 (the “Credit Agreement”), among GCE, as borrower, Orbis Education Services, LLC, a wholly owned subsidiary of GCE (“Orbis Education”), as guarantor, the lenders party thereto, and Zions Bancorporation, N.A. dba National Bank of Arizona, as administrative agent and lead arranger (the “Administrative Agent”). The Credit Agreement provides for a \$100.0 million five-year senior secured revolving credit facility (the “Revolving Credit Facility”), including a \$10.0 million sublimit for the issuance of letters of credit.

The Company intends to use borrowings under the Revolving Credit Facility primarily to fund repurchases of its common stock under its board-approved stock repurchase program, as well as for other general corporate purposes. All borrowings under the Revolving Credit Facility are subject to the satisfaction of customary conditions, including the absence of a default and the accuracy of representations and warranties.

Under the Credit Agreement, GCE may request incremental revolving credit commitments in an aggregate amount of up to \$100.0 million, in minimum increments of \$10.0 million, such that total commitments under the Revolving Credit Facility, after giving effect to any such increase, would not exceed \$200.0 million. Any such increase is subject to obtaining commitments from existing or new lenders and the satisfaction of certain conditions, including pro forma compliance with the financial covenants.

The Revolving Credit Facility matures on the fifth anniversary of the closing date, at which time GCE must repay the aggregate principal amount of all revolving loans then outstanding, together with accrued interest.

Loans under the Revolving Credit Facility bear interest at a rate per annum equal to one-month Term SOFR (subject to a 0.00% floor) plus an applicable margin ranging from 1.50% to 2.00% per annum, based on GCE’s consolidated leverage ratio. Interest is payable monthly. Upon the occurrence and during the continuance of an event of default, the interest rate on the loans and letter of credit fees may be increased by 2.00% per annum, and other overdue obligations bear interest at the applicable rate plus 3.00% per annum. GCE paid a commitment fee at closing and is required to pay a quarterly unused fee of 0.0625% on the unused portion of the revolving credit commitments, as well as letter of credit fees of 2.00% and letter of credit fronting fees of 0.125% on the amount available to be drawn under outstanding letters of credit.

GCE may voluntarily prepay loans under the Revolving Credit Facility in whole or in part at any time without premium or penalty, subject to minimum amounts and customary breakage costs. GCE is required to make mandatory prepayments with the net proceeds of certain asset sales, subject to GCE’s right to reinvest such proceeds within twelve months.

The obligations under the Credit Agreement are guaranteed by each of GCE’s direct and indirect material subsidiaries (other than excluded subsidiaries), which currently consists solely of Orbis Education, pursuant to a Guaranty Agreement, dated as of September 28, 2026 (the “Guaranty Agreement”). The obligations under the Credit Agreement and the Guaranty Agreement are secured by liens on substantially all of the personal property of GCE and the guarantor pursuant to a Security Agreement, dated as of September 28, 2026 (the “Security Agreement”), a Pledge Agreement, dated as of September 28, 2026 (the “Pledge Agreement”), pursuant to which GCE and the guarantor pledged the equity interests of their subsidiaries as described therein, and an intellectual property security agreement, in each case in favor of the Administrative Agent for the benefit of the secured parties.

The Credit Agreement contains customary affirmative and negative covenants that, among other things, limit the ability of GCE and its subsidiaries to incur additional indebtedness; create liens; make investments; pay dividends or make other restricted payments, including repurchases of GCE’s common stock (which are permitted so long as no default exists and GCE remains in compliance with the financial covenants); consummate mergers, acquisitions and dispositions of assets; and enter into certain transactions with affiliates. The Credit Agreement also requires GCE to maintain a minimum consolidated fixed charge coverage ratio of 1.10 to 1.00 and a maximum consolidated leverage ratio of 2.00 to 1.00, each tested quarterly on a trailing four-quarter basis, limits capital expenditures to \$50.0 million in any fiscal year, and requires GCE to maintain the Administrative Agent as its primary depository bank.

Events of default under the Credit Agreement include customary events such as nonpayment, material inaccuracy of representations and warranties, covenant breaches, a cross-default to other indebtedness exceeding \$5.0 million, final judgments exceeding \$5.0 million, insolvency and bankruptcy events, a change of control (as defined therein), and the occurrence of a material adverse change. In addition, an event of default under the Credit Agreement occurs upon the amendment of, or a default under, GCE’s master services agreement with Grand Canyon University that would result in a material adverse change, or the delisting of GCE’s common stock. Upon the occurrence of an event of default, the Administrative Agent may, among other things, terminate the commitments and declare all outstanding obligations immediately due and payable.

The foregoing descriptions of the Credit Agreement, the Guaranty Agreement, the Security Agreement and the Pledge Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, copies of which are filed as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

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

The disclosure required by this item is included in Item 1.01 above and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

- 10.1* [Revolving Credit Facility Credit Agreement, dated as of September 28, 2026, by and among Grand Canyon Education, Inc., as borrower, the guarantors party thereto, the lenders party thereto, and Zions Bancorporation, N.A. dba National Bank of Arizona, as administrative agent and lead arranger.](#)
- 10.2* [Guaranty Agreement, dated as of September 28, 2026, by Orbis Education Services, LLC in favor of Zions Bancorporation, N.A. dba National Bank of Arizona, as administrative agent.](#)
- 10.3* [Security Agreement, dated as of September 28, 2026, by and among Grand Canyon Education, Inc., Orbis Education Services, LLC and Zions Bancorporation, N.A. dba National Bank of Arizona, as administrative agent.](#)
- 10.4* [Pledge Agreement, dated as of September 28, 2026, by and among Grand Canyon Education, Inc., Orbis Education Services, LLC and Zions Bancorporation, N.A. dba National Bank of Arizona, as administrative agent.](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted schedule or exhibit to the Securities and Exchange Commission upon request.

SIGNATURES

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

GRAND CANYON EDUCATION, INC.

Date: October 1, 2026

By: /s/ Brian E. Mueller

Brian E. Mueller

Chief Executive Officer

\$100,000,000 REVOLVING CREDIT FACILITY

CREDIT AGREEMENT

by and among

GRAND CANYON EDUCATION, INC.

and

THE GUARANTORS PARTY HERETO

and

THE LENDERS PARTY HERETO

and

**ZIONS BANCORPORATION, N.A. DBA NATIONAL BANK OF ARIZONA,
as Administrative Agent and Lead Arranger**

Dated as of September 28, 2026

TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE 1 CERTAIN DEFINITIONS</u>	<u>1</u>
<u>1.1 Certain Definitions</u>	<u>1</u>
<u>1.2 Construction</u>	<u>30</u>
<u>1.3 Accounting Principles; Changes in GAAP</u>	<u>30</u>
<u>ARTICLE 2 REVOLVING CREDIT FACILITY</u>	<u>31</u>
<u>2.1 Revolving Credit Commitments</u>	<u>31</u>
<u>2.2 Nature of Lenders' Obligations with Respect to Revolving Credit Loans</u>	<u>31</u>
<u>2.3 Commitment Fee; Unused Fee</u>	<u>31</u>
<u>2.4 Termination or Reduction of Revolving Credit Commitments</u>	<u>32</u>
<u>2.5 Revolving Credit Loan Requests</u>	<u>32</u>
<u>2.6 Making Revolving Credit Loans; Presumptions by the Administrative Agent; Repayment of Revolving Credit Loans;</u>	<u>32</u>
<u>2.7 Notes</u>	<u>33</u>
<u>2.8 Letter of Credit Subfacility</u>	<u>33</u>
<u>2.9 Defaulting Lenders</u>	<u>40</u>
<u>2.10 Incremental Loans</u>	<u>43</u>
<u>ARTICLE 3 INTEREST RATES</u>	<u>45</u>
<u>3.1 Interest Rates</u>	<u>45</u>
<u>3.2 Conforming Changes Relating to the Term SOFR Rate</u>	<u>45</u>
<u>3.3 Interest After Default</u>	<u>45</u>
<u>3.4 Interest Rate Not Ascertainable</u>	<u>46</u>
<u>ARTICLE 4 PAYMENTS; TAXES; YIELD MAINTENANCE</u>	<u>47</u>
<u>4.1 Payments</u>	<u>47</u>
<u>4.2 Voluntary Prepayments</u>	<u>47</u>
<u>4.3 Mandatory Prepayments – Sale of Assets</u>	<u>48</u>
<u>4.4 Pro Rata Treatment of Lenders</u>	<u>48</u>
<u>4.5 Sharing of Payments by Lenders</u>	<u>48</u>
<u>4.6 Administrative Agent's Clawback</u>	<u>49</u>
<u>4.7 Interest Payment Dates</u>	<u>50</u>
<u>4.8 Increased Costs</u>	<u>50</u>
<u>4.9 Taxes</u>	<u>51</u>

TABLE OF CONTENTS (continued)

	Page
4.10 Indemnity	55
4.11 Settlement Date Procedures	55
4.12 Cash Collateral	56
4.13 Replacement of a Lender	57
4.14 Designation of a Different Lending Office	57
ARTICLE 5 REPRESENTATIONS AND WARRANTIES	58
5.1 Organization and Qualification; Power and Authority; Compliance With Laws; Title to Properties; Event of Default	58
5.2 Borrower; Subsidiaries and Owners; Investment Companies	58
5.3 Validity and Binding Effect	59
5.4 No Conflict; Material Agreements; Consents	59
5.5 Litigation	59
5.6 Financial Statements	59
5.7 Accuracy of Financial Statements	60
5.8 Margin Stock	60
5.9 Full Disclosure	60
5.10 Taxes	61
5.11 Patents, Trademarks, Copyrights, Licenses, Etc	61
5.12 Liens in the Collateral	61
5.13 Insurance	61
5.14 ERISA Compliance	61
5.15 Environmental Matters	62
5.16 Solvency	63
5.17 Sanctions; International Trade, Anti-Money Laundering and Anti-Corruption Laws	63
ARTICLE 6 CONDITIONS OF LENDING AND ISSUANCE OF LETTERS OF CREDIT	64
6.1 Initial Loans and Letters of Credit	64
6.2 Each Loan or Letter of Credit	66
ARTICLE 7 AFFIRMATIVE COVENANTS	66
7.1 Preservation of Existence, Etc	66
7.2 Payment of Liabilities, Including Taxes, Etc	66
7.3 Maintenance of Insurance	67

TABLE OF CONTENTS (continued)

	Page
<u>7.4 Maintenance of Properties and Leases</u>	<u>67</u>
<u>7.5 Inspection Rights</u>	<u>67</u>
<u>7.6 Keeping of Records and Books of Account</u>	<u>67</u>
<u>7.7 Compliance with Laws; Use of Proceeds</u>	<u>67</u>
<u>7.8 Additional Subsidiaries; Further Assurances</u>	<u>68</u>
<u>7.9 Sanctions; International Trade, Anti-Money Laundering, and Anti-Corruption Laws</u>	<u>69</u>
<u>7.10 Keepwell</u>	<u>69</u>
<u>7.11 Reporting Requirements</u>	<u>70</u>
<u>7.12 Certificates; Notices; Additional Information</u>	<u>70</u>
<u>7.13 Primary Deposit Relationship</u>	<u>72</u>
<u>ARTICLE 8 NEGATIVE COVENANTS</u>	<u>72</u>
<u>8.1 Indebtedness</u>	<u>72</u>
<u>8.2 Liens</u>	<u>73</u>
<u>8.3 Loans and Investments</u>	<u>73</u>
<u>8.4 Dividends and Related Distributions</u>	<u>74</u>
<u>8.5 Liquidations, Mergers, Consolidations, Acquisitions</u>	<u>74</u>
<u>8.6 Dispositions of Assets or Subsidiaries</u>	<u>74</u>
<u>8.7 Affiliate Transactions</u>	<u>75</u>
<u>8.8 Subsidiaries, Partnerships and Joint Ventures</u>	<u>75</u>
<u>8.9 Continuation of or Change in Business</u>	<u>75</u>
<u>8.10 Fiscal Year</u>	<u>75</u>
<u>8.11 Changes to Material Documents</u>	<u>75</u>
<u>8.12 Capital Expenditures and Leases</u>	<u>75</u>
<u>8.13 Minimum Consolidated Fixed Charge Coverage Ratio</u>	<u>75</u>
<u>8.14 Maximum Consolidated Leverage Ratio</u>	<u>75</u>
<u>8.15 Limitation on Negative Pledges and Restrictive Agreements</u>	<u>75</u>
<u>8.16 Agreements Restricting Dividends</u>	<u>76</u>
<u>8.17 Sanctions; International Trade, Anti-Money Laundering and Anti-Corruption Laws</u>	<u>76</u>
<u>8.18 Distribution of Proceeds of Loans</u>	<u>76</u>
<u>ARTICLE 9 DEFAULT</u>	<u>76</u>
<u>9.1 Events of Default</u>	<u>76</u>

TABLE OF CONTENTS (continued)

	Page
9.2 Consequences of Event of Default	79
9.3 Application of Proceeds	80
ARTICLE 10 THE ADMINISTRATIVE AGENT	82
10.1 Appointment and Authority	82
10.2 Rights as a Lender	82
10.3 Exculpatory Provisions	82
10.4 Reliance by Administrative Agent	83
10.5 Delegation of Duties	84
10.6 Resignation of Administrative Agent	85
10.7 Non-Reliance on Administrative Agent and Other Lenders	86
10.8 No Other Duties, Etc	86
10.9 Administrative Agent's Fee	86
10.10 Administrative Agent May File Proofs of Claim	86
10.11 Collateral and Guaranty Matters	87
10.12 No Reliance on Administrative Agent's Customer Identification Program	88
10.13 Lender Provided Interest Rate Hedges, Lender Provided Foreign Currency Hedges and Other Lender Provided Financial Service Products	88
10.14 Certain ERISA Matters	88
10.15 Erroneous Payments	89
ARTICLE 11 MISCELLANEOUS	92
11.1 Modifications, Amendments or Waivers	92
11.2 No Implied Waivers; Cumulative Remedies	94
11.3 Expenses; Indemnity; Damage Waiver	94
11.4 Holidays	96
11.5 Notices; Effectiveness; Electronic Communication	96
11.6 Severability	98
11.7 Duration; Survival	98
11.8 Successors and Assigns	99
11.9 Confidentiality	103
11.10 Counterparts; Integration; Effectiveness; Electronic Execution	104
11.11 CHOICE OF LAW; SUBMISSION TO JURISDICTION; WAIVER OF VENUE; SERVICE OF PROCESS; WAIVER OF JURY TRIAL	105
11.12 Mutual Negotiations	106

TABLE OF CONTENTS (continued)

	Page
<u>11.13 Acknowledgement and Consent to Bail-In of Affected Financial Institutions</u>	<u>106</u>
<u>11.14 USA PATRIOT Act Notice</u>	<u>106</u>
<u>11.15 Acknowledgement Regarding Any Supported QFCs</u>	<u>107</u>

LIST OF SCHEDULES AND EXHIBITS

SCHEDULES

SCHEDULE 1.1(B)	-	COMMITMENTS OF LENDERS AND ADDRESSES FOR NOTICES
SCHEDULE 1.1(D)	-	PERMITTED LIENS
SCHEDULE 5.2	-	SUBSIDIARIES
SCHEDULE 5.15	-	ENVIRONMENTAL DISCLOSURES
SCHEDULE 8.1	-	EXISTING INDEBTEDNESS

EXHIBITS

EXHIBIT A	-	ASSIGNMENT AND ASSUMPTION AGREEMENT
EXHIBIT B	-	REVOLVING CREDIT NOTE
EXHIBIT C	-	LOAN REQUEST
EXHIBIT D-1	-	U.S. TAX COMPLIANCE CERTIFICATE (For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)
EXHIBIT D-2	-	U.S. TAX COMPLIANCE CERTIFICATE (For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)
EXHIBIT D-3	-	U.S. TAX COMPLIANCE CERTIFICATE (For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)
EXHIBIT D-4	-	U.S. TAX COMPLIANCE CERTIFICATE (For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)
EXHIBIT E	-	COMPLIANCE CERTIFICATE

CREDIT AGREEMENT

THIS CREDIT AGREEMENT is dated as of September 28, 2026 and is made by and among **GRAND CANYON EDUCATION, INC.**, a Delaware corporation (the “Borrower”), the GUARANTORS (as hereinafter defined), the LENDERS (as hereinafter defined), and **ZIONS BANCORPORATION, N.A., DBA NATIONAL BANK OF ARIZONA**, in its capacity as the Administrative Agent (as hereinafter defined).

The Borrower has requested the Lenders provide a revolving credit facility to the Borrower in an aggregate principal amount not to exceed \$100,000,000 (the “Revolving Credit Facility”), together with an accordion feature pursuant to which the Borrower may request incremental revolving credit commitments in an aggregate amount not to exceed \$100,000,000 (such that total commitments under the Revolving Credit Facility, after giving effect to any such increase, shall not exceed \$200,000,000), as more fully described in Section 2.10. In consideration of their mutual covenants and agreements hereinafter specified and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

ARTICLE 1 CERTAIN DEFINITIONS

1.1 Certain Definitions. In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings, respectively, unless the context hereof clearly requires otherwise: “Acquisition” means any transaction, or any series of related transactions, by which any Loan Party or any of its Subsidiaries (a) acquires any ongoing business or all or substantially all of the assets of any firm, corporation or limited liability company, or division thereof, whether through purchase of assets, merger or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the securities of a corporation which have ordinary voting power for the election of directors (other than securities having such power only by reason of the happening of a contingency) or a majority (by percentage or voting power) of the outstanding ownership interests of a partnership or limited liability company.

“Adjusted Term SOFR Rate” means the rate *per annum* equal to (a) the greater of (i) Term SOFR and (ii) the SOFR Floor *plus* (b) the Applicable Margin.

“Administrative Agent” means NBAZ, in its capacity as administrative agent hereunder, or any successor administrative agent.

“Administrative Agent’s Fee” means as specified in Section 10.9.

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

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

“Affiliate” means, with respect to a specified Person, another Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agent Parties” means as is specified in Section 10.5(d)(ii).

“Agreement” shall mean this Credit Agreement, as the same may be amended, supplemented, modified or restated from time to time, including all schedules and exhibits.

“Anti-Corruption Laws” means (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended; (b) the U.K. Bribery Act 2010, as amended; and (c) any other applicable Law relating to anti-bribery or anti-corruption in any jurisdiction in which any Loan Party is located or doing business.

“Anti-Money Laundering Laws” means (a) the Bank Secrecy Act and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, each as amended; (b) the U.K. Proceeds of Crime Act 2002, the Money Laundering Regulations 2017 and the Terrorist Asset-Freezing Act 2010, each as amended; and (c) any other applicable Law relating to anti-money laundering and countering the financing of terrorism and related financial record keeping and reporting requirements in any jurisdiction in which any Loan Party is located or doing business.

“Applicable Margin” means the corresponding percentages *per annum* as specified under and in accordance with the terms set forth below, based on the Consolidated Leverage Ratio:

Level	Consolidated Leverage Ratio	Applicable Margin
I	$\leq 1.00:1.00$	1.50%
II	$> 1.00:1.00$ but $\leq 1.50:1.00$	1.75%
III	$> 1.50:1.00$	2.00%

For purposes of determining the Applicable Margin:

(a) The Applicable Margin shall be determined on the Closing Date based on the Consolidated Leverage Ratio computed on such date pursuant to a Compliance Certificate to be delivered on the Closing Date.

(b) The Applicable Margin shall be recomputed as of the end of each fiscal quarter ending after the Closing Date based on the Consolidated Leverage Ratio as of such quarter end. Any increase or decrease in the Applicable Margin computed as of a quarter end shall be effective on the date on which the Compliance Certificate evidencing such computation is due to be delivered under Section 7.12(a). If a Compliance Certificate is not delivered when due in accordance with such Section 7.12, then the rate in Level III shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and shall remain in effect until the date on which such Compliance Certificate is delivered.

(c) If, as a result of any restatement of or other adjustment to the Financial Statements of the Borrower or for any other reason, the Borrower or the Lenders determine that (i) the

Consolidated Leverage Ratio as calculated by the Borrower as of any applicable date was inaccurate and (ii) a proper calculation of the Consolidated Leverage Ratio would have resulted in higher pricing for such period, the Borrower shall immediately and retroactively be obligated to pay to the Administrative Agent for the account of the applicable Lenders, promptly on demand by the Administrative Agent (or, after the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, automatically and without further action by the Administrative Agent, any Lender or the Issuing Lender), an amount equal to the excess of the amount of interest and fees that should have been paid for such period over the amount of interest and fees actually paid for such period. This clause shall not limit the rights of the Administrative Agent, any Lender or the Issuing Lender, as the case may be, under Sections 2.8 or 4.3, or Article 9. The Borrower's obligations under this clause shall survive the termination of the Commitments and the repayment of all other Obligations hereunder.

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

"Asset Disposition" means the sale, transfer, license, lease or other disposition of any property by any Loan Party or any Subsidiary thereof, including, in each case, by way of an LLC Division (or the granting of any option or other right to do any of the foregoing), including any issuance of Equity Interests by any Subsidiary of the Borrower to any Person that is not a Loan Party or any Subsidiary thereof. The term "Asset Disposition" shall not include (a) the sale of inventory in the ordinary course of business, (b) the transfer of assets to the Borrower or any Guarantor pursuant to any other transaction permitted pursuant to Section 8.5, (c) the write-off, discount, sale or other disposition of defaulted or past-due receivables and similar obligations in the ordinary course of business and not undertaken as part of an accounts receivable financing transaction, (d) the disposition of any Swap, (e) dispositions of investments in cash and Cash Equivalents, (f) the transfer by any Loan Party of its assets to any other Loan Party, (g) the transfer by any non-Loan Party Subsidiary of its assets to any Loan Party; *provided* that in connection with any transfer described in this clause (g), such Loan Party shall not pay more than an amount equal to the fair market value of such assets as determined in good faith at the time of such transfer; and (h) the transfer by any non-Loan Party Subsidiary of its assets to any other non-Loan Party Subsidiary.

"Assignment and Assumption Agreement" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.8), and accepted by the Administrative Agent, in substantially the form of Exhibit A or any other form approved by the Administrative Agent.

"Authorized Officer" means, with respect to any Loan Party, the Chief Executive Officer, President, Chief Financial Officer, Treasurer or Assistant Treasurer of such Loan Party, any manager or the members (as applicable) in the case of any Loan Party which is a limited liability company, and such other individuals, designated by written notice to the Administrative Agent from the Borrower, authorized to execute notices, reports and other documents on behalf of such Loan Party required hereunder (including but not limited to requests and notices under Article 2). The Borrower may amend such list of individuals from time to time by giving written notice of such amendment to the Administrative Agent. Any notice, report or document delivered

hereunder that is signed or delivered by an Authorized Officer of a Loan Party shall be conclusively presumed to have been duly authorized by all necessary action on the part of such Loan Party, and such Authorized Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

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

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

“Base Rate” means for any day, a *per annum* rate equal to the “prime rate” as published in the “Money Rates” column of *The Wall Street Journal*, which is subject to change from time to time. Information about the Base Rate is available or published daily in *The Wall Street Journal*. The Base Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer of Administrative Agent or any Lender. At no time shall the Base Rate be less than zero (0)%. When utilized, the Base Rate shall be adjusted daily.

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

“Borrower” means as is specified in the introductory paragraph.

“Borrowing Date” means, with respect to any Loan, the date of the making, renewal or conversion thereof, which shall be a Business Day.

“Business Day” means any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required to be closed, or are in fact closed, for business in Phoenix, Arizona (or, if otherwise, the Lending Office of the Administrative Agent); *provided* that, for purposes of any direct or indirect calculation or determination of, or when used in connection with any interest rate settings, fundings, disbursements, settlements, payments, or other dealings with respect to SOFR, the term “Business Day” means any such day that is also a U.S. Government Securities Business Day.

“Capital Expenditures” means for any period, with respect to any Person, the aggregate of all expenditures by such Person for the acquisition or leasing (pursuant to a capital lease) of fixed or capital assets or additions to equipment (including replacements, capitalized

repairs and improvements during such period) which are required to be capitalized under GAAP on a consolidated balance sheet of such Person.

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

“Cash Equivalents” means, collectively, such items described in clauses (a), (b) and (c) of the definition of Permitted Investments.

“Cash Management Bank” means any Person that, at the time it enters into an Other Lender Provided Financial Service Product, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Other Lender Provided Financial Service Product.

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

“CFC Debt” means intercompany loans, Indebtedness or receivables owed or treated as owed by one or more Foreign Subsidiaries.

“CFTC” means the Commodity Futures Trading Commission.

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Law, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Official Body or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of Law) by any Official Body; *provided* that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines, interpretations or directives thereunder or issued in connection therewith (whether or not having the force of Law) and (y) all requests, rules, regulations, guidelines, interpretations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities (whether or not having the force of Law), in each case pursuant to Basel III, shall in each case be deemed to be a Change in Law regardless of the date enacted, adopted, issued, promulgated or implemented.

“Change of Control” means (a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), shall become, or obtain rights (whether by means of warrants, options or otherwise) to become, the “beneficial owner” (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of more than 50% of the Equity Interests of the Borrower; (b) during any period of 24 consecutive months, a majority of the members of the board of directors of the Borrower cease to be composed of individuals (i) who were members of the board of directors on

the first day of such period, (ii) whose election or nomination to the board of directors was approved by individuals referred to in subclause (i) above constituting at the time of such election or nomination at least a majority of the board of directors or (iii) whose election or nomination to the board of directors was approved by individuals referred to in subclauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of the board of directors; or (c) the Borrower shall cease to own, free and clear of all Liens or other encumbrances, at least 100% of the outstanding voting Equity Interests of each Guarantor on a fully diluted basis.

“CIP Regulations” means as is specified in Section 10.12.

“Closing Date” means the date of this Agreement.

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

“Collateral” means the personal and/or real property of any Person granted as collateral to secure the Obligations for the benefit of the Secured Parties.

“Collateral Documents” means the Security Agreement, the Pledge Agreement, the IP Security Agreement, and any other agreement, document or instrument granting a Lien in Collateral for the benefit of the Secured Parties.

“Commitment” means, as to any Lender, its Revolving Credit Commitment, and “Commitments” means the aggregate of the Revolving Credit Commitments of all of the Lenders.

“Commitment Fee” means as is specified in Section 2.3(a).

“Communications” means as is specified in Section 10.5(d)(ii).

“Compliance Authority” means (a) any Official Body of the United States (including the U.S. Department of the Treasury, OFAC, and the U.S. Department of State), the European Union, the United Kingdom, or Canada; (b) the United Nations Security Council; and (c) any other Official Body with jurisdiction over the parties to this Agreement.

“Compliance Certificate” means as is specified in Section 7.12(a).

“Conforming Changes” means, with respect to the Term SOFR Rate or any benchmark replacement in relation thereto, any technical, administrative or operational changes (including changes to the definition of “Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of the Term SOFR Rate or such benchmark replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of the Term SOFR Rate or the benchmark replacement exists, in such other manner

of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

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

“Consolidated EBITDA” means, for any period of determination, the sum of the following determined on a consolidated basis, without duplication, for the Borrower and its Subsidiaries in accordance with GAAP: (a) Consolidated Net Income for such period *plus* (b) the sum of the following, without duplication, to the extent deducted in determining Consolidated Net Income for such period: (i) income and franchise taxes, (ii) Consolidated Interest Expense, (iii) amortization, depreciation and other non-cash charges (except to the extent that such non-cash charges are reserved for cash charges to be taken in the future), (iv) losses with respect to Asset Dispositions, and (v) unusual and non-recurring losses (excluding unusual and non-recurring losses from discontinued operations) *less* (c) the sum of the following, without duplication, to the extent included in determining Consolidated Net Income for such period: (i) interest income, (ii) any unusual and non-recurring gains, (iii) non-cash gains or non-cash items increasing Consolidated Net Income, and (iv) gains with respect to Asset Dispositions.

“Consolidated Fixed Charge Coverage Ratio” means, as of any date of determination, the ratio of (a) (i) Consolidated EBITDA, *less* (ii) the aggregate amount of all non-financed cash Capital Expenditures, *less* (iii) Restricted Payments to the extent paid in cash (but specifically excluding the amount of Stock Buybacks) to (b) the sum of (i) Consolidated Interest Expense to the extent paid in cash, (ii) the aggregate principal amount of all redemptions or similar acquisitions for value of outstanding debt for borrowed money or regularly scheduled principal payments, but excluding any such payments to the extent refinanced through the incurrence of additional Indebtedness otherwise expressly permitted under Section 8.1, (iii) the aggregate amount of all Restricted Payments to the extent paid in cash (but specifically excluding the amount of Stock Buybacks) and (iv) the aggregate amount of federal, state, local and foreign income taxes paid in cash, in each case, of or by the Borrower and its Subsidiaries for the most recently completed Measurement Period.

“Consolidated Interest Expense” means, for any Measurement Period, the sum of (a) all interest, premium payments, debt discount, fees, charges and related expenses in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest in accordance with GAAP, (b) all interest paid or payable with respect to discontinued operations and (c) the portion of rent expense under capitalized leases that is treated as interest in accordance with GAAP, in each case, of or by the Borrower and its Subsidiaries on a consolidated basis for the most recently completed Measurement Period.

“Consolidated Leverage Ratio” means, as of any date of determination, the ratio of (a) consolidated Indebtedness (with all items included under clause (d) of the definition of Indebtedness being included to seek determination at their respective Hedge Termination Value) of Borrower and its Subsidiaries on such date to (b) Consolidated EBITDA for the four fiscal quarters most recently ended.

“Consolidated Net Income” means, at any date of determination, the net income (or loss) of the Borrower and its Subsidiaries on a consolidated basis for the most recently completed Measurement Period; *provided* that Consolidated Net Income shall exclude (a) unusual and non-recurring gains and unusual and non-recurring losses for such Measurement Period, (b) the net income of any Subsidiary during such Measurement Period to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary of such income is not permitted by operation of the terms of its organizational documents or any agreement, instrument or Law applicable to such Subsidiary during such Measurement Period, except that the Borrower’s equity in any net loss of any such Subsidiary for such Measurement Period shall be included in determining Consolidated Net Income, and (c) any income (or loss) for such Measurement Period of any Person if such Person is not a Subsidiary, except that the Borrower’s equity in the net income of any such Person for such Measurement Period shall be included in Consolidated Net Income up to the aggregate amount of cash actually distributed by such Person during such Measurement Period to the Borrower or a Subsidiary as a dividend or other distribution (and in the case of a dividend or other distribution to a Subsidiary, such Subsidiary is not precluded from further distributing such amount to the Borrower as described in clause (b) of this proviso).

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

“Covered Entity” means (a) the Borrower and each of the Borrower’s Subsidiaries; (b) each Guarantor and any Person who has pledged (or will pledge) Collateral under any Loan Document; and (c) each Person that, directly or indirectly, controls (as such term is defined by any Compliance Authority) a Person described in clauses (a) and (b) above.

“Covered Property” means any property: (a) required to be reported as blocked property under 31 C.F.R. § 501.603, as amended; (b) owned, directly or indirectly, by, or due to or from, a Sanctioned Person subject to blocking or comprehensive Sanctions; (c) in which a Sanctioned Person subject to blocking or comprehensive Sanctions otherwise holds any interest; (d) located or originated in, or otherwise subject to restrictions due to its ties to, a Sanctioned Jurisdiction; or (e) that otherwise could cause any actual or potential violation by the Lenders or the Administrative Agent of any applicable International Trade Law if the Lenders or the Administrative Agent were to obtain an encumbrance on, lien on, pledge, or security interest in such property, or provide services in consideration of such property.

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

“Defaulting Lender” means, subject to Section 2.9(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing prior to such date that such failure is the result of such Lender’s good faith determination that one or more conditions precedent to funding (each of which conditions

precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, the Issuing Lender, or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within two (2) Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent, or the Issuing Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's good faith determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder; *provided* that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower, or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-In Action; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by an Official Body so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Official Body) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.9(b)) upon delivery of written notice of such determination to the Borrower, the Issuing Lender, and each Lender.

"Delisting Event" means any of the following: (a) Borrower's Equity Interests in the form of common stock ceases to be listed on a Principal Market; (b) trading in such common stock on a Principal Market is suspended; or (c) Borrower has received a notice of delisting due to non-compliance with any material rule or regulation applicable to the trading or listing of such common stock on a Principal Market. As used in this definition, "Principal Market" means any of the New York Stock Exchange or the NASDAQ Global Select Market.

"Dollar", "Dollars", "U.S. Dollars" and the symbol "\$" means, in each case, the lawful currency of the United States of America.

"Domestic Subsidiary" means any Subsidiary of the Borrower that is organized under the Laws of the United States, a State thereof or the District of Columbia.

"Drawing Date" means as is specified in Section 2.8(c)(i).

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

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

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

“Effective Date” means the date indicated in a document or agreement to be the date on which such document or agreement becomes effective, or, if there is no such indication, the date of execution of such document or agreement.

“Effective Federal Funds Rate” means for any day the rate *per annum* based on a year of 360 days and actual days elapsed and rounded upward to the nearest 1/100 of 1% announced by the Federal Reserve Bank of New York (or any successor) on such day as being the weighted average of the rates on overnight federal funds transactions arranged by federal funds brokers on the previous trading day, as computed and announced by such Federal Reserve Bank (or any successor) in substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the “Effective Federal Funds Rate” as of the date of this Agreement; *provided* that if such Federal Reserve Bank (or its successor) does not announce such rate on any day, the “Effective Federal Funds Rate” for such day shall be the Effective Federal Funds Rate for the last day on which such rate was announced. Notwithstanding the foregoing, if the Effective Federal Funds Rate as determined under any method above would be less than zero percent (0.00%), such rate shall be deemed to be zero percent (0.00%) for purposes of this Agreement.

“Eligible Assignee” means any Person that meets the requirements to be an assignee under Section 11.8(b)(iv), (v) and (vi) (subject to such consents, if any, as may be required under Section 11.8(b)(iii)).

“Eligible Contract Participant” means an “eligible contract participant” as defined in the CEA and regulations thereunder.

“Eligibility Date” means, with respect to each Loan Party and each Swap, the date on which this Agreement or any other Loan Document becomes effective with respect to such Swap (for the avoidance of doubt, the Eligibility Date shall be the Effective Date of such Swap if this Agreement or any other Loan Document is then in effect with respect to such Loan Party, and otherwise it shall be the Effective Date of this Agreement and/or such other Loan Document(s) to which such Loan Party is a party).

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

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

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

“ERISA Event” means (a) with respect to a Pension Plan, a reportable event under Section 4043 of ERISA as to which event (after taking into account notice waivers provided for in the regulations) there is a duty to give notice to the PBGC; (b) a withdrawal by the Borrower or any member of the ERISA Group from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any member of the ERISA Group from a Multiemployer Plan, notification that a Multiemployer Plan is in reorganization, or occurrence of an event described in Section 4041A(a) of ERISA that results in the termination of a Multiemployer Plan; (d) the filing of a notice of intent to terminate a Pension Plan, the treatment of a Pension Plan amendment as a termination under Section 4041(e) of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan; (e) an event or condition

which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (f) the determination that any Pension Plan or Multiemployer Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 and 305 of ERISA; or (g) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any member of the ERISA Group.

“ERISA Group” means, at any time, the Borrower and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control and all other entities which, together with the Borrower, are treated as a single employer under Section 414 of the Code or Section 4001(b)(1) of ERISA.

“Erroneous Payment” has the meaning assigned to it in Section 10.15(a).

“Erroneous Payment Deficiency Assignment” has the meaning assigned to it in Section 10.15(d).

“Erroneous Payment Return Deficiency” has the meaning assigned to it in Section 10.15(d).

“Erroneous Payment Subrogation Rights” has the meaning assigned to it in Section 10.15(d).

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

“Event of Default” means any of the events described in Section 9.1.

“Excluded Hedge Liability or Liabilities” means, with respect to each Loan Party, each of its Swap Obligations if, and only to the extent that, all or any portion of this Agreement or any other Loan Document that relates to such Swap Obligation is or becomes illegal under the CEA, or any rule, regulation or order of the CFTC, solely by virtue of such Loan Party’s failure to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap. Notwithstanding anything to the contrary contained in the foregoing or in any other provision of this Agreement or any other Loan Document, the foregoing is subject to the following provisos: (a) if a Swap Obligation arises under a master agreement governing more than one Swap, this definition shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such guaranty or security interest is or becomes illegal under the CEA, or any rule, regulations or order of the CFTC, solely as a result of the failure by such Loan Party for any reason to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap, (b) if a guarantee of a Swap Obligation would cause such obligation to be an Excluded Hedge Liability but the grant of a security interest would not cause such obligation to be an Excluded Hedge Liability, such Swap Obligation shall constitute an Excluded Hedge Liability for purposes of the guaranty but not for purposes of the grant of the security interest, and (c) if there is more than one Loan Party executing this Agreement or the other Loan Documents and a Swap Obligation would be an Excluded Hedge Liability with respect to one or more of such Persons, but not all of them, the definition of Excluded

Hedge Liability or Liabilities with respect to each such Person shall only be deemed applicable to (i) the particular Swap Obligations that constitute Excluded Hedge Liabilities with respect to such Person, and (ii) the particular Person with respect to which such Swap Obligations constitute Excluded Hedge Liabilities.

“Excluded Subsidiary” means (a) any Foreign Holding Company, (b) any Domestic Subsidiary that is a direct or indirect Subsidiary of a Foreign Subsidiary, (c) any Foreign Subsidiary and (d) in the case of any obligation under any Excluded Hedge Liability, any Subsidiary of the Borrower that is a Non-Qualifying Party with respect thereto.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the Laws of, or having its principal office or, in the case of any Lender, its applicable Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in such Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 4.13) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 4.9(g), amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient’s failure to comply with Section 4.9(g), and (d) any U.S. federal withholding Taxes imposed under FATCA.

“Expiration Date” means, with respect to the Revolving Credit Commitments, the date that is the fifth (5th) anniversary of the Closing Date.

“Facility Termination Date” means the date as of which all of the following shall have occurred: (a) the aggregate Commitments have been terminated, (b) all Obligations have been paid in full (other than (i) contingent indemnification obligations that are not yet due and (ii) obligations and liabilities under any Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge and any Other Lender Provided Financial Service Product (other than any such obligations for which written notice has been received by the Administrative Agent that either (x) amounts are currently due and payable under such Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge and any Other Lender Provided Financial Service Product, as applicable, or (y) no arrangements reasonably satisfactory to the applicable Cash Management Bank or Hedge Bank have been made)), and (c) all Letters of Credit have terminated or expired (other than Letters of Credit as to which other arrangements with respect thereto reasonably satisfactory to the Administrative Agent (to the extent the Administrative Agent is a party to such arrangements) and the Issuing Lender, including the provision of cash collateral, shall have been made).

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official

interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Official Bodies and implementing such Sections of the Code.

“Fee Letter” means the letter agreement from Administrative Agent to Borrower, dated as of the Closing Date.

“Financial Statements” means as is specified in Section 5.6(a).

“Foreign Currency Hedge” means any foreign exchange transaction, including spot and forward foreign currency purchases and sales, listed or over-the-counter options on foreign currencies, non-deliverable forwards and options, foreign currency swap agreements, currency exchange rate price hedging arrangements, and any other similar transaction providing for the purchase of one currency in exchange for the sale of another currency.

“Foreign Currency Hedge Liabilities” means as is specified in the definition of Lender Provided Foreign Currency Hedge.

“Foreign Holding Company” means any Subsidiary of the Borrower all or substantially all of the assets of which are comprised of Equity Interests in one or more Foreign Subsidiaries or CFC Debt.

“Foreign Lender” means (i) if the Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (ii) if the Borrower is not a U.S. Person, a Lender that is resident or organized under the Laws of a jurisdiction other than that in which the Borrower is resident for tax purposes.

“Foreign Subsidiary” means any Subsidiary of the Borrower that is organized under the Laws of a jurisdiction other than the United States, a State thereof or the District of Columbia.

“Fronting Exposure” means, at any time there is a Defaulting Lender, with respect to the Issuing Lender, such Defaulting Lender’s Ratable Share of the outstanding Letter of Credit Obligations with respect to Letters of Credit issued by such Issuing Lender other than Letter of Credit Obligations as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

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

“GAAP” means generally accepted accounting principles as are in effect from time to time, subject to the provisions of Section 1.3, and applied on a consistent basis both as to classification of items and amounts.

“Guarantor Joinder” means a joinder by a Person as a Guarantor under the Loan Documents in substantially the form of Exhibit A attached to the Guaranty Agreement.

“Guarantors” means, collectively, (a) each direct or indirect Subsidiary of the Borrower (other than Excluded Subsidiaries), and (b) any other Person that is from time-to-time party to the Guaranty Agreement or any other agreement pursuant to which it guarantees the Obligations or any portion thereof.

“Guaranty” means, with respect to any Person, any obligation of such Person guaranteeing or in effect guaranteeing any liability or obligation of any other Person in any manner, whether directly or indirectly. The amount of obligations under a Guaranty shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guaranty is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the Administrative Agent in good faith.

“Guaranty Agreement” means the Guaranty Agreement dated of even date herewith, executed and delivered by each of the Guarantors in favor of the Administrative Agent for the benefit of the Secured Parties.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Hedge Bank” means any Person that, at the time it enters into a Lender Provided Foreign Currency Hedge or Lender Provided Interest Rate Hedge, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Lender Provided Foreign Currency Hedge or Lender Provided Interest Rate Hedge.

“Hedge Liabilities” means collectively, the Foreign Currency Hedge Liabilities and the Interest Rate Hedge Liabilities.

“Hedge Termination Value” means, in respect of any one or more interest rate hedges, commodity hedges and/or foreign currency hedges, after taking into account the effect of any legally enforceable netting agreement relating to such interest rate hedges, commodity hedges and/or foreign currency hedges, (a) for any date on or after the date such interest rate hedges, commodity hedges and/or foreign currency hedges have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such interest rate hedges, commodity hedges and/or foreign currency hedges, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such interest rate hedges, commodity hedges and/or foreign currency hedges (which may include an interest rate hedge bank, a commodity hedge bank or foreign currency hedge bank, as applicable).

“Increased Amount Date” means as is specified in Section 2.10.

“Incremental Lender” means as is specified in Section 2.10.

“Incremental Loan Commitments” means as is specified in Section 2.10.

“Incremental Loans” means as is specified in Section 2.10.

“Incremental Revolving Credit Commitment” means as is specified in Section 2.10.

“Incremental Revolving Credit Increase” means as is specified in Section 2.10.

“Indebtedness” means, as to any Person at any time, any and all indebtedness, obligations or liabilities (whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, or joint or several) of such Person for or in respect of (a) borrowed money, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) obligations (contingent or otherwise) under any acceptance, letter of credit or similar facilities, (d) obligations under any currency swap agreement, interest rate swap, cap, collar or floor agreement or other interest rate or currency risk management device, (e) any other transaction (including without limitation forward sale or purchase agreements, capitalized leases and conditional sales agreements) having the commercial effect of a borrowing of money entered into by such Person to finance its operations or capital requirements (but not including operating leases, trade payables and accrued expenses incurred in the ordinary course of business which are not represented by a promissory note or other evidence of indebtedness and which are not more than ninety (90) days past due or which are disputed in good faith by such Person and for which adequate reserves are being provided on the books of such Person in accordance with GAAP), (f) any Guaranty of Indebtedness of a type referred to in clauses (a) through (e) above, and (g) all obligations of the kind referred to in clauses (a) through (f) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor.

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

“Indemnatee” means as is specified in Section 11.3(b).

“Information” means all information received from the Loan Parties or any of their Subsidiaries relating to the Loan Parties or any of such Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender or the Issuing Lender on a non-confidential basis prior to disclosure by the Loan Parties or any of their Subsidiaries; *provided* that, in the case of information received from the Loan Parties or any of their Subsidiaries after the date of this Agreement, such information is clearly identified at the time of delivery as confidential.

“Insolvency Proceeding” means, with respect to any Person, (a) a case, action or proceeding with respect to such Person (i) before any court or any other Official Body under any bankruptcy, insolvency, reorganization or other similar Law now or hereafter in effect, or (ii) for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, conservator (or similar official) of any Loan Party or otherwise relating to the liquidation, dissolution, winding-up or relief of such Person, or (b) any general assignment for the benefit of creditors, composition, marshaling of assets for creditors, or other, similar arrangement in respect of such Person’s creditors generally or any substantial portion of its creditors; undertaken under any Law.

“Interest Rate Hedge” means an interest rate exchange, collar, cap, swap, floor, adjustable strike cap, adjustable strike corridor, cross-currency swap or similar agreements entered into by any Loan Party in order to provide protection to, or minimize the impact upon, such Loan Party of increasing floating rates of interest applicable to Indebtedness.

“Interest Rate Hedge Liabilities” means as is specified in the definition of Lender Provided Interest Rate Hedge.

“International Trade Laws” means all Laws relating to export controls, trade embargoes, customs, and anti-boycott measures.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person (including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor guarantees Indebtedness of such other Person), or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person which constitute all or substantially all of the assets of such Person or of a division, line of business or other business unit of such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

“IP Security Agreement” means the IP Security Agreement, dated of even date herewith, executed and delivered by each of the Loan Parties to the Administrative Agent for the benefit of the Secured Parties.

“IRS” means the United States Internal Revenue Service.

“ISP” means the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time).

“Issuing Lender” means NBAZ, in its individual capacity as issuer of Letters of Credit hereunder.

“Joint Venture” means a corporation, partnership, limited liability company or other entity in which any Person other than the Loan Parties and their Subsidiaries holds, directly or indirectly, an equity interest.

“Law” means any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award, or any settlement arrangement, by agreement, consent or otherwise, of any Official Body, foreign or domestic.

“Lender Joinder Agreement” means a joinder agreement in form and substance reasonably satisfactory to the Administrative Agent delivered in connection with any Incremental Loan Commitments pursuant to Section 2.10.

“Lender Provided Foreign Currency Hedge” means a Foreign Currency Hedge which is entered into between any Loan Party and any Hedge Bank that: (a) is documented in a standard International Swaps and Derivatives Association Master Agreement or another reasonable and customary manner, (b) provides for the method of calculating the reimbursable amount of the provider’s credit exposure in a reasonable and customary manner, and (c) is entered into for hedging (rather than speculative) purposes. The liabilities owing to the Hedge Bank providing any Lender Provided Foreign Currency Hedge (the “Foreign Currency Hedge Liabilities”) by any Loan Party that is party to such Lender Provided Foreign Currency Hedge shall, for purposes of this Agreement and all other Loan Documents be “Obligations” of such Person and of each other Loan Party, be guaranteed obligations under the Guaranty Agreement and secured obligations under any other Loan Document, as applicable, and otherwise treated as Obligations for purposes of the other Loan Documents, except to the extent constituting Excluded Hedge Liabilities of such Person. The Liens securing the Foreign Currency Hedge Liabilities shall be pari passu with the Liens securing all other Obligations under this Agreement and the other Loan Documents, subject to the express provisions of Section 9.3.

“Lender Provided Interest Rate Hedge” means an Interest Rate Hedge which is entered into between any Loan Party and any Hedge Bank that: (a) is documented in a standard International Swaps and Derivatives Association Master Agreement or another reasonable and customary manner, (b) provides for the method of calculating the reimbursable amount of the provider’s credit exposure in a reasonable and customary manner, and (c) is entered into for hedging (rather than speculative) purposes. The liabilities owing to the Hedge Bank providing any Lender Provided Interest Rate Hedge (the “Interest Rate Hedge Liabilities”) by any Loan Party that is party to such Lender Provided Interest Rate Hedge shall, for purposes of this Agreement and all other Loan Documents, be “Obligations” of such Person and of each other Loan Party, be guaranteed obligations under any Guaranty Agreement and secured obligations under any other Loan Document, as applicable, except to the extent constituting Excluded Hedge Liabilities of such Person. The Liens securing the Hedge Liabilities shall be pari passu with the Liens securing all other Obligations under this Agreement and the other Loan Documents, subject to the express provisions of Section 9.3.

“Lenders” means the financial institutions named on Schedule 1.1(B) and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a Lender. For the purpose of any Loan Document which provides for the granting of a security interest or other Lien to the Lenders or to the Administrative Agent for the benefit of the Secured Parties as security for the Obligations, “Lenders” shall include any Affiliate of a Lender to which such Obligation is owed. Unless the context requires otherwise, the term “Lenders” does not include the Issuing Lender.

“Lending Office” means, as to the Administrative Agent, the Issuing Lender or any Lender, the office or offices of such Person described as such in such Lender’s Administrative Questionnaire, or such other office or offices as such Person may from time to time notify the Borrower and the Administrative Agent.

“Letter of Credit” means as is specified in Section 2.8(a).

“Letter of Credit Borrowing” means as is specified in Section 2.8(c)(iii).

“Letter of Credit Fee” means, with respect to a standby letter of credit, a fee in the amount of 2.00% multiplied by the maximum amount available from time to time to be drawn under such Letter of Credit, and with respect to a commercial letter of credit, a fee in the amount of 2.00% multiplied by the stated amount of such Letter of Credit.

“Letter of Credit Fronting Fee” means, with respect to a standby letter of credit, a fee in the amount of 0.125% multiplied by the maximum amount available from time to time to be drawn under such Letter of Credit, and with respect to a commercial letter of credit, a fee in the amount of 0.125% multiplied by the stated amount of such Letter of Credit.

“Letter of Credit Obligation” means, as of any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit on such date (if any Letter of Credit shall increase in amount automatically in the future, such aggregate amount available to be drawn shall currently give effect to any such future increase) *plus* the aggregate Reimbursement Obligations and Letter of Credit Borrowings on such date.

“Letter of Credit Sublimit” means as is specified in Section 2.8(a)(i).

“Lien” means any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, whether voluntarily or involuntarily given, including any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security and any filed financing statement or other notice of any of the foregoing (whether or not a lien or other encumbrance is created or exists at the time of the filing).

“LLC Division” means, in the event a Borrower or Guarantor is a limited liability company, (a) the division of any such Borrower or Guarantor into two or more newly formed limited liability companies (whether or not such Borrower or Guarantor is a surviving entity following any such division) pursuant to Section 18-217 of the Delaware Limited Liability Company Act or any similar provision under any similar act governing limited liability companies organized under the Laws of any other State or Commonwealth or of the District of Columbia, or (b) the adoption of a plan contemplating, or the filing of any certificate with any applicable Official Body that results or may result in, any such division.

“Loan Documents” means this Agreement, the Fee Letter, the Collateral Documents, the Guaranty Agreement, the Notes, and any other instruments, certificates or documents delivered in connection herewith or therewith.

“Loan Parties” means the Borrower and any Guarantors.

“Loan Request” means as is specified in Section 2.5.

“Loan” means, all Revolving Credit Loans.

“Material Adverse Change” means any set of circumstances or events which (a) has or had a material adverse effect upon the business, properties, assets, financial condition, or results of operations of the Loan Parties taken as a whole, (b) has materially impaired the ability of the Loan Parties taken as a whole to duly and punctually pay or perform any of the Obligations, or (c) has materially impaired the ability of the Administrative Agent or any of the Lenders, to the extent permitted, to enforce their legal remedies pursuant to this Agreement or any other Loan Document.

“Material Domestic Subsidiary” means any Domestic Subsidiary that has (a) total assets with a fair market value in excess of \$100,000 or (b) total revenues in excess of \$100,000 for the most recently completed four (4) fiscal quarters of the Borrower for which Financial Statements have been delivered pursuant to Section 7.11 (or, prior to the first delivery thereof after the Closing Date, the most recent Financial Statements).

“Master Services Agreement” means that certain Amended and Restated Master Services Agreement, dated July 29, 2026, between the Borrower, as provider, and Grand Canyon University, Inc., an Arizona nonprofit corporation, as the same may be amended, extended or restated from time to time.

“Measurement Period” means, at any date of determination, the most recently completed four (4) fiscal quarters of the Borrower for which Financial Statements have been delivered pursuant to Section 7.11 (or, prior to the first delivery thereof after the Closing Date, the most recent Financial Statements).

“Minimum Collateral Amount” means, at any time, (a) with respect to Cash Collateral consisting of cash or deposit account balances, an amount equal to 105% of the Fronting Exposure of the Issuing Lender with respect to Letters of Credit issued and outstanding at such time and (b) otherwise, an amount determined by the Administrative Agent and the Issuing Lender in their sole discretion.

“Multiemployer Plan” means any employee pension benefit plan which is a “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA and to which the Borrower or any member of the ERISA Group is then making or accruing an obligation to make contributions or, within the preceding five (5) plan years, has made or had an obligation to make such contributions, or to which the Borrower or any member of the ERISA Group has any liability (contingent or otherwise).

“NBAZ” means Zions Bancorporation, N.A. dba National Bank of Arizona.

“Non-Consenting Lender” means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all or all affected Lenders in accordance with the terms of Section 11.1 and (b) has been approved by the Required Lenders.

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

“Non-Qualifying Party” means any Loan Party that fails for any reason to qualify as an Eligible Contract Participant on the Effective Date of the applicable Swap.

“Notes” means collectively, and “Note” means separately, the promissory notes in the form of Exhibit B evidencing the Revolving Credit Loans.

“Obligation” means any obligation or liability of any of the Loan Parties or other credit support providers specified in the Loan Documents, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, under or in connection with (a) this Agreement, the Notes, the Letters of Credit, the Fee Letter or any other Loan Document whether to the Administrative Agent, any of the Lenders or their Affiliates or other persons provided for under such Loan Documents, (b) any Lender Provided Interest Rate Hedge, (c) any Erroneous Payment Subrogation Rights, (d) any Lender Provided Foreign Currency Hedge, and (e) any Other Lender Provided Financial Service Product. Notwithstanding anything to the contrary contained in the foregoing, the Obligations shall not include any Excluded Hedge Liabilities.

“OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“Official Body” means the government of the United States of America or of any other nation, or of any political subdivision of such a government, whether federal, state, provincial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

“Order” means as is specified in Section 2.8(h).

“Ordinary Course Hedge Payments” means all fees, premiums, scheduled payments and other ordinary course payments, including any payment in relation to adjustments due to Taxes on any of the foregoing, arising under any Lender Provided Interest Rate Hedge or Lender Provided Foreign Currency Hedge and calculated in accordance with the terms therein, but (for the avoidance of doubt) excluding any payment for the Hedge Termination Value arising under any Lender Provided Interest Rate Hedge or Lender Provided Foreign Currency Hedge.

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

“Other Lender Provided Financial Service Product” means agreements or other arrangements entered into between any Loan Party and any Cash Management Bank that provides any of the following products or services to any of the Loan Parties: (a) credit cards, (b) credit card processing services, (c) debit cards, (d) purchase cards, (e) ACH transactions, or (f) cash management, including controlled disbursement, overdraft lines, accounts or services.

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 4.13).

“Overnight Bank Funding Rate” means for any day, the rate comprised of both overnight federal funds and overnight eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York, as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the Federal Reserve Bank of New York (or by such other recognized electronic source (such as Bloomberg) selected by the Administrative Agent for the purpose of displaying such rate); *provided*, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; *provided, further*, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Administrative Agent at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. Such rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Borrower.

“Participant” means as is specified in Section 11.8(d).

“Participant Register” means as is specified in Section 11.8(d).

“Participation Advance” means as is specified in Section 2.8(c)(iii).

“Payment Date” means the first day of each calendar month after the Closing Date and on the Expiration Date or upon acceleration of the Notes.

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

“Pension Plan” means at any time an “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA) (including a “multiple employer plan” as described in Sections 4063 and 4064 of ERISA, but not a Multiemployer Plan) which is covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 or Section 430 of the Code and either (a) is sponsored, maintained or contributed to by any member of the ERISA Group for employees of any member of the ERISA Group, (b) has at any time within the preceding five years been sponsored, maintained or contributed to by any entity which was at such time a member of the ERISA Group for employees of any entity which was at such time a member of the ERISA

Group, or in the case of a “multiple employer” or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years or (c) or to which the Borrower or any member of the ERISA Group may have any liability (contingent or otherwise).

“Permitted Investments” means:

(a) direct obligations of the United States of America or any agency or instrumentality thereof or obligations backed by the full faith and credit of the United States of America maturing in 180 days or less from the date of acquisition;

(b) corporate debt securities (including commercial paper) rated not lower than BBB- by Standard & Poor’s or Baa3 by Moody’s Investors Service, Inc. (or the equivalent rating by any other nationally recognized statistical rating organization) on the date of acquisition, in each case maturing in five years or less from the date of acquisition;

(c) demand deposits, time deposits or certificates of deposit maturing within one year in commercial banks whose obligations are rated BBB or the equivalent or better by Standard & Poor’s (or the equivalent rating by any other nationally recognized statistical rating organization) on the date of acquisition;

(d) money market funds or mutual funds whose investments are limited to those types of investments described in clauses (a) through (c) above; and

(e) investments made pursuant to the Borrower’s investment policy as in effect on the Closing Date (or as amended from time to time with the consent of the Administrative Agent, such consent not to be unreasonably withheld, conditioned or delayed), provided that such investments are rated not lower than BBB by Standard & Poor’s or Baa3 by Moody’s Investors Service, Inc. (or the equivalent rating by any other nationally recognized statistical rating organization) on the date of acquisition.

“Permitted Liens” means:

(a) Liens for taxes, assessments, or similar charges, incurred in the ordinary course of business and which are not yet due and payable;

(b) Pledges or deposits made in the ordinary course of business to secure payment of workmen’s compensation, or to participate in any fund in connection with workmen’s compensation, unemployment insurance, old-age pensions or other social security programs;

(c) Liens of mechanics, materialmen, warehousemen, carriers, or other like Liens, securing obligations incurred in the ordinary course of business that are not yet due and payable and Liens of landlords securing obligations to pay lease payments that are not yet due and payable or in default;

(d) Good-faith pledges or deposits made in the ordinary course of business to secure performance of bids, tenders, contracts (other than for the repayment of borrowed money or as security for Hedge Liabilities or margining related to commodities hedges) or leases, not in

excess of the aggregate amount due thereunder, or to secure statutory obligations, or surety, appeal, indemnity, performance or other similar bonds required in the ordinary course of business;

(e) Encumbrances consisting of zoning restrictions, easements or other restrictions on the use of real property, none of which materially impairs the use of such property or the value thereof, and none of which is violated in any material respect by existing or proposed structures or land use;

(f) Liens in the Collateral in favor of the Secured Parties;

(g) Any Lien existing on the date of this Agreement and described on Schedule 1.1(D); *provided* that the principal amount secured thereby is not hereafter increased, and no additional assets become subject to such Lien;

(h) purchase money security interests and capitalized leases permitted in Section 8.12; *provided* that (i) the aggregate amount of loans and deferred payments secured by such purchase money security interests and capitalized leases shall not exceed \$50,000,000.00 in the aggregate, and (ii) such Liens shall be limited to the assets acquired with such purchase money financing or leased pursuant to such capital lease;

(i) judgment and attachment liens not giving rise to an Event of Default or Liens created by or existing from any litigation or legal proceeding that are currently being contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves are being maintained in accordance with GAAP;

(j) customary rights of set-off, revocation, refund or chargeback under deposit agreements or under the Uniform Commercial Code or common law of banks or other financial institutions where any Loan Party or any of its Subsidiaries maintains deposits (other than deposits intended as cash collateral) in the ordinary course of business;

(k) extensions, renewals, or replacements of any Lien referred to in subsections (b) through (h) of this definition of Permitted Liens; *provided* that the principal amount of the Indebtedness secured thereby is not increased and that any such extension, renewal or replacement is limited to the assets originally encumbered thereby.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Official Body or other entity.

“Plan” means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of the Borrower or any member of the ERISA Group or any such Plan to which the Borrower or any member of the ERISA Group is required to contribute on behalf of any of its employees.

“Platform” means Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system.

“Pledge Agreement” means the Pledge Agreement, dated of even date herewith, executed and delivered by each of the Loan Parties to the Administrative Agent for the benefit of the Secured Parties.

“Potential Default” means any event or condition which with notice or passage of time, or both, would constitute an Event of Default.

“Pre-Substitute Rate” means as is specified in Section 3.4.

“Prime Rate” means the interest rate *per annum* announced from time to time by the Administrative Agent at its Principal Office as its then prime rate, which rate may not be the lowest or most favorable rate then being charged to commercial borrowers or others by the Administrative Agent and may not be tied to any external rate of interest or index. Any change in the Prime Rate shall take effect at the opening of business on the day such change is announced.

“Principal Office” means the main banking office of the Administrative Agent in Phoenix, Arizona.

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

“Qualified ECP Loan Party” means each Loan Party that on the Eligibility Date is (a) a corporation, partnership, proprietorship, organization, trust, or other entity other than a “commodity pool” as defined in Section 1a(10) of the CEA and CFTC regulations thereunder that has total assets exceeding \$10,000,000, or (b) an Eligible Contract Participant that can cause another person to qualify as an Eligible Contract Participant on the Eligibility Date under Section 1a(18)(A)(v)(II) of the CEA by entering into or otherwise providing a “letter of credit or keepwell, support, or other agreement” for purposes of Section 1a(18)(A)(v)(II) of the CEA.

“Ratable Share” means:

(a) with respect to a Lender’s obligation to make Revolving Credit Loans, participate in Letters of Credit and other Letter of Credit Obligations, and receive payments, interest, and fees related thereto, the proportion that such Lender’s Revolving Credit Commitment bears to the Revolving Credit Commitments of all of the Lenders; *provided* that if the Revolving Credit Commitments have terminated or expired, the Ratable Shares for purposes of this clause (a) shall be determined based upon the Revolving Credit Commitments most recently in effect, giving effect to any assignments;

(b) with respect to all other matters as to a particular Lender, the percentage obtained by *dividing* (i) such Lender’s Revolving Credit Commitment, by (ii) the aggregate amount of the Revolving Credit Commitments of all Lenders; *provided, however*, that if the Revolving Credit Commitments have terminated or expired, the computation in this clause (b) shall be determined based upon the Revolving Credit Commitments most recently in effect, giving effect to any assignments, and not on the current amount of the Revolving Credit Commitments.

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

“Reimbursement Obligation” means as is specified in Section 2.8(c).

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

“Relief Proceeding” means any proceeding seeking a decree or order for relief in respect of any Loan Party or Subsidiary of a Loan Party in a voluntary or involuntary case under any applicable bankruptcy, insolvency, reorganization or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, conservator (or similar official) of any Loan Party or Subsidiary of a Loan Party for any substantial part of its property, or for the winding-up or liquidation of its affairs, or an assignment for the benefit of its creditors.

“Removal Effective Date” means as is specified in Section 10.6(b).

“Reporting Requirements” means the financial reporting requirements described in Section 7.11.

“Required Lenders” means:

(a) If there exists fewer than three (3) Lenders, all Lenders (other than any Defaulting Lender), and

(b) If there exist three (3) or more Lenders, Lenders (other than any Defaulting Lender) having more than 50% of the sum of the aggregate amount of the Revolving Credit Commitments of the Lenders (excluding any Defaulting Lender) or, after the termination of the Revolving Credit Commitments, the outstanding Revolving Credit Loans and Ratable Share of Letter of Credit Obligations of the Lenders (excluding any Defaulting Lender).

“Required Share” means as is specified in Section 4.11.

“Resignation Effective Date” means as is specified in Section 10.6(a).

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

“Restricted Payment” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Borrower or any option, warrant or other right to acquire any such Equity Interests in the Borrower.

“Revolving Credit Commitment” means, as to any Lender at any time, the amount initially specified opposite its name on Schedule 1.1(B) in the column labeled “Amount of Commitment for Revolving Credit Loans,” as such Commitment is thereafter assigned or modified

and “Revolving Credit Commitments” means the aggregate Revolving Credit Commitments of all of the Lenders.

“Revolving Credit Facility” means the revolving loan facility provided pursuant to Article 2.

“Revolving Credit Interest Rate” means, a rate *per annum* (computed on the basis of a year of 360 days and actual days elapsed) equal to the Adjusted Term SOFR Rate.

“Revolving Credit Loans” means, collectively, and “Revolving Credit Loan” means, separately, all Revolving Credit Loans or any Revolving Credit Loan made by the Lenders or one of the Lenders to the Borrower pursuant to Section 2.1 or Section 2.8(c).

“Revolving Facility Usage” means at any time the sum of the outstanding Revolving Credit Loans, and the Letter of Credit Obligations.

“Sanctioned Jurisdiction” means, at any time, any country, area, territory, or jurisdiction that is the subject or target of comprehensive Sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, and the Crimea, Donetsk People’s Republic and Luhansk People’s Republic regions of Ukraine), as well as the Kherson and Zaporizhzhia regions of Ukraine.

“Sanctioned Person” means any Person that is (a) located in, organized under the Laws of, or ordinarily resident in a Sanctioned Jurisdiction; (b) identified on any sanctions-related list maintained by any Compliance Authority; (c) owned 50% or more, in the aggregate, directly or indirectly by, controlled by, or acting for, on behalf of, or at the direction of, one or more Persons described in clauses (a) or (b) above; or (d) otherwise the subject or target of Sanctions.

“Sanctions” means Laws relating to economic or financial sanctions, sectoral sanctions, or secondary sanctions, administered, or enforced from time to time by any Compliance Authority.

“Security Agreement” means the Security Agreement, dated of even date herewith, executed and delivered by each of the Loan Parties to the Administrative Agent for the benefit of the Secured Parties.

“Secured Parties” means, collectively, the Administrative Agent, the Lenders, the Issuing Lender, the Cash Management Banks, the Hedge Banks, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 10.5, and the other Persons the Obligations owing to which are or are purported to be secured by the Collateral under the terms of the Collateral Documents.

“Settlement Date” means the applicable Business Day on which the Administrative Agent elects to effect settlement pursuant Section 4.11.

“SOFR” means, for any day, a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Floor” means a rate of interest *per annum* equal to (0.00%).

“Solvent” means, with respect to any Person or Persons on any date of determination, taking into account any right of reimbursement, contribution or similar right available to such Person from other Persons, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay as such debts and liabilities mature, and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which such Person is engaged. In computing the amount of contingent liabilities at any time, it is intended that such liabilities will be computed at the amount which, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Standard & Poor’s” means S&P Global Ratings Services, a division of S&P Global, Inc.

“Stock Buyback” means any Restricted Payment in the form of a purchase or redemption of the Equity Interests in Borrower.

“Subsidiary”, of any Person, at any time means any corporation, trust, partnership, limited liability company or other business entity (a) of which more than 50% of the outstanding voting securities or other interests normally entitled to vote for the election of one or more directors or trustees (regardless of any contingency which does or may suspend or dilute the voting rights) is at such time owned directly or indirectly by such Person or one or more of such Person’s Subsidiaries, or (b) which is Controlled or capable of being Controlled by such Person or one or more of such Person’s Subsidiaries.

“Substitute Index Rate” means as is specified in Section 3.4.

“Swap” means any “swap” as defined in Section 1a(47) of the CEA and regulations thereunder, other than (a) a swap entered into, or subject to the rules of, a board of trade designated as a contract market under Section 5 of the CEA, or (b) a commodity option entered into pursuant to CFTC Regulation 32.3(a).

“Swap Obligation” means any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap which is also a Lender Provided Interest Rate Hedge or a Lender Provided Foreign Currency Hedge.

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

“Term SOFR” means the Term SOFR 1 Month Rate on the day that is two (2) U.S. Government Securities Business Days prior to the Closing Date and the day that is two (2) U.S. Government Securities Business Days prior to the first day of each subsequent calendar month (any such day, the “Periodic Term SOFR Determination Day”), as such rate is published by the Term SOFR Administrator; *provided, however*, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR 1 Month Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Substitute Index Rate has not been selected pursuant to Section 3.4 below, then Term SOFR will be the Term SOFR 1 Month Rate for such tenor as published by the Term SOFR Administrator on the first preceding Business Day for which such Term SOFR 1 Month Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term SOFR Determination Day.

“Term SOFR 1 Month Rate” means the rate *per annum* quoted by the Term SOFR Administrator as the CME Term SOFR 1 Month.

“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR 1 Month Rate selected by the Administrative Agent in its reasonable discretion).

“UCP” means the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time).

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

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

“Unused Fee” means as is specified in Section 2.3(b).

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

“U.S. Borrower” means any Borrower that is a U.S. Person.

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

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

“U.S. Tax Compliance Certificate” means as is specified in Section 4.9(g)(ii)(2).
(III).

“Withholding Agent” means any Loan Party and the Administrative Agent.

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

1.2 Construction. Unless the context of this Agreement otherwise clearly requires, the following rules of construction shall apply to this Agreement and each of the other Loan Documents: (a) references to the plural include the singular, the plural, the part and the whole and the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; (b) the word “will” shall be construed to have the same meaning and effect as the word “shall”; (c) the words “hereof,” “herein,” “hereunder,” “hereto” and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document as a whole; (d) article, section, subsection, clause, schedule and exhibit references are to this Agreement or other Loan Document, as the case may be, unless otherwise specified; (e) reference to any Person includes such Person’s successors and assigns; (f) reference to this Agreement or any other Loan Document, means this Agreement or such other Loan Document, together with the schedules and exhibits hereto or thereto, as amended, modified, replaced, substituted for, superseded or restated from time to time (subject to any restrictions thereon specified in this Agreement or the other applicable Loan Document); (g) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding,” and “through” means “through and including”; (h) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time (i) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights; (j) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms; (k) section headings herein and in each other Loan Document are included for convenience and shall not affect the interpretation of this Agreement or such Loan Document, and (l) unless otherwise specified, all references herein to times of day shall constitute references to Mountain Time.

1.3 Accounting Principles; Changes in GAAP. Except as otherwise provided in this Agreement, all computations and determinations as to accounting or financial matters and all

financial statements to be delivered pursuant to this Agreement shall be made and prepared in accordance with GAAP (including principles of consolidation where appropriate), and all accounting or financial terms shall have the meanings ascribed to such terms by GAAP as in effect on the Closing Date applied on a basis consistent with those used in preparing the Financial Statements referred to in Section 5.6(a). Notwithstanding the foregoing, if at any time any change in GAAP (including the adoption of IFRS) would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); *provided* that, until so amended, (a) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (b) the Borrower shall provide to the Administrative Agent and the Lenders Financial Statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

REVOLVING CREDIT FACILITY

2.1 Revolving Credit Commitments. Subject to the terms and conditions hereof and relying upon the representations and warranties herein specified, each Lender severally agrees to make Revolving Credit Loans to the Borrower at any time or from time to time on or after the Closing Date to the Expiration Date; *provided* that after giving effect to each such Loan (i) the aggregate amount of Revolving Credit Loans from such Lender shall not exceed such Lender's Revolving Credit Commitment *minus* such Lender's Ratable Share of the outstanding Revolving Credit Loans and/or Letter of Credit Obligations and (ii) the Revolving Facility Usage shall not exceed the Revolving Credit Commitments. Within such limits of time and amount and subject to the other provisions of this Agreement, the Borrower may borrow, repay and reborrow pursuant to this Section 2.1.

2.2 Nature of Lenders' Obligations with Respect to Revolving Credit Loans. Each Lender shall be obligated to fund each request for Revolving Credit Loans pursuant to Section 2.5 in accordance with its Ratable Share. The aggregate of each Lender's Revolving Credit Loans outstanding hereunder to the Borrower at any time shall never exceed its Revolving Credit Commitment *minus* its Ratable Share of the outstanding Revolving Credit Loans and/or Letter of Credit Obligations. The obligations of each Lender hereunder are several. The failure of any Lender to perform its obligations hereunder shall not affect the Obligations of the Borrower to any other party nor shall any other party be liable for the failure of such Lender to perform its obligations hereunder. The Lenders shall have no obligation to make Revolving Credit Loans hereunder on or after the Expiration Date.

2.3 Commitment Fee; Unused Fee.

(a) Commitment Fee. Substantially simultaneously with the Closing Date, Borrower agrees to pay to the Administrative Agent for the account of each Lender according to its Ratable Share, a nonrefundable commitment fee (the "Commitment Fee") in the amount more fully set forth in the Fee Letter.

(b) Unused Fee. Accruing for each day from the Closing Date until the Expiration Date (and without regard to whether the conditions to making Revolving Credit Loans are then met), the Borrower agrees to pay to the Administrative Agent for the account of each Lender according to its Ratable Share, a nonrefundable unused fee (the “Unused Fee”) in the amount of 0.0625% multiplied by the sum of (i) the aggregate amount of the Revolving Credit Commitments of the Lenders less (ii) the average daily Revolving Facility Usage during the prior Fiscal Quarter, which Unused Fee shall be payable quarterly on the first day of each Fiscal Quarter with respect to the prior Fiscal Quarter; *provided* that no Defaulting Lender shall be entitled to receive any such Unused Fee for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such Unused Fee that otherwise would have been required to have been paid to that Defaulting Lender).

2.4 Termination or Reduction of Revolving Credit Commitments. The Borrower shall have the right, upon not less than three (3) Business Days’ notice to the Administrative Agent, to terminate the Revolving Credit Commitments or, from time to time, to reduce the aggregate amount of the Revolving Credit Commitments (ratably among the Lenders in proportion to their Ratable Shares); *provided* that no such termination or reduction of Revolving Credit Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Credit Loans made on the effective date thereof, the Revolving Facility Usage would exceed the aggregate Revolving Credit Commitments of the Lenders; *provided, further* that in the event the Revolving Credit Commitments are reduced to an aggregate amount less than the Letter of Credit Sublimit then in effect, the Letter of Credit Sublimit shall be reduced by an amount such that none of the Letter of Credit Sublimit exceed the Revolving Credit Commitments. Any such reduction shall be in an amount equal to \$10,000,000.00, or a whole multiple thereof, and shall reduce permanently the Revolving Credit Commitments then in effect. Any such reduction or termination shall be accompanied by prepayment of the Notes, together with outstanding Commitment Fees, and the full amount of interest accrued on the principal sum to be prepaid (and all amounts referred to in Section 4.10 hereof) to the extent necessary to cause the aggregate Revolving Facility Usage after giving effect to such prepayments to be equal to or less than the Revolving Credit Commitments as so reduced or terminated. Any notice to reduce the Revolving Credit Commitments under this Section 2.4 shall be irrevocable.

2.5 Revolving Credit Loan Requests. Except as otherwise provided herein, the Borrower may from time to time prior to the Expiration Date request the Lenders to make Revolving Credit Loans by delivering to the Administrative Agent, not later than 10:00 a.m. Mountain Time, three (3) Business Days prior to the proposed Borrowing Date, a duly completed request therefor substantially in the form of Exhibit C or a request by telephone immediately confirmed in writing by letter (each, a “Loan Request”), it being understood that the Administrative Agent may rely on the authority of any individual making such a telephonic request without the necessity of receipt of such written confirmation. Each Loan Request shall be irrevocable and shall specify the aggregate amount of the proposed Revolving Credit Loans, which amounts shall be in integral multiples of \$1,000,000.00 and not less than \$5,000,000.00 for each Revolving Credit Loan.

2.6 Making Revolving Credit Loans; Presumptions by the Administrative Agent; Repayment of Revolving Credit Loans; Making Revolving Credit Loans. The Administrative Agent shall, promptly after receipt by it of a Loan Request pursuant to Section 2.5, notify the

applicable Lenders of its receipt of such Loan Request specifying the information provided by the Borrower and the apportionment among the Lenders of the requested Revolving Credit Loans as determined by the Administrative Agent in accordance with Section 2.2. Each Lender shall remit its apportioned share (as provided to it by the Administrative Agent) of the principal amount of each Revolving Credit Loan to the Administrative Agent such that the Administrative Agent is able to, and the Administrative Agent shall, to the extent the Lenders have made funds available to it for such purpose and subject to Section 6.2, fund such Revolving Credit Loans to the Borrower in U.S. Dollars and immediately available funds at the Principal Office prior to 2:00 p.m.

Mountain Time, on the applicable Borrowing Date; *provided* that if any Lender fails to remit such funds to the Administrative Agent in a timely manner, the Administrative Agent may elect in its sole discretion to fund with its own funds the Revolving Credit Loans of such Lender on such Borrowing Date, and such Lender shall be subject to the repayment obligation in Section 2.6(b).

(b) Presumptions by the Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed time of any Loan that such Lender will not make available to the Administrative Agent such Lender's share of such Loan, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.6(a) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Loan available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of a payment to be made by such Lender, the greater of the Effective Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (ii) in the case of a payment to be made by the Borrower, the interest rate applicable to Loans under the Base Rate. If such Lender pays its share of the applicable Loan to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(c) Repayment of Revolving Credit Loans. The Borrower shall repay the outstanding principal amount of all Revolving Credit Loans, together with all outstanding interest thereon, on the Expiration Date.

2.7 Notes. The Obligation of the Borrower to repay the aggregate unpaid principal amount of the Revolving Credit Loans made to it by each Lender, together with interest thereon, shall be evidenced by a revolving credit Note payable to such Lender in a face amount equal to the Revolving Credit Commitment of such Lender.

2.8 Letter of Credit Subfacility.

(a) Issuance of Letters of Credit. The Borrower or any other Loan Party may at any time prior to the Expiration Date request the issuance of a letter of credit (each, a "Letter of Credit") for its own account or the account of another Loan Party or the amendment or extension of an existing Letter of Credit, by delivering or transmitting electronically, or having such other

Loan Party deliver or transmit electronically to the Issuing Lender (with a copy to the Administrative Agent) a completed application for letter of credit, or request for such amendment or extension, as applicable, in such form as the Issuing Lender may specify from time to time reasonably in advance of the proposed date of issuance, amendment or extension. The Borrower or any Loan Party shall authorize and direct the Issuing Lender to name the Borrower or any Loan Party as the “Applicant” or “Account Party” of each Letter of Credit. Promptly after receipt of any letter of credit application, the Issuing Lender shall confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit application and if not, the Issuing Lender will provide the Administrative Agent with a copy thereof.

(i) Unless the Issuing Lender has received notice from any Lender, the Administrative Agent or any Loan Party, at least one (1) day prior to the requested date of issuance, amendment or extension of the applicable Letter of Credit, that one or more applicable conditions in Article 6 is not satisfied, then, subject to the terms and conditions hereof and in reliance on the agreements of the other Lenders specified in this Section 2.8, the Issuing Lender or any of the Issuing Lender’s Affiliates will issue the proposed Letter of Credit or agree to such amendment or extension; *provided* that each Letter of Credit shall (A) have a stated expiration date no later than one (1) year after the date of issuance (or, in the case of any extension of the expiration date thereof, whether automatic or by amendment, one (1) year after the then-current expiration date thereof), and (B) in no event expire later than the Expiration Date; *provided, further*, that in no event shall the (1) Letter of Credit Obligations exceed, at any one time, \$10,000,000.00 (the “Letter of Credit Sublimit”) or (2) Revolving Facility Usage exceed, at any one time, the Revolving Credit Commitments. Each request by the Borrower for the issuance, amendment or extension of a Letter of Credit shall be deemed to be a representation by the Borrower that it shall be in compliance with the preceding sentence and with Article 6 after giving effect to the requested issuance, amendment or extension of such Letter of Credit. Promptly after delivery of any Letter of Credit or any amendment to a Letter of Credit to the beneficiary thereof, the applicable Issuing Lender will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment. Upon the request of the Administrative Agent, (x) if any Issuing Lender has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in a Letter of Credit Borrowing, or (y) if, on the Expiration Date, any Letter of Credit Obligation for any reason remains outstanding, the Borrower shall, in each case, immediately Cash Collateralize the then outstanding amount of all Letter of Credit Obligations in an amount equal to 105% of such Letter of Credit Obligations as of such date. The Borrower hereby grants to the Administrative Agent, for the benefit of each Issuing Lender and the Lenders, a security interest in all cash collateral pledged pursuant to this Section or otherwise under this Agreement.

(ii) Notwithstanding Section 2.8(a)(i), the Issuing Lender shall not be under any obligation to issue any Letter of Credit if (A) any order, judgment or decree of any Official Body or arbitrator shall by its terms purport to enjoin or restrain the Issuing Lender from issuing the Letter of Credit, or any Law applicable to the Issuing Lender or any request or directive (whether or not having the force of law) from any Official Body with jurisdiction over the Issuing Lender shall prohibit, or request that the Issuing Lender refrain



from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon the Issuing Lender with respect to the Letter of Credit any restriction, reserve or capital requirement (for which the Issuing Lender is not otherwise compensated hereunder) not in effect on the Closing Date, or any such order, judgment or decree, or Law request or directive, shall impose upon the Issuing Lender any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the Issuing Lender in good faith deems material to it, (B) the issuance of the Letter of Credit would violate one or more policies of the Issuing Lender applicable to letters of credit generally or (C) any Lender is at that time a Defaulting Lender, unless the Issuing Lender has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the Issuing Lender (in its sole discretion) with the Borrower or such Lender to eliminate the Issuing Lender's actual or potential Fronting Exposure (after giving effect to Section 2.9(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other Letter of Credit Obligations as to which the Issuing Lender has actual or potential Fronting Exposure, as it may elect in its sole discretion.

(iii) Unless otherwise agreed by an Issuing Lender when a Letter of Credit is issued or amended, (i) the rules of the ISP shall be stated therein to apply to each standby letter of credit, and (ii) the rules of the UCP shall be stated therein to apply to each commercial letter of credit. Notwithstanding the foregoing, no Issuing Lender shall be responsible to the Borrower for, and such Issuing Lender's rights and remedies against the Borrower shall not be impaired by, any action or inaction of such Issuing Lender required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the Laws or any order of a jurisdiction where such Issuing Lender or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the International Chamber of Commerce Banking Commission, the Bankers Association for Finance and Trade (BAFT), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such Laws or practice rules.

(b) Letter of Credit Fees. The Borrower shall pay (i) to the Administrative Agent for the ratable account of the Lenders a Letter of Credit Fee, and (ii) to the Issuing Lender for its own account a Letter of Credit Fronting Fee. The Borrower shall also pay to the Issuing Lender for the Issuing Lender's sole account the Issuing Lender's then-in-effect customary fees and administrative expenses payable with respect to the Letters of Credit as the Issuing Lender may generally charge or incur from time to time in connection with the issuance, maintenance, amendment (if any), assignment or transfer (if any), negotiation, and administration of Letters of Credit.

(c) Disbursements, Reimbursement. Immediately upon the issuance of each Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Issuing Lender a participation in such Letter of Credit and each drawing thereunder in an amount equal to such Lender's Ratable Share of the maximum amount available to be drawn under such Letter of Credit and the amount of such drawing, respectively.

(i) In the event of any request for a drawing under a Letter of Credit by the beneficiary or transferee thereof, the

and the Administrative Agent thereof. Provided that it shall have received such notice, the Borrower shall reimburse (such obligation to reimburse the Issuing Lender shall sometimes be referred to as a “Reimbursement Obligation”) the Issuing Lender prior to 12:00 noon on each date that an amount is paid by the Issuing Lender under any Letter of Credit (each such date, a “Drawing Date”) by paying to the Administrative Agent for the account of the Issuing Lender an amount equal to the amount so paid by the Issuing Lender. In the event the Borrower fails to reimburse the Issuing Lender (through the Administrative Agent) for the full amount of any drawing under any Letter of Credit by 12:00 noon on the Drawing Date, the Administrative Agent will promptly notify each Lender thereof, and the Borrower shall be deemed to have requested that Revolving Credit Loans be disbursed on the Drawing Date under such Letter of Credit, subject to the amount of the unutilized portion of the Revolving Credit Commitment and subject to the conditions specified in Section 6.2 other than any notice requirements. Any notice given by the Administrative Agent or Issuing Lender pursuant to this Section 2.8(c)(i) may be oral if immediately confirmed in writing; *provided* that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Lender shall upon any notice pursuant to Section 2.8(c)(i) make available to the Administrative Agent for the account of the Issuing Lender an amount in immediately available funds equal to its Ratable Share of the amount of the drawing, whereupon the participating Lenders shall (subject to Section 2.8(c)) each be deemed to have (A) made a Revolving Credit Loan to the Borrower in that amount, or (B) during the continuance of an Insolvency Proceeding or Relief Proceeding with respect to the Borrower, funded its Ratable Share of the Reimbursement Obligations arising by reason of such drawing. If any Lender so notified fails to make available to the Administrative Agent for the account of the Issuing Lender the amount of such Lender’s Ratable Share of such amount by no later than 2:00 p.m. Mountain Time on the Drawing Date, then interest shall accrue on such Lender’s obligation to make such payment, from the Drawing Date to the date on which such Lender makes such payment (A) at a rate *per annum* equal to the Effective Federal Funds Rate during the first three (3) days following the Drawing Date and (B) at a rate *per annum* equal to the rate applicable to Revolving Credit Loans on and after the fourth (4th) day following the Drawing Date. The Administrative Agent and the Issuing Lender will promptly give notice (as described in Section 2.8(c)(i) above) of the occurrence of the Drawing Date, but failure of the Administrative Agent or the Issuing Lender to give any such notice on the Drawing Date or in sufficient time to enable any Lender to effect such payment on such date shall not relieve such Lender from its obligation under this Section 2.8(c)(ii).

(iii) With respect to any unreimbursed drawing that is not converted into Revolving Credit Loans to the Borrower in whole or in part as contemplated by Section 2.8(c)(i), because of the Borrower’s failure to satisfy the conditions specified in Section 6.2 other than any notice requirements, or for any other reason, the Borrower shall be deemed to have incurred from the Issuing Lender a borrowing (each a “Letter of Credit Borrowing”) in the amount of such drawing. Such Letter of Credit Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the rate *per annum* applicable to the Revolving Credit Loans. Each Lender’s payment to the Administrative Agent for the account of the Issuing Lender pursuant to this Section 2.8(c) shall be deemed



to be a payment in respect of its participation in such Letter of Credit Borrowing (each, a “Participation Advance”) from such Lender in satisfaction of its participation obligation under this Section 2.8(c).

(d) Repayment of Participation Advances.

(i) Upon (and only upon) receipt by the Administrative Agent for the account of the Issuing Lender of immediately available funds from the Borrower (A) in reimbursement of any payment made by the Issuing Lender under the Letter of Credit with respect to which any Lender has made a Participation Advance to the Administrative Agent, or (B) in payment of interest on such a payment made by the Issuing Lender under such a Letter of Credit, the Administrative Agent on behalf of the Issuing Lender will pay to each Lender, in the same funds as those received by the Administrative Agent, the amount of such Lender’s Ratable Share of such funds, except the Administrative Agent shall retain for the account of the Issuing Lender the amount of the Ratable Share of such funds of any Lender that did not make a Participation Advance in respect of such payment by the Issuing Lender.

(ii) If the Administrative Agent is required at any time to return to any Loan Party, or to a trustee, receiver, liquidator, custodian, or any official in any Insolvency Proceeding, any portion of any payment made by any Loan Party to the Administrative Agent for the account of the Issuing Lender pursuant to this Section in reimbursement of a payment made under any Letter of Credit or interest or fees thereon, each Lender shall, on demand of the Administrative Agent, forthwith return to the Administrative Agent for the account of the Issuing Lender the amount of its Ratable Share of any amounts so returned by the Administrative Agent *plus* interest thereon from the date such demand is made to the date such amounts are returned by such Lender to the Administrative Agent, at a rate *per annum* equal to the Effective Federal Funds Rate in effect from time to time.

(e) Documentation. Each Loan Party agrees to be bound by the terms of the Issuing Lender’s application and agreement for letters of credit and the Issuing Lender’s written regulations and customary practices relating to letters of credit, though such interpretation may be different from such Loan Party’s own. In the event of a conflict between such application or agreement and this Agreement, this Agreement shall govern. It is understood and agreed that, except in the case of gross negligence or willful misconduct, the Issuing Lender shall not be liable for any error, negligence and/or mistakes, whether of omission or commission, in following any Loan Party’s instructions or those contained in the Letters of Credit or any modifications, amendments or supplements thereto.

(f) Determinations to Honor Drawing Requests. In determining whether to honor any request for drawing under any Letter of Credit by the beneficiary thereof, the Issuing Lender shall be responsible only to determine that the documents and certificates required to be delivered under such Letter of Credit have been delivered and that they comply on their face with the requirements of such Letter of Credit.

(g) Nature of Participation and Reimbursement Obligations. Each Lender’s obligation in accordance with this Agreement to make the Revolving Credit Loans or Participation

Advances, as contemplated by Section 2.8(c), as a result of a drawing under a Letter of Credit, and the Obligations of the Borrower to reimburse the Issuing Lender upon a draw under a Letter of Credit, shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Section 2.8 under all circumstances, including the following circumstances:

(i) any set-off, counterclaim, recoupment, defense or other right which such Lender may have against the Issuing Lender or any of its Affiliates, the Borrower or any other Person for any reason whatsoever, or which any Loan Party may have against the Issuing Lender or any of its Affiliates, any Lender or any other Person for any reason whatsoever;

(ii) the failure of any Loan Party or any other Person to comply, in connection with a Letter of Credit Borrowing, with the conditions specified in Sections 2.1, 2.5, 2.6 or 6.2 or as otherwise specified in this Agreement for the making of a Revolving Credit Loan, it being acknowledged that such conditions are not required for the making of a Letter of Credit Borrowing and the obligation of the Lenders to make Participation Advances under Section 2.8(c);

(iii) any lack of validity or enforceability of any Letter of Credit;

(iv) any claim of breach of warranty that might be made by any Loan Party or any Lender against any beneficiary of a Letter of Credit, or the existence of any claim, set-off, recoupment, counterclaim, cross claim, defense or other right which any Loan Party or any Lender may have at any time against a beneficiary, successor beneficiary any transferee or assignee of any Letter of Credit or the proceeds thereof (or any Persons for whom any such transferee may be acting), the Issuing Lender or its Affiliates or any Lender or any other Person, whether in connection with this Agreement, the transactions contemplated herein or any unrelated transaction (including any underlying transaction between any Loan Party or Subsidiaries of a Loan Party and the beneficiary for which any Letter of Credit was procured);

(v) the lack of power or authority of any signer of (or any defect in or forgery of any signature or endorsement on) or the form of or lack of validity, sufficiency, accuracy, enforceability or genuineness of any draft, demand, instrument, certificate or other document presented under or in connection with any Letter of Credit, or any fraud or alleged fraud in connection with any Letter of Credit, or the transport of any property or provision of services relating to a Letter of Credit, in each case even if the Issuing Lender or any of its Affiliates has been notified thereof;

(vi) payment by the Issuing Lender or any of its Affiliates under any Letter of Credit against presentation of a demand, draft or certificate or other document which does not comply with the terms of such Letter of Credit;

(vii) the solvency of, or any acts or omissions by, any beneficiary of any Letter of Credit, or any other Person having a role in any transaction or obligation relating

to a Letter of Credit, or the existence, nature, quality, quantity, condition, value or other characteristic of any property or services relating to a Letter of Credit;

(viii) any failure by the Issuing Lender or any of its Affiliates to issue any Letter of Credit in the form requested by any Loan Party, unless the Issuing Lender has received written notice from such Loan Party of such failure within three (3) Business Days after the Issuing Lender shall have furnished such Loan Party and the Administrative Agent a copy of such Letter of Credit and such error is material and no drawing has been made thereon prior to receipt of such notice;

(ix) any adverse change in the business, operations, properties, assets, condition (financial or otherwise) or prospects of any Loan Party or Subsidiaries of a Loan Party;

(x) any breach of this Agreement or any other Loan Document by any party thereto;

(xi) the occurrence or continuance of an Insolvency Proceeding with respect to any Loan Party;

(xii) the fact that an Event of Default or a Potential Default shall have occurred and be continuing;

(xiii) the fact that the Expiration Date shall have passed or this Agreement or the Commitments hereunder shall have been terminated; and

(xiv) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

(h) Liability for Acts and Omissions. As between any Loan Party and the Issuing Lender, or the Issuing Lender's Affiliates, such Loan Party assumes all risks of the acts and omissions of, or misuse of the Letters of Credit by, the respective beneficiaries of such Letters of Credit. In furtherance and not in limitation of the foregoing, the Issuing Lender shall not be responsible for any of the following, including any losses or damages to any Loan Party or other Person or property relating therefrom: (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for an issuance of any such Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged (even if the Issuing Lender or its Affiliates shall have been notified thereof); (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any such Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) the failure of the beneficiary of any such Letter of Credit, or any other party to which such Letter of Credit may be transferred, to comply fully with any conditions required in order to draw upon such Letter of Credit or any other claim of any Loan Party against any beneficiary of such Letter of Credit, or any such transferee, or any dispute between or among any Loan Party and any beneficiary of any Letter of Credit or any such transferee; (iv) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex or otherwise, whether or not they be in cipher; (v) errors in interpretation of

technical terms; (vi) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any such Letter of Credit or of the proceeds thereof; (vii) the misapplication by the beneficiary of any such Letter of Credit of the proceeds of any drawing under such Letter of Credit; or (viii) any consequences arising from causes beyond the control of the Issuing Lender or its Affiliates, as applicable, including any act or omission of any Official Body, and none of the above shall affect or impair, or prevent the vesting of, any of the Issuing Lender's or its Affiliates rights or powers hereunder. Nothing in the preceding sentence shall relieve the Issuing Lender from liability for the Issuing Lender's gross negligence or willful misconduct in connection with actions or omissions described in such subclauses (i) through (viii) of such sentence. Notwithstanding the foregoing, in no event shall the Issuing Lender or its Affiliates be liable to any Loan Party for any indirect, consequential, incidental, punitive, exemplary or special damages or expenses (including attorneys' fees), or for any damages resulting from any change in the value of any property relating to a Letter of Credit.

Without limiting the generality of the foregoing, the Issuing Lender and each of its Affiliates (i) may rely on any oral or other communication believed in good faith by the Issuing Lender or such Affiliate to have been authorized or given by or on behalf of the applicant for a Letter of Credit, (ii) may honor any presentation if the documents presented appear on their face substantially to comply with the terms and conditions of the relevant Letter of Credit; (iii) may honor a previously dishonored presentation under a Letter of Credit, whether such dishonor was pursuant to a court order, to settle or compromise any claim of wrongful dishonor, or otherwise, and shall be entitled to reimbursement to the same extent as if such presentation had initially been honored, together with any interest paid by the Issuing Lender or its Affiliate; (iv) may honor any drawing that is payable upon presentation of a statement advising negotiation or payment, upon receipt of such statement (even if such statement indicates that a draft or other document is being delivered separately), and shall not be liable for any failure of any such draft or other document to arrive, or to conform in any way with the relevant Letter of Credit; (v) may pay any paying or negotiating bank claiming that it rightfully honored under the Laws or practices of the place where such bank is located; and (vi) may settle or adjust any claim or demand made on the Issuing Lender or its Affiliate in any way related to any order issued at the applicant's request to an air carrier, a letter of guarantee or of indemnity issued to a carrier or any similar document (each, an "Order") and honor any drawing in connection with any Letter of Credit that is the subject of such Order, notwithstanding that any drafts or other documents presented in connection with such Letter of Credit fail to conform in any way with such Letter of Credit.

In furtherance and extension and not in limitation of the specific provisions specified above, any action taken or omitted by the Issuing Lender or its Affiliates under or in connection with the Letters of Credit issued by it or any documents and certificates delivered thereunder, if taken or omitted in good faith, shall not put the Issuing Lender or its Affiliates under any resulting liability to the Borrower or any Lender.

2.9 Defaulting Lenders.

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

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

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article 9 or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.2(b) shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a *pro rata* basis of any amounts owing by such Defaulting Lender to any Issuing Lender; *third*, to Cash Collateralize the Issuing Lender's Fronting Exposure with respect to such Defaulting Lender in accordance with Section 4.12; *fourth*, as the Borrower may request (so long as no Potential Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released *pro rata* in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the Issuing Lender's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with Section 4.12; *sixth*, to the payment of any amounts owing to the Lenders, the Issuing Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender or the Issuing Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Potential Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that if (x) such payment is a payment of the principal amount of any Loans or Letter of Credit Borrowing in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions specified in Section 6.2 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and Letter of Credit Borrowings owed to, all Non-Defaulting Lenders on a *pro rata* basis prior to being applied to the payment of any Loans of, or Letter of Credit Borrowing owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in Letter of Credit Obligations are held by the Lenders *pro rata* in accordance with the Commitments under the applicable Facility without giving effect to Section 2.9(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.9(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.



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

(2) Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Ratable Share of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 4.12.

(3) With respect to any Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to subclause (1) or subclause (2) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in Letter of Credit Obligations that has been reallocated to such Non-Defaulting Lender pursuant to subclause (iv) below, (y) pay to each Issuing Lender the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Issuing Lender's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in Letter of Credit Obligations shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Ratable Shares (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that such reallocation does not cause the aggregate Revolving Facility Usage of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Revolving Credit Commitment. Subject to Section 11.13, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral. If the reallocation described in subclause (iv) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under applicable Law, Cash Collateralize the Issuing Lender's Fronting Exposure in accordance with the procedures specified in Section 4.12.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent and Issuing Lender agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions specified therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit to be held *pro rata* by the Lenders in accordance with the Commitments under the applicable Facility (without

giving effect to Section 2.9(a)(iv)), whereupon such Lender will cease to be
a

Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and *provided, further*, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(c) New Letters of Credit. So long as any Lender is a Defaulting Lender, no Issuing Lender shall be required to issue, extend, renew or increase any Letter of Credit unless it is satisfied that it will have no Fronting Exposure after giving effect thereto.

2.10 Incremental Loans.

At any time prior to the Expiration Date, the Borrower may by written notice to the Administrative Agent elect to request the establishment of:

(a) one or more increases in the Revolving Credit Commitments (any such increase, an "Incremental Revolving Credit Commitment," and together with the resulting Incremental Revolving Credit Increase, the "Incremental Loan Commitments") to make revolving credit loans under the Revolving Credit Facility (any such increase, an "Incremental Revolving Credit Increase" and, together with the Incremental Revolving Credit Commitments, the "Incremental Loans"); *provided* that (i) the total aggregate principal amount for all such Incremental Loan Commitments shall not (as of any date of incurrence thereof) exceed \$100,000,000.00 in the aggregate (such that total commitments under the Revolving Credit Facility, after giving effect to any such increase, shall not exceed \$200,000,000.00) and (ii) the total aggregate principal amount for each Incremental Loan Commitment (and the Incremental Loans made thereunder) shall not be less than a minimum principal amount of \$10,000,000.00 or, if less, the remaining amount permitted pursuant to the foregoing subclause (i). Each such notice shall specify the date (each, an "Increased Amount Date") on which the Borrower proposes that any Incremental Loan Commitment shall be effective, which shall be a date not less than ten (10) Business Days after the date on which such notice is delivered to Administrative Agent. The Borrower shall invite existing Lenders and may invite any Affiliate of any Lender and/or any Approved Fund, and/or any other Person reasonably satisfactory to the Administrative Agent, to provide an Incremental Loan Commitment (any such Person, an "Incremental Lender"). Any proposed Incremental Lender offered or approached to provide all or a portion of any Incremental Loan Commitment may elect or decline, in its sole discretion, to provide such Incremental Loan Commitment. Any Incremental Loan Commitment shall become effective as of such Increased Amount Date; *provided* that:

(i) no Potential Default or Event of Default shall exist on such Increased Amount Date before or after giving effect to (1) any Incremental Loan Commitment and (2) the making of any Incremental Loans pursuant thereto;

(ii) the Administrative Agent and the Lenders shall have received from the Borrower a Compliance Certificate demonstrating, in form and substance reasonably satisfactory to the Administrative Agent, that the Borrower is in compliance with the financial covenants specified in Sections 8.12, 8.13, and 8.14 based on the Financial Statements most recently delivered pursuant to Section 7.11(a) or 7.11(b), as applicable,



both before and after giving effect to (x) any Incremental Loan Commitment and (y) the making of any Incremental Loans pursuant thereto (with any Incremental Loan Commitment being deemed to be fully drawn);

(iii) each of the representations and warranties contained in Article 5 shall be true and correct in all material respects, except to the extent any such representation and warranty is qualified by materiality or reference to Material Adverse Change, in which case, such representation and warranty shall be true, correct and complete in all respects, on such Increased Amount Date with the same effect as if made on and as of such date (except for any such representation and warranty that by its terms is made only as of an earlier date, which representation and warranty shall remain true and correct as of such earlier date);

(iv) the proceeds of any Incremental Loans shall be used for general corporate purposes of the Borrower and its Subsidiaries;

(v) Any proposed Incremental Lender shall join this Agreement as a Lender pursuant to a Lender Joinder Agreement;

(vi) each Incremental Loan Commitment (and the Incremental Loans made thereunder) shall constitute Obligations of the Borrower and shall be secured and guaranteed with the other Obligations on a *pari passu* basis;

(1) in the case of each Incremental Revolving Credit Increase:

(I) such Incremental Revolving Credit Increase shall be part of the Revolving Credit Facility, shall mature on the Expiration Date, shall bear interest and be entitled to fees, in each case at the rate applicable to the Revolving Credit Facility, and shall otherwise be subject to the same terms and conditions as the Revolving Credit Facility;

(II) any Incremental Lender making any Incremental Revolving Credit Increase shall be entitled to the same voting rights as the existing Revolving Credit Lenders under the Revolving Credit Facility and (unless otherwise agreed by the applicable Incremental Lenders; *provided* that no such agreement shall allow the Revolving Credit Commitments with respect to the Incremental Revolving Credit Increase to be terminated prior to termination of the existing Revolving Credit Commitments) each Revolving Credit Loan funded by an Incremental Revolving Credit Increase shall receive proceeds of prepayments on the same basis as the existing Revolving Credit Loans (such prepayments to be shared *pro rata* on the basis of the original aggregate funded amount thereof); and

(III) the outstanding Revolving Credit Loans and Ratable Shares of Letter of Credit Obligations will be reallocated by the Administrative Agent on the applicable Increased Amount Date among the Lenders to the Revolving Credit Facility

(including the Incremental Lenders providing such Incremental Revolving Credit Increase) in accordance with their revised Ratable Shares (and the Lenders to the Revolving Credit

Facility (including the Incremental Lenders providing such Incremental Revolving Credit Increase) agree to make all payments and adjustments necessary to effect such reallocation and the Borrower shall pay any and all costs required.

(2) Incremental Loan Commitments shall be effected pursuant to such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.10, without the consent of any other Lenders; and

(3) the Borrower shall deliver or cause to be delivered any customary legal opinions or other documents (including, without limitation, a resolution duly adopted by the board of directors (or equivalent governing body) of each Loan Party authorizing such Incremental Loans and/or Incremental Loan Commitments) reasonably requested, in writing, by Administrative Agent in connection with any such transaction.

(b) The Incremental Lenders shall be included in any determination of the Required Lenders and, unless otherwise agreed, the Incremental Lenders will not constitute a separate voting class for any purposes under this Agreement.

(c) On any Increased Amount Date on which any Incremental Revolving Credit Increase becomes effective, subject to the foregoing terms and conditions, each Incremental Lender with an Incremental Revolving Credit Commitment shall become a Lender under the Revolving Credit Facility hereunder with respect to such Incremental Revolving Credit Commitment.

ARTICLE 3 INTEREST RATES

3.1 Interest Rates. The unpaid principal amount of each Revolving Credit Loan hereunder shall bear interest from the date of disbursement to and including the date of payment at the Revolving Credit Interest Rate. Interest on the Revolving Credit Loans shall be paid by Borrower monthly on each Payment Date.

3.2 Conforming Changes Relating to the Term SOFR Rate. With respect to the Term SOFR Rate, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; *provided* that the Administrative Agent shall provide written notice to the Borrower and the Lenders of each such amendment implementing such Conforming Changes reasonably promptly after such amendment becomes effective.

3.3 Interest After Default. To the extent permitted by Law, upon the occurrence and during the continuance of an Event of Default and until such time such Event of Default shall have been cured or waived, at the discretion of the Administrative Agent or upon written demand by the Required Lenders to the Administrative Agent:

(a) Letter of Credit Fees, Interest Rate. The Letter of Credit Fees and the rate of interest for each Loan otherwise applicable pursuant to Section 2.8(b), shall be increased by 2.00% *per annum*;

(b) Other Obligations. Each other Obligation hereunder if not paid when due shall bear interest at a rate *per annum* equal to the sum of the rate of interest applicable to Revolving Credit Loans *plus* an additional 3.00% *per annum* from the time such Obligation becomes due and payable until the time such Obligation is paid in full; and

(c) Acknowledgement. The Borrower acknowledges that the increase in rates referred to in this Section 3.3 reflects, among other things, the fact that such Loans or other amounts have become a substantially greater risk given their default status and that the Lenders are entitled to additional compensation for such risk; and all such interest shall be payable by Borrower upon written demand by Administrative Agent.

3.4 Interest Rate Not Ascertainable. If Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that adequate and fair means do not exist for ascertaining Term SOFR on any applicable date or Term SOFR is not available on the basis provided herein, then Administrative Agent shall immediately notify Borrower and the Lenders of such determination. Until Administrative Agent notifies Borrower and the Lenders that such circumstance no longer exists, the Obligation shall bear interest at the Base Rate *plus* the Applicable Margin. Additionally, if Administrative Agent determines, in its reasonable discretion, that Term SOFR (a) has been or imminently will be discontinued, (b) is no longer an industry-accepted reference rate for loans of a similar type to the Loan and/or has been superseded by an alternative reference rate, or (c) is no longer representative or may not be used pursuant to a public statement by the administrator of Term SOFR or other regulatory authority (e.g., the Federal Reserve), in each case with respect to any type of loan or transaction, then Administrative Agent may select an alternative reference rate, which may reflect adjustments to the Applicable Margin (collectively, the “Substitute Index Rate”), to be used in lieu of the Term SOFR-based interest rate set forth in this Agreement (the “Pre-Substitute Rate”). Administrative Agent, the Lenders, and Borrower acknowledge that the discontinuation of Term SOFR is a future event over which neither Administrative Agent, any Lender, nor Borrower has influence but which will necessarily affect the Pre-Substitute Rate. Accordingly, Administrative Agent shall use reasonable efforts to select a Substitute Index Rate that Administrative Agent in good faith believes is a practical means of preserving the parties’ intent relative to the economics of the Pre-Substitute Rate. Notwithstanding the foregoing, the parties acknowledge that, initially and/or over time, the Substitute Index Rate will differ from the Pre-Substitute Rate. In selecting the Substitute Index Rate, Administrative Agent shall consider to what extent and the manner in which industry-accepted substitutes for Term SOFR have been established, and the parties acknowledge that different Substitute Index Rates may be selected for different types of loans and transactions. Borrower agrees that neither Administrative Agent nor any Lender shall be liable in any manner for its selection of a Substitute Index Rate; *provided* that Administrative Agent makes such selection in good faith. The Substitute Index Rate shall be used in lieu of the Pre-Substitute Rate, and all references in this Agreement to the Pre-Substitute Rate shall be deemed to refer to the Substitute Index Rate, effective as of the date specified by Administrative Agent in a written notice given by Administrative Agent to Borrower and the Lenders. To the extent practicable, such notice shall be given at least thirty (30) days prior to the effective date. The Substitute Index Rate shall remain in effect from the



effective date set forth in such notice until the Expiration Date, unless such an instance occurs where the Substitute Index Rate is no longer available, in which case the provisions of this Section will again apply for purposes of replacing the Substitute Index Rate.

PAYMENTS; TAXES; YIELD MAINTENANCE

4.1 Payments. All payments and prepayments to be made in respect of principal, interest, Commitment Fees, Letter of Credit Fees, Administrative Agent's Fee or other fees or amounts due from the Borrower hereunder shall be payable prior to 11:00 a.m. Mountain Time on the date when due without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower, and without set-off, counterclaim or other deduction of any nature (except as expressly contemplated by Section 4.9), and an action therefor shall immediately accrue. Such payments shall be made to the Administrative Agent at the Principal Office for the ratable accounts of the Lenders with respect to the Revolving Credit Loans in U.S. Dollars and in immediately available funds, and the Administrative Agent shall promptly distribute such amounts to the Lenders in immediately available funds; *provided* that in the event payments are received by 11:00 a.m. Mountain Time by the Administrative Agent with respect to the Loans and such payments are not distributed to the Lenders on the same day received by the Administrative Agent, the Administrative Agent shall pay the Lenders interest at the Effective Federal Funds Rate with respect to the amount of such payments for each day held by the Administrative Agent and not distributed to the Lenders. The Administrative Agent's statement of account, ledger or other relevant record shall, in the absence of manifest error, be conclusive as the statement of the amount of principal of and interest on the Loans and other amounts owing under this Agreement.

4.2 Voluntary Prepayments.

(a) Right to Prepay. The Borrower shall have the right at its option from time to time to prepay the Loans in whole or part without premium or penalty (except as provided in Section 4.13 below, in Section 4.8 and Section 4.10). Whenever the Borrower desires to prepay any part of the Loans, it shall provide a prepayment notice to the Administrative Agent by 1:00 p.m. Mountain Time at least one (1) Business Day prior to the date of prepayment, setting forth the following information:

- (i) the date, which shall be a Business Day, on which the proposed prepayment is to be made;
- (ii) a statement indicating the application of the prepayment to the Revolving Credit Loans; and
- (iii) the total principal amount of such prepayment, which shall not be less than \$1,000,000.00 for any Revolving Credit Loan.

All prepayment notices shall be irrevocable. The principal amount of the Loans for which a prepayment notice is given, together with interest on such principal amount, shall be due and payable on the date specified in such prepayment notice as the date on which the proposed prepayment is to be made. Any prepayment hereunder shall be subject to the Borrower's Obligation to indemnify the Lenders under Section 4.10.

4.3 Mandatory Prepayments – Sale of Assets. Within fifteen (15) Business Days of any sale of assets authorized by Section 8.6(c), the Borrower shall make a mandatory prepayment of principal equal to the after-tax proceeds (less the costs and expenses incurred by the Loan Parties or their Subsidiaries in connection with such disposition) of such sale (as estimated in good faith by the Borrower), together with accrued interest on such principal amount. All prepayments pursuant to this Section 4.3 shall be applied to payment of the principal amount of by application to the unpaid installments of principal in the inverse order of scheduled maturities; provided that, at the election of the Borrower (as notified by the Borrower to the Administrative Agent within fifteen (15) Business Days after the date of consummation of such sale of assets), the Borrower may reinvest such proceeds in assets (excluding cash and Cash Equivalents) used or useful in the business of the Borrower and its Subsidiaries within twelve (12) months after receipt of such proceeds; provided, however, that if such proceeds shall not have been fully reinvested within such twelve (12) month period, the Borrower shall be required to make such prepayment in an amount equal to such proceeds (to the extent not reinvested) upon the expiration of such twelve (12) month period.

4.4 Pro Rata Treatment of Lenders. Each borrowing of Revolving Credit Loans shall be allocated to each Lender according to its Ratable Share, and each selection of, conversion to or renewal of any Interest Rate and each payment or prepayment by the Borrower with respect to principal, interest, Commitment Fees and Letter of Credit Fees (but excluding the Administrative Agent's Fee and the Issuing Lender's fronting fee) shall (except as otherwise may be provided with respect to a Defaulting Lender), be payable ratably among the Lenders entitled to such payment in accordance with the amount of principal, interest, Commitment Fees and Letter of Credit Fees, as specified in this Agreement.

4.5 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff, counterclaim or banker's lien or other any right, by receipt of voluntary payment, by realization upon security, or by any other non-*pro rata* source, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender's receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations greater than the pro-rata share of the amount such Lender is entitled thereto, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them; *provided that*:

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, together with interest or other amounts, if any, required by Law (including court order) to be paid by the Lender or the holder making such purchase; and

(ii) the provisions of this Section 4.5 shall not be construed to apply to (x) any payment made by the Loan Parties pursuant to and in accordance with the express terms of the Loan Documents (including the application of funds arising from the existence

of a Defaulting Lender) or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or Participation Advances to any assignee or participant.

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of each Loan Party in the amount of such participation.

4.6 Administrative Agent's Clawback.

(a) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Loans that such Lender will not make available to the Administrative Agent such Lender's Ratable Share, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.6(a) and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the Loans available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at the greater of the Effective Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays its share of the applicable Loans to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Loans. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

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

4.7 Interest Payment Dates. Interest on Loans shall be due and payable in arrears on each Payment Date. Interest on mandatory prepayments of principal under Section 4.3 shall be due on the date such mandatory prepayment is due. Interest on the principal amount of each Loan or other monetary Obligation shall be due and payable on demand after such principal amount or other monetary Obligation becomes due and payable (whether on the stated Expiration Date, upon acceleration or otherwise). Interest shall be computed to, but excluding, the date payment is due.

4.8 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or the Issuing Lender;

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

(iii) impose on any Lender, any Issuing Lender or the relevant market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, the Issuing Lender or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, the Issuing Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Issuing Lender or other Recipient, the Borrower will pay to such Lender, the Issuing Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered; *provided* that upon the occurrence of any Change in Law imposing a reserve percentage on any interest rate based on SOFR, the Administrative Agent, in its reasonable discretion, may modify the calculation of each such SOFR-based interest rate to add (or otherwise account for) such reserve percentage.

(b) Capital Requirements. If any Lender or the Issuing Lender determines that any Change in Law affecting such Lender or the Issuing Lender or any Lending Office of such Lender or such Lender's or the Issuing Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Lender's capital or on the capital of such Lender's or the Issuing Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the



Loans made by, or participations in Letters of Credit such Lender, or the Letters of Credit issued by the Issuing Lender, to a level below that which such Lender or the Issuing Lender or such Lender's or the Issuing Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the Issuing Lender's policies and the policies of such Lender's or the Issuing Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender or the Issuing Lender, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Lender or such Lender's or the Issuing Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or the Issuing Lender setting forth the amount or amounts necessary to compensate such Lender or the Issuing Lender or its holding company, as the case may be, as specified in clause (a) or (b) of this Section and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender or the Issuing Lender, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

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

4.9 Taxes.

(a) Issuing Lender. For purposes of this Section 4.9, the term "Lender" includes the Issuing Lender and the term "applicable Law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be without deduction or withholding for any Taxes, except as required by applicable Law. If any applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Official Body in accordance with applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 4.9) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the Loan Parties. The Loan Parties shall timely pay to the relevant Official Body in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 4.9) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Official Body. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of any of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 11.8(c) relating to the maintenance of a Participant Register, and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Official Body. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 4.9(e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to an Official Body pursuant to this Section 4.9, such Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Official Body evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders.

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



requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation specified in Sections 4.9(g)(ii)(1), (ii)(2), and (ii)(4) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. For purposes of this Section 4.9(g), Administrative Agent shall be treated as a Lender and required to deliver documentation to Borrower as if it were a Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Borrower,

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

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

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

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

(III) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit D-1 to the effect that such Foreign Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the

foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed originals of IRS Form W-8BEN-E (or W-8BEN if applicable); or

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

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

(4) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by Law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this subclause (4), “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

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



(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 4.9 (including by the payment of additional amounts pursuant to this Section 4.9), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 4.9 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Official Body with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 4.9(h) (*plus* any penalties, interest or other charges imposed by the relevant Official Body) in the event that such indemnified party is required to repay such refund to such Official Body. Notwithstanding anything to the contrary in this Section 4.9(h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 4.9(h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This clause shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 4.9 shall survive the resignation of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all Obligations.

4.10 Indemnity. In addition to the compensation or payments required by Section 4.8 or Section 4.9 (and without duplication of any amounts described therein), the Borrower shall indemnify each Lender against all liabilities, losses or expenses (including loss of anticipated profits, any foreign exchange losses and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain any Loan, from fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract) which such Lender sustains or incurs as a consequence of any attempt by the Borrower to revoke (expressly, by later inconsistent notices or otherwise) in whole or part any Loan Requests under Section 2.5 or notice relating to prepayments under Section 4.2 or failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan on the date or in the amount notified by the Borrower. If any Lender sustains or incurs any such loss or expense, it shall from time to time notify the Borrower of the amount determined in good faith by such Lender (which determination may include such assumptions, allocations of costs and expenses and averaging or attribution methods as such Lender shall deem reasonable) to be necessary to indemnify such Lender for such loss or expense. Such notice shall specify in reasonable detail the basis for such determination. Such amount shall be due and payable by the Borrower to such Lender ten (10) Business Days after such notice is given.

4.11 Settlement Date Procedures. The Administrative Agent shall notify each Lender of its Ratable Share of the total of the Revolving Credit Loans (each, a "Required Share"). On such Settlement Date, each Lender shall pay to the Administrative Agent the amount equal to the difference

Agent shall pay to each Lender its Ratable Share of all payments made by the Borrower to the Administrative Agent with respect to the Revolving Credit Loans. The Administrative Agent shall also effect settlement in accordance with the foregoing sentence on the proposed Borrowing Dates for Revolving Credit Loans and on any mandatory prepayment date as provided for herein and may at its option effect settlement on any other Business Day. The Administrative Agent may at any time at its option for any reason whatsoever require each Lender to pay immediately to the Administrative Agent such Lender's Ratable Share of the outstanding Revolving Credit Loans and each Lender may at any time require the Administrative Agent to pay immediately to such Lender its Ratable Share of all payments made by the Borrower to the Administrative Agent with respect to the Revolving Credit Loans.

4.12 Cash Collateral. At any time that there shall exist a Defaulting Lender, within one (1) Business Day following the written request of the Administrative Agent or the Issuing Lender (with a copy to the Administrative Agent) the Borrower shall Cash Collateralize the Issuing Lender's Fronting Exposure with respect to such Defaulting Lender (determined after giving effect to Section 2.9(a)(iv)) and any Cash Collateral provided by such Defaulting Lender) in an amount not less than the Minimum Collateral Amount.

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

(b) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under this Section 4.12 or Section 2.9 in respect of Letters of Credit shall be applied to the satisfaction of the Defaulting Lender's obligation to fund participations in respect of Letter of Credit Obligations (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(c) Termination of Requirement. Cash Collateral (or the appropriate portion thereof) provided to reduce the Issuing Lender's Fronting Exposure shall no longer be required to be held as Cash Collateral pursuant to this Section 4.12 following (i) the elimination of the applicable Fronting Exposure (including by the termination of Defaulting Lender status of the applicable Lender), or (ii) the determination by the Administrative Agent and the Issuing Lender that there exists excess Cash Collateral; *provided that*, subject to Section 2.9 the Person providing Cash Collateral and the Issuing Lender may agree that Cash Collateral shall be held to support future anticipated Fronting Exposure or other obligations; *provided, further*, that to the extent that

such Cash Collateral was provided by the Borrower, such Cash Collateral shall remain subject to the security interest granted pursuant to Section 4.12(a) above.

4.13 Replacement of a Lender. If any Lender requests compensation under Section 4.8, or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Official Body for the account of any Lender pursuant to Section 4.9 and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 4.14, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.8), all of its interests, rights (other than its existing rights to payments pursuant to Section 4.8 or Section 4.9) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); *provided that*:

(a) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 11.8;

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in Letter of Credit Borrowings, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 4.10) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 4.8 or payments required to be made pursuant to Section 4.9, such assignment will result in a reduction in such compensation or payments thereafter;

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

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

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

4.14 Designation of a Different Lending Office. If any Lender requests compensation under Section 4.8, or the Borrower is or will be required to pay any Indemnified Taxes or additional amounts to any Lender or any Official Body for the account of any Lender pursuant to Section 4.9, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 4.8 or Section 4.9, as the case may be, in the future, and (ii) would not subject such

Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

The Loan Parties, jointly and severally, represent and warrant to the Administrative Agent and each of the Lenders as follows:

5.1 Organization and Qualification; Power and Authority; Compliance With Laws; Title to Properties; Event of Default. Each Loan Party and each Subsidiary of each Loan Party (a) is a corporation, partnership or limited liability company duly organized or formed, validly existing and in good standing under the Laws of its jurisdiction of organization, (b) has all necessary lawful power and authority, and all necessary licenses, approvals and authorizations to own or lease its properties and to engage in the business it presently conducts, (c) is duly licensed or qualified and in good standing in each jurisdiction where the property owned or leased by it or the nature of the business transacted by it or both makes such licensing or qualification necessary and the absence of such licensing or qualification would reasonably be expected to result in a Material Adverse Change, (d) has full power and authority to enter into, execute, deliver and carry out this Agreement and the other Loan Documents to which it is a party, to incur the Indebtedness contemplated by the Loan Documents and to perform its Obligations, and all such actions have been duly authorized by all necessary action and proceedings on its part, (e) is in compliance in all material respects with all applicable Laws (other than Environmental Laws which are specifically addressed in Section 5.15) in all jurisdictions in which any Loan Party or Subsidiary of any Loan Party is presently or will be doing business except where (i) the failure to do so, either individually or in the aggregate, would not reasonably be expected to constitute a Material Adverse Change or (ii) any non-compliance is being contested in good faith by appropriate proceedings diligently conducted, and (f) has good and marketable title to or valid leasehold interest in all properties, assets and other rights which it purports to own or lease or which are reflected as owned or leased on its books and records, free and clear of all Liens and encumbrances other than Permitted Liens, except where the failure to do so, either individually or in the aggregate, would not reasonably be expected to constitute a Material Adverse Change. No Event of Default or Potential Default has occurred and is continuing or would result from the performance by any Loan Party of its Obligations.

5.2 Borrower; Subsidiaries and Owners; Investment Companies. All of the outstanding Equity Interests in the Borrower have been duly authorized and validly issued and are fully paid and non-assessable. Schedule 5.2 states (a) the name of each of the Borrower's Subsidiaries, its jurisdiction of organization and the amount, percentage and type of Equity Interests in such Subsidiary, (b) the name of each holder of a Subsidiary Equity Interest in each subsidiary, and the amount thereof, and (c) any options, warrants or other rights outstanding to purchase any such Equity Interests referred to in clause (a) or (b). The Borrower and each Subsidiary of the Borrower has good and marketable title to all of the Equity Interests in its Subsidiaries that it purports to own, free and clear in each case of any Lien (other than Permitted Liens) and all such Equity Interests have been duly authorized and validly issued, and are fully paid and nonassessable. No Loan Party has any equity investment in another entity not disclosed also on Schedule 5.2. None



of the Loan Parties or Subsidiaries of any Loan Party is an “investment company” registered or required to be registered under the Investment Company Act of 1940 or under the “control” of an “investment company” as such terms are defined in the Investment Company Act of 1940 and shall not become such an “investment company” or under such “control.”

5.3 Validity and Binding Effect. This Agreement has been, and each of the other Loan Documents when delivered will have been, (a) duly authorized, validly executed and delivered by each Loan Party, and (b) constitutes, or will constitute, legal, valid and binding obligations of each Loan Party which is or will be a party thereto, enforceable against such Loan Party in accordance with its terms.

5.4 No Conflict; Material Agreements; Consents. Neither the execution and delivery of this Agreement or the other Loan Documents by any Loan Party nor the consummation of the transactions herein or therein contemplated or compliance with the terms and provisions hereof or thereof by any of them will conflict with, constitute a default under or result in any breach of (a) the terms and conditions of the certificate of incorporation, bylaws, certificate of limited partnership, partnership agreement, certificate of formation, limited liability company agreement or other organizational documents of any Loan Party or (b) any Law or any material agreement or instrument or order, writ, judgment, injunction or decree to which any Loan Party or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or to which it is subject or by which it is affected, or result in the creation or enforcement of any Lien whatsoever upon any property (now or hereafter acquired) of any Loan Party or any of its Subsidiaries (other than Liens granted under the Loan Documents). There is no default under such material agreement (referred to above) and none of the Loan Parties or their Subsidiaries is bound by any contractual obligation, or subject to any restriction in any organizational document, or any requirement of Law which would reasonably be likely to result in a Material Adverse Change. No consent, approval, exemption, order or authorization of, or a registration or filing with, or notice to, any Official Body or any other Person is required by any Law or any agreement in connection with the execution, delivery and performance by, or enforcement against, any Loan Party of this Agreement and the other Loan Documents except such as has been obtained or issued.

5.5 Litigation. There are no actions, suits, claims, proceedings or investigations pending or, to the knowledge of any Loan Party, threatened against such Loan Party or any Subsidiary of such Loan Party or any of their properties at law or in equity before any Official Body which (a) individually or in the aggregate would reasonably be expected to result in any Material Adverse Change or (b) state to affect, impact or restate this Agreement or any of the other Loan Documents or the transactions contemplated hereby or thereby. None of the Loan Parties or any Subsidiaries of any Loan Party is in violation of any order, writ, injunction or any decree of any Official Body which would reasonably be expected to result in any Material Adverse Change.

5.6 Financial Statements.

(a) Historical Statements. The Borrower has delivered to the Administrative Agent copies of its audited consolidated year-end balance sheet, statement of income or operations, shareholders’ equity and cash flows, for and as of the end of the fiscal year ended December 31, 2025. In addition, the Borrower has delivered to the Administrative Agent copies of its unaudited consolidated interim balance sheet, statement of income or operations, shareholders’ equity and



cash flows, for the fiscal year to date and as of the end of the fiscal quarter ended June 30, 2026 (all such annual and interim statements being collectively referred to as the “Financial Statements”). The Financial Statements (i) were compiled from the books and records maintained by the Borrower’s management, (ii) are correct and complete, and (iii) fairly represent the consolidated financial condition of the Borrower and its Subsidiaries as of the respective dates thereof and the results of operations for the fiscal periods then ended in accordance with GAAP consistently applied throughout the period covered thereby, subject (in the case of the interim Financial Statements) to normal year-end audit adjustments utilized on a consistent basis, and (iv) have been prepared in accordance with GAAP consistently applied throughout the period covered thereby, subject (in the case of the interim Financial Statements) to normal year-end audit adjustments utilized on a consistent basis.

5.7 Accuracy of Financial Statements. Neither the Borrower nor any Subsidiary of the Borrower has any indebtedness, liabilities, contingent or otherwise, or forward or long-term commitments that are not disclosed in the Financial Statements or in the notes thereto or on Schedule 8.1 attached hereto and incorporated herein by reference, and except as disclosed therein there are no unrealized or anticipated losses from any commitments of the Borrower or any Subsidiary of the Borrower which would reasonably be expected to cause a Material Adverse Change. Since December 31, 2025, no Material Adverse Change has occurred.

5.8 Margin Stock. None of the Loan Parties or any Subsidiaries of any Loan Party engages or intends to engage principally, or as one of its important activities, in the business of extending credit for the purpose, immediately, incidentally or ultimately, of purchasing or carrying margin stock (within the meaning of Regulation U, T or X as promulgated by the Board of Governors of the Federal Reserve System). No part of the proceeds of any Loan has been or will be used, immediately, incidentally or ultimately, to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or which is inconsistent with the provisions of the regulations of the Board of Governors of the Federal Reserve System. None of the Loan Parties or any Subsidiary of any Loan Party holds or intends to hold margin stock in such amounts that more than 25% of the reasonable value of the assets of any Loan Party or Subsidiary of any Loan Party are or will be represented by margin stock.

5.9 Full Disclosure. Neither this Agreement nor any other Loan Document, nor any certificate, report, statement, agreement or other documents or other information (written or oral) furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection herewith or therewith or the transactions contemplated hereby or thereby (as modified or supplemented), contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein, in light of the circumstances under which they were made, not misleading; *provided* that in connection with any financial projections, the Loan Parties represent that such projections were prepared in good faith based upon assumptions believed by them to be reasonable at the time when made. There is no fact known to any Loan Party which would reasonably be expected to result in a Material Adverse Change which has not been specified in this Agreement, posted on the website of the SEC or in the certificates, statements, agreements or other documents furnished in writing to the Administrative Agent prior to or at the date hereof in connection with the transactions contemplated hereby.

5.10 Taxes. All federal, state, local and other tax returns required to have been filed (taking into account applicable extensions of time to file) with respect to each Loan Party and each Subsidiary of each Loan Party have been filed, and payment or adequate provision has been made for the payment of all taxes, fees, assessments and other governmental charges which have or may become due pursuant to said returns or otherwise levied or imposed upon them, their properties, income or assets which are due and payable, in each case, except (i) to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Change or (ii) to the extent that such taxes, fees, assessments and other charges are being contested in good faith by appropriate proceedings diligently conducted and for which such reserves or other appropriate provisions, if any, as shall be required by GAAP, shall have been made.

5.11 Patents, Trademarks, Copyrights, Licenses, Etc. Each Loan Party and each Subsidiary of each Loan Party owns or possesses all the material patents, trademarks, service marks, trade names, copyrights, licenses, registrations, franchises, permits and rights necessary to own and operate its properties and to carry on its business as presently conducted and planned to be conducted by such Loan Party or Subsidiary, without known possible, alleged or actual conflict with the rights of others, except where the failure to do so would not reasonably be expected to constitute a Material Adverse Change.

5.12 Liens in the Collateral. The Liens in the Collateral granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Collateral Documents constitute and will continue to constitute first priority, perfected security interests, except in the case of (a) Permitted Liens, to the extent any such Permitted Liens would have priority over Liens in favor of the Administrative Agent pursuant to any applicable Law and (b) Liens perfected only by possession, to the extent the Administrative Agent has not obtained or does not maintain possession of such Collateral. All filing fees and other expenses in connection with the perfection of such Liens have been or will be paid by the Borrower.

5.13 Insurance. The properties of each Loan Party and each of its Subsidiaries are insured pursuant to policies and other bonds which are valid and in full force and effect and which provide adequate coverage from reputable and financially sound insurers which are not Affiliates of any Loan Party (or such coverage is from self-insurance to the extent customary and also compatible with the following standards) in amounts sufficient to insure the assets and risks of each such Loan Party and Subsidiary in accordance with prudent business practice in the industry of such Loan Parties and Subsidiaries in the locations where the applicable Loan Party conducts business.

5.14 ERISA Compliance.

(a) Except as would not reasonably be expected to result in a Material Adverse Change, each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other federal or state Laws. Except as would not reasonably be expected to result in a Material Adverse Change, each Plan that is intended to qualify under Section 401(a) of the Code has received from the IRS a favorable determination or opinion letter, which has not by its terms expired, that such Plan is so qualified, or such Plan is entitled to rely on an IRS advisory or opinion letter with respect to an IRS-approved master and prototype or volume submitter plan, or a timely application for such a determination or opinion letter is currently being processed by

the IRS with respect thereto; and, to the best knowledge of Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. Borrower and each member of the ERISA Group have made all required contributions to each Pension Plan subject to Sections 412 or 430 of the Code, and no application for a funding waiver or an extension of any amortization period pursuant to Sections 412 or 430 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the best knowledge of the Loan Parties and each of their Subsidiaries, threatened claims, actions or lawsuits, or action by any Official Body, with respect to any Plan that could reasonably be expected to result in a Material Adverse Change. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Change.

(c) Except as would not reasonably be expected to result in a Material Adverse Change, (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any unfunded pension liability (i.e., excess of benefit liabilities over the current value of that Pension Plan's assets, determined pursuant to the assumptions used for funding the Pension Plan for the applicable plan year in accordance with Section 430 of the Code); (iii) neither Borrower nor any member of the ERISA Group has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither Borrower nor any member of the ERISA Group has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 of ERISA, with respect to a Multiemployer Plan; (v) neither Borrower nor any member of the ERISA Group has received notice pursuant to Section 4242(a)(1)(B) of ERISA that a Multiemployer Plan is in reorganization and that additional contributions are due to the Multiemployer Plan pursuant to Section 4243 of ERISA; (vi) neither Borrower nor any member of the ERISA Group has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA; and (vii) no Pension Plan or Multiemployer Plan has been terminated by the plan administrator thereof nor by the PBGC, and no event or circumstance has occurred or exists that could reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Pension Plan or Multiemployer Plan.

5.15 Environmental Matters.

(a) Each Loan Party is and, to the knowledge of each respective Loan Party and each of its Subsidiaries and such properties and all operations conducted in connection therewith are and have been in compliance with applicable Environmental Laws except as disclosed on Schedule 5.15; *provided* that such matters so disclosed could not in the aggregate result in a Material Adverse Change. There is no contamination at, under or about such properties or such operations which could interfere with the continued operation of such properties or impair the fair saleable value thereof.

(b) The properties owned, leased or operated by each Loan Party and each of its Subsidiaries now or in the past do not contain, and to their knowledge have not previously contained, any Hazardous Materials in amounts or concentrations which constitute or constituted a violation of applicable Environmental Laws.

(c) No Loan Party nor any of its Subsidiaries has received any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters, Hazardous Materials, or compliance with Environmental Laws that, if adversely determined, could reasonably be expected, individually or in the aggregate to, result in a Material Adverse Change, nor does any Loan Party or any of its Subsidiaries have knowledge or reason to believe that any such notice will be received or is being threatened.

(d) To the knowledge of each Loan Party and each of its Subsidiaries, Hazardous Materials have not been transported or disposed of to or from the properties owned, leased or operated by any Loan Party or any of its Subsidiaries in violation of, or in a manner or to a location which could give rise to liability under Environmental Laws, nor have any Hazardous Materials been generated, treated, stored or disposed of at, on or under any of such properties in violation of, or in a manner that could give rise to liability under, any applicable Environmental Laws.

(e) No judicial proceedings or governmental or administrative action is pending, or to the knowledge of the Borrower, threatened, under any Environmental Law to which any Loan Party or any of its Subsidiaries are or will be named as a potentially responsible party, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any applicable Environmental Law with respect to any Loan Party or any of its Subsidiaries or operations conducted in connection therewith that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change.

(f) There has been no release, or to the knowledge of Borrower, threat of release, of Hazardous Materials at or from properties owned, leased or operated by any Loan Party or any of its Subsidiaries, now or in the past, in violation of or in the amounts or in a manner that could give rise to liability under applicable Environmental Laws that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Change.

(g) Each Loan Party is and, to the knowledge of each respective Loan Party and each of its Subsidiaries, has been in compliance with applicable Environmental Laws except as disclosed on Schedule 5.15; *provided* that such matters so disclosed could not in the aggregate result in a Material Adverse Change.

5.16 Solvency. On the Closing Date and after giving effect to the initial Loans hereunder, each of the Loan Parties, taken as a whole, are Solvent.

5.17 Sanctions; International Trade, Anti-Money Laundering and Anti-Corruption Laws. No Covered Entity nor any of its directors, officers, or employees, nor, to the knowledge of any Loan Party, any agents or affiliates acting on behalf of any Covered Entity: (a) is a Sanctioned Person; (b) does business in or with, or derives any of its income, directly or indirectly, from any Sanctioned Person or any Sanctioned Jurisdiction; or (c) is in violation of, or is, directly or indirectly, taking any action that could cause any Covered Entity to be in violation of, applicable International Trade Laws, Sanctions, Anti-Money Laundering Laws, or Anti-Corruption Laws. No Covered Entity nor any of its directors, officers, or employees, nor to the knowledge of any Loan Party, any agents or affiliates acting on behalf of any Covered Entity: (x) is in receipt of any notice



or communication from any Compliance Authority that alleges, or otherwise pertains to, an actual or potential violation of any International Trade Laws, Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws; or (y) is the target or subject of any investigation, or has received any request for information, involving any allegation relating to a violation of any International Trade Laws, Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws by an Official Body. Each Covered Entity has instituted, maintains, and enforces policies and procedures reasonably designed to ensure compliance with applicable International Trade Laws, Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws. There is no Covered Property pledged as Collateral.

ARTICLE 6
CONDITIONS OF LENDING AND ISSUANCE OF LETTERS OF
CREDIT

The obligation of each Lender to make Loans and of the Issuing Lender to issue Letters of Credit hereunder is subject to the performance by each of the Loan Parties of its Obligations to be performed hereunder at or prior to the making of any such Loans or issuance of such Letters of Credit and to the satisfaction of the following further conditions:

6.1 Initial Loans and Letters of Credit.

(a) Deliveries. On the Closing Date, the Administrative Agent shall have received each of the following in form and substance reasonably satisfactory to the Administrative Agent:

(i) A certificate of each of the Loan Parties signed by an Authorized Officer, dated the Closing Date stating that (x) the Loan Parties are in compliance with each of the covenants and conditions hereunder and under the Loan Documents, (y) no Material Adverse Change has occurred since the date of the last audited Financial Statements of the Borrower delivered to the Administrative Agent (and the Administrative Agent and Required Lenders shall not have otherwise determined) and (z) the conditions stated in this Section 6.1 and Section 6.2 have been satisfied;

(ii) A certificate dated the Closing Date and signed by the Secretary or an Assistant Secretary of each of the Loan Parties, certifying as appropriate as to: (A) all action taken by each Loan Party to validly authorize, duly execute and deliver this Agreement and the other Loan Documents and attaching copies of such resolution or other corporate or organizational action; (B) the names, authority and capacity of the Authorized Officers authorized to sign the Loan Documents and their true signatures; and (D) copies of its organizational documents as in effect on the Closing Date, to the extent applicable, certified as of a sufficiently recent date prior to the Closing Date by the appropriate state official where such documents are filed in a state office together with certificates from the appropriate state officials as to due organization and the continued valid existence, good standing and qualification to engage in its business of each Loan Party in the state of its organization and in each state where conduct of business or ownership or lease of properties or assets requires such qualification;

(iii) This Agreement and each of the other Loan Documents duly executed by the parties thereto;

(iv) Appropriate transfer powers and stock or other certificates evidencing the pledged Collateral;

(v) Written opinion(s) of counsel for the Loan Parties, dated the Closing Date and in form and substance reasonably satisfactory to the Administrative Agent;

(vi) A duly completed Compliance Certificate as of the last day of the fiscal quarter of Borrower most recently ended prior to the Closing Date, signed by an Authorized Officer of Borrower;

(vii) All material consents, licenses and approvals required for the delivery and performance by any Loan Party of any Loan Document and the enforceability of any Loan Document against such Loan Party, certified by an Authorized Officer that each is in full force and effect and none other is so required or necessary;

(viii) Evidence that all Indebtedness not permitted under Section 8.1 shall have been paid in full and that all necessary termination statements, release statements and other releases in connection with all Liens (other than Permitted Liens) have been filed or satisfactory arrangements have been made for such filing (including payoff letters, if applicable, in form and substance reasonably satisfactory to the Administrative Agent);

(ix) Lien searches in acceptable scope and with acceptable results;

(x) A certificate of an Authorized Officer of the Borrower as to the Solvency of each of the Loan Parties taken as a whole after giving effect to the transactions contemplated by this Agreement;

(xi) The Financial Statements and the Projections;

(xii) Certificate of Beneficial Ownership; USA PATRIOT Act Diligence. The Administrative Agent and each Lender shall have received, in form and substance acceptable to the Administrative Agent and each Lender such documentation and other information requested in connection with applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act; and

(xiii) Such other documents in connection with such transactions as the Administrative Agent or its counsel may reasonably request.

(b) Payment of Fees. The Borrower shall have paid all fees and expenses payable on or before the Closing Date as required by this Agreement, the Fee Letter or any other Loan Document.

Without limiting the generality of the provisions of Section 10.3(c), for purposes of determining compliance with the conditions specified in this Section 6.1, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

6.2 Each Loan or Letter of Credit. At the time of making any Loans or issuing, extending or increasing any Letters of Credit and after giving effect to the proposed extensions of credit: (a) the representations and warranties of the Loan Parties in the Loan Documents shall then be true and correct in all material respects (unless qualified by materiality or reference to the absence of a Material Adverse Change, in which event such representations and warranties shall be true and correct), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this Section 6.2, the representations and warranties contained in Section 5.6 shall be deemed to refer to the most recent Financial Statements furnished pursuant to the Reporting Requirements set forth in Section 7.11, (b) no Event of Default or Potential Default shall have occurred and be continuing or would result from such Loan or Letter of Credit or the application of the proceeds thereof, (c) the making of the Loans or issuance, extension or increase of such Letter of Credit shall not contravene any Law applicable to any Loan Party or Subsidiary of any Loan Party or any of the Lenders, (d) no Material Adverse Change shall have occurred since the date of the last audited Financial Statements of the Borrower delivered to the Administrative Agent, and (e) the Borrower shall have delivered to the Administrative Agent a duly executed and completed Loan Request or to the Issuing Lender an application for a Letter of Credit, as the case may be. Each Loan Request and Letter of Credit application shall be deemed to be a representation that the conditions specified in Section 6.1 and this Section 6.2 have been satisfied on or prior to the date thereof.

ARTICLE 7 AFFIRMATIVE COVENANTS

Each Loan Party, jointly and severally, hereby covenants and agrees that until the Facility Termination Date, the Loan Party shall comply at all times with the following covenants:

7.1 Preservation of Existence, Etc. Each Loan Party shall, and shall cause each of its Subsidiaries to, (a) maintain its legal existence as a corporation, limited partnership or limited liability company and its license or qualification and good standing in each jurisdiction in which its ownership or lease of property or the nature of its business makes such license or qualification necessary, except as otherwise expressly permitted in Section 8.5 (b) maintain all licenses, consents, permits, franchises, rights and qualifications necessary for the standard operation of its business, except where the maintenance thereof would not reasonably be expected to result in a Material Adverse Change, and (c) maintain and preserve all intellectual properties, including without limitation trademarks, trade names, patents, copyrights and other marks, registered and necessary for the standard operation of its business except where the maintenance thereof would not reasonably be expected to result in a Material Adverse Change.

7.2 Payment of Liabilities, Including Taxes, Etc. Each Loan Party shall, and shall cause each of its Subsidiaries to, duly pay and discharge (a) all liabilities to which it is subject or which are asserted against it, promptly as and when the same shall become due and payable, including all taxes, assessments and governmental charges upon it or any of its properties, assets, income or profits, prior to the date on which penalties attach thereto, except (i) where the failure to pay or discharge such claims or charges would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change or (ii) to the extent that such liabilities, including taxes, assessments or charges, are being contested in good faith and by appropriate and lawful



proceedings diligently conducted and for which such reserve or other appropriate provisions, if any, as shall be required by GAAP shall have been made and (b) all lawful and valid claims which, if unpaid, would result in the attachment of a Lien on its property as a matter of Law or contract.

7.3 Maintenance of Insurance. Each Loan Party shall, and shall cause each of its Subsidiaries to, insure its properties and assets against loss or damage by fire and such other insurable hazards as such assets are commonly insured (including fire, extended coverage, property damage, workers' compensation, public liability and business interruption insurance) and against other risks (including errors and omissions) in such amounts as similar properties and assets are insured by prudent companies in similar circumstances carrying on similar businesses, and with reputable and financially sound insurers, including self-insurance to the extent customary or acceptable to the Administrative Agent, all as reasonably determined by the Administrative Agent.

7.4 Maintenance of Properties and Leases. Each Loan Party shall, and shall cause each of its Subsidiaries to, maintain in good repair, working order and condition (ordinary wear and tear excepted) in accordance with the general practice of other businesses of similar character and size, all of those properties useful or necessary to its business, and from time to time, such Loan Party will make or cause to be made all reasonably necessary and appropriate repairs, renewals or replacements thereof, except where the failure to do so would not reasonably be expected to result in a Material Adverse Change.

7.5 Inspection Rights. Each Loan Party shall, and shall cause each of its Subsidiaries to, permit any of the officers or authorized employees or representatives of the Administrative Agent or any of the Lenders to visit and inspect any of its properties and to examine and make excerpts from its books and records and discuss its business affairs, finances and accounts with its officers, directors and independent accountants, all in such detail and at such times and as often as any of the Lenders may reasonably request in writing; *provided* that each Lender shall provide the Borrower and the Administrative Agent with reasonable written notice prior to any visit or inspection. In the event any Lender desires to conduct an audit of any Loan Party, such Lender shall make a reasonable effort to conduct such audit contemporaneously with any audit to be performed by the Administrative Agent; *provided, further*, that any such visit and inspection shall be at the expense of the Borrower only once per year except when an Event of Default has occurred and is continuing, in which case (i) any such visit or inspection shall be conducted at reasonable times during normal business hours and upon reasonable prior notice to the Borrower and (ii) the number of such visits and inspections at the expense of the Borrower shall not exceed two (2) per year.

7.6 Keeping of Records and Books of Account. Each Loan Party shall, and shall cause each of its Subsidiaries to, maintain and keep books of record and account which enable the Borrower and its Subsidiaries to issue Financial Statements in accordance with GAAP consistently applied and as otherwise required by applicable Laws of any Official Body having jurisdiction over the Borrower or any Subsidiary of the Borrower, and in which full, true and correct entries shall be made in all material respects of all financial transactions.

7.7 Compliance with Laws; Use of Proceeds.

(a) Each Loan Party shall, and shall cause each of its Subsidiaries to, comply in all material respects with all applicable Laws, including all Environmental Laws, in all respects; except (i) where such compliance with any law is being contested in good faith by appropriate proceedings diligently conducted, and (ii) that it shall not be deemed to be a violation of this Section 7.7 if any failure to comply with any Law would not result in fines, penalties, remediation costs, other similar liabilities or injunctive relief which in the aggregate would reasonably be expected to constitute a Material Adverse Change.

(b) The Loan Parties will use the proceeds of the Loans for general corporate purposes, including, but not limited to, funding Stock Buybacks, and as permitted by applicable Law.

7.8 Additional Subsidiaries; Further Assurances.

(a) Additional Domestic Subsidiaries. Promptly after the creation or acquisition of any Material Domestic Subsidiary (and, in any event, within thirty (30) days after such creation or acquisition, as such time period may be extended by the Administrative Agent in its sole discretion) cause such Material Domestic Subsidiary (except if such Material Domestic Subsidiary is a direct or indirect Subsidiary of a Foreign Subsidiary) to (i) become a Guarantor and grant a security interest in all personal and/or real property of such Material Domestic Subsidiary (subject to the exceptions specified in the Collateral Documents) owned by such Subsidiary by delivering to the Administrative Agent a duly executed Guarantor Joinder or such other documents as the Administrative Agent shall deem appropriate for such purpose, (ii) deliver to the Administrative Agent such opinions, documents and certificates referred to in Section 6.1 as may be reasonably requested, in writing, by the Administrative Agent, (iii) deliver to the Administrative Agent original certificates evidencing all of the issued and outstanding Equity Interests of such Material Domestic Subsidiary, if any, which certificates shall be accompanied by undated stock powers duly executed in blank, or, if any such interests are uncertificated securities, confirmation and evidence reasonably satisfactory to the Administrative Agent that the security interest in such uncertificated securities has been transferred to and perfected by the Administrative Agent for the benefit of the Secured Parties in accordance with the UCC and all laws otherwise applicable to the perfection of the pledge of such shares, (iv) deliver to the Administrative Agent such updated Schedules to the Loan Documents as requested, in writing, by the Administrative Agent with respect to such Material Domestic Subsidiary, and (v) deliver to the Administrative Agent such other documents as may be reasonably requested, in writing, by the Administrative Agent, all in form, content and scope reasonably satisfactory to the Administrative Agent.

(b) Additional Foreign Subsidiaries. Notify the Administrative Agent promptly after any Person becomes a direct Foreign Subsidiary of the Borrower or a Domestic Subsidiary (unless such Domestic Subsidiary is an Excluded Subsidiary) (a “First Tier Foreign Subsidiary”), and promptly thereafter (and, in any event, within thirty (30) days after such notification, as such time period may be extended by the Administrative Agent in its sole discretion), cause (i) the applicable Loan Party to deliver to the Administrative Agent Collateral Documents pledging sixty five percent (65%) of the total outstanding voting Equity Interests (and one hundred percent (100%) of the non-voting Equity Interests) of any such new First Tier Foreign Subsidiary and a consent thereto executed by such new First Tier Foreign Subsidiary (including, without limitation, if applicable, original certificated Equity Interests (or the equivalent thereof pursuant to the



applicable Laws and practices of any relevant foreign jurisdiction) evidencing the Equity Interests of such new First Tier Foreign Subsidiary, together with an appropriate undated stock or other transfer power for each certificate duly executed in blank by the registered owner thereof), (ii) such applicable Loan Party to deliver to the Administrative Agent such opinions, documents and certificates referred to in Section 6.1 as may be reasonably requested by the Administrative Agent, (iii) such applicable Loan Party to deliver to the Administrative Agent such updated Schedules to the Loan Documents as requested, in writing, by the Administrative Agent with regard to such Person and (iv) such applicable Loan Party to deliver to the Administrative Agent such other documents as may be reasonably requested, in writing, by the Administrative Agent, all in form, content and scope reasonably satisfactory to the Administrative Agent.

(c) Further Assurances. Each Loan Party shall, from time to time, at its expense, faithfully preserve and protect the Administrative Agent's Lien on Collateral and all other real and personal property of the Loan Parties whether now owned or hereafter acquired as a continuing first priority perfected Lien, subject only to Permitted Liens, and shall do such other acts and things as the Administrative Agent in its sole discretion may deem necessary or advisable from time to time in order to preserve, perfect and protect the Liens granted under the Loan Documents and to exercise and enforce its rights and remedies thereunder with respect to the Collateral.

7.9 Sanctions; International Trade, Anti-Money Laundering, and Anti-Corruption Laws. Each Loan Party shall: (a) in the event that any Collateral becomes Covered Property, promptly notify the Administrative Agent and provide to the Administrative Agent additional Collateral that is not Covered Property of at least equal value to the Collateral that became Covered Property, except to the extent prohibited by applicable Law; and (b) comply with applicable International Trade Laws, Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws and maintain and enforce policies and procedures reasonably designed to ensure compliance with all applicable International Trade Laws, Sanctions, Anti-Money Laundering Laws and Anti-Corruption Laws by each Covered Entity, each Covered Entity's directors and officers, and any employee, agent or affiliate acting on behalf of each Covered Entity in connection with this Agreement.

7.10 Keepwell. Each Qualified ECP Loan Party jointly and severally (together with each other Qualified ECP Loan Party) hereby absolutely unconditionally and irrevocably (a) guarantees the prompt payment and performance of all Swap Obligations owing by each Non-Qualifying Party (it being understood and agreed that this guarantee is a guaranty of payment and not of collection), and (b) undertakes to provide such funds or other support as may be needed from time to time by any Non-Qualifying Party to honor all of such Non-Qualifying Party's obligations under this Agreement or any other Loan Document in respect of Swap Obligations; *provided, however*, that each Qualified ECP Loan Party shall only be liable under this Section 7.10 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 7.10, or otherwise under this Agreement or any other Loan Document, voidable under applicable Law, including applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount. The obligations of each Qualified ECP Loan Party under this Section 7.10 shall remain in full force and effect until the Facility Termination Date. Each Qualified ECP Loan Party intends that this Section 7.10 constitute, and this Section 7.10 shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other

agreement” for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the CEA.

7.11 Reporting Requirements. The Loan Parties will furnish or cause to be furnished to the Administrative Agent and each of the Lenders:

(a) Quarterly Financial Statements. As soon as available and in any event within forty-five (45) calendar days after the end of each of the first three (3) fiscal quarters in each fiscal year (or, if required to be filed with the SEC, within five (5) days after such required filing date (after giving effect to any permitted extension thereof)), Financial Statements of the Borrower, consisting of a consolidated balance sheet as of the end of such fiscal quarter and related consolidated statements of income, stockholders’ equity and cash flows for the fiscal quarter then ended and the fiscal year through that date, all in reasonable detail and certified (subject to normal year-end audit adjustments) by the Chief Executive Officer, President or Chief Financial Officer of the Borrower as having been prepared in accordance with GAAP (subject only to normal year-end audit adjustments and the absence of notes), consistently applied, and setting forth in comparative form the respective Financial Statements for the corresponding date and period in the previous fiscal year (all of which may be provided by means of delivery of the applicable SEC Form 10-Q, which will be deemed delivered upon filing thereof).

(b) Annual Financial Statements. As soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of the Borrower (or, if required to be filed with the SEC, within five (5) days of such required filing date (after giving effect to any permitted extension thereof)), Financial Statements of the Borrower consisting of a consolidated balance sheet as of the end of such fiscal year, and related consolidated statements of income, stockholders’ equity and cash flows for the fiscal year then ended, all in reasonable detail and prepared in accordance with GAAP consistently applied and setting forth in comparative form the Financial Statements as of the end of and for the preceding fiscal year, and audited and reported on by independent certified public accountants of nationally recognized standing satisfactory to the Administrative Agent (all of which may be provided by means of delivery of the applicable SEC Form 10-K, which will be deemed delivered upon filing thereof). The opinion or report of accountants shall be prepared in accordance with reasonably acceptable auditing standards and shall be free of any qualification (other than any consistency qualification that may result from a change in the method used to prepare the Financial Statements as to which such accountants concur), including without limitation as to the scope of such audit or status as a “going concern” of the Borrower or any Subsidiary. The Loan Parties shall deliver with such Financial Statements and certification by their accountants a letter of such accountants to the Administrative Agent and the Lenders substantially to the effect that, based upon their ordinary and customary examination of the affairs of the Borrower, performed in connection with the preparation of such consolidated Financial Statements, and in accordance with GAAP, they are not aware of the existence of any condition or event which constitutes an Event of Default or Potential Default in respect of the financial covenants specified in Sections 8.12, 8.13 and 8.14 or, if they are aware of such condition or event, stating the nature thereof.

7.12 Certificates; Notices; Additional Information. The Loan Parties will furnish or cause to be furnished to the Administrative Agent and each of the Lenders:

(a) Certificate of the Borrower. Concurrently with the Financial Statements of the Borrower furnished to the Administrative Agent and to the Lenders pursuant to Sections 7.11(a) and 7.11(b), a certificate (each, a “Compliance Certificate”) of the Borrower signed by the Chief Executive Officer, President or Chief Financial Officer of the Borrower, in the form of Exhibit E.

(b) Default. Promptly after any officer of any Loan Party has learned of the occurrence of an Event of Default or Potential Default, a certificate signed by an Authorized Officer setting forth the details of such Event of Default or Potential Default, including all specific provisions of this Agreement and any other Loan Document that have been breached, and the action which such Loan Party proposes to take with respect thereto.

(c) Material Adverse Change. Promptly after any officer of any Loan Party has learned of any matter that could reasonably be expected to result in a Material Adverse Change, including (i) breach or non-performance with respect to any term under the Master Services Agreement, (ii) any dispute, litigation, action, suit, proceeding or investigation before or by any Official Body or any other Person against any Loan Party or Subsidiary of any Loan Party or of any material development in any litigation or proceeding affecting a Loan Party or any Subsidiary of a Loan Party, written notice thereof accompanied by a statement of an Authorized Officer of the Borrower or the applicable Loan Party setting forth details of the occurrence referred to therein and stating what action the Borrower or the applicable Loan Party has taken and proposes to take with respect thereto.

(d) Organizational Documents. Within the time limits specified in Section 8.11, any amendment to the organizational documents of any Loan Party.

(e) Erroneous Financial Information; Change in Accounting. (i) Promptly in the event that the Borrower or its accountants conclude or advise that any previously issued Financial Statement, audit report or interim review should no longer be relied upon or that disclosure should be made or action should be taken to prevent future reliance, notice in writing setting forth the details thereof and the action which the Borrower proposes to take with respect thereto and (ii) promptly notice in writing of any material change in accounting policies or financial reporting practice by any Loan Party or any Subsidiary thereof.

(f) ERISA Event. Immediately upon the occurrence of any ERISA Event that would reasonably be expected to result in a Material Adverse Change, notice in writing setting forth the details thereof and the action which the Borrower proposes to take with respect thereto.

(g) Other Reports; Management Letters. Promptly upon their becoming available to the Borrower, any reports including management letters or recommendations submitted to the Borrower (including its board of directors or the audit committee thereof) by independent accountants in connection with any annual, interim or special audit.

(h) SEC Filings and other Material Reports. Promptly upon their becoming available to the Borrower, public SEC filings and other material reports, including SEC Form 8-K, registration statements, proxies, prospectuses, financial statements and other shareholder communications, filed by the Borrower with the SEC (all of which may be provided by means of

delivery of the applicable SEC Form or filing, and which will be deemed delivered upon (i) the posting of such information on the Borrower's website with written notice of such posting to the Administrative Agent, (ii) the posting of such information on the website of the SEC or (iii) the making of such information available on any Platform).

(i) Other Information. Such other reports and information concerning the financial condition, assets and liabilities of the Borrower or any of its Subsidiaries as the Administrative Agent or the Required Lenders may from time to time reasonably request in writing.

(j) Updates to Schedules. Should any of the information or disclosures provided on any of the Schedules attached hereto become outdated or incorrect in any material respect, the Borrower shall promptly provide the Administrative Agent in writing with such revisions or updates to such Schedule as may be necessary or appropriate to update or correct same. No Schedule shall be deemed to have been amended, modified or superseded by any such correction or update, nor shall any breach of warranty or representation resulting from the inaccuracy or incompleteness of any such Schedule be deemed to have been cured thereby, unless and until the Required Lenders, in their sole and absolute discretion, shall have accepted in writing such revisions or updates to such Schedule.

7.13 Primary Deposit Relationship. Borrower shall maintain NBAZ as its primary depository bank, including for the maintenance of all operating, collection, disbursement and other deposit accounts and cash management services.

ARTICLE 8 NEGATIVE COVENANTS

Each Loan Party, jointly and severally, hereby covenants and agrees that until the Facility Termination Date, the Loan Party will not, and will not permit any of its Subsidiaries to:

8.1 Indebtedness. At any time create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness under the Loan Documents;

(b) existing Indebtedness as specified on Schedule 8.1 (including any refinancings, refundings, extensions or renewals thereof; *provided* that (i) there is no increase in the principal amount thereof (except by an amount equal to a reasonable premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such refinancing, refunding, extension or renewal and by an amount equal to any existing commitments unutilized at the time of such refinancing, refunding, extension or renewal), (ii) the final maturity date shall not be earlier, and weighted average life of such refinancing, refunding, renewal or extension shall not be shorter, than the Indebtedness being refinanced, refunded, renewed or extended, (iii) the refinancing, refunding, renewal or extension shall have no additional obligors (including any guarantors) than the Indebtedness being refinanced, refunded, renewed or extended and (iv) any refinancing, refunding, renewal or extension of any subordinated Indebtedness shall be (A) on subordination terms at least as favorable to the Administrative Agent and the Lenders

and (B) no more restrictive to the Borrower and its Subsidiaries than the Indebtedness being refinanced, refunded, renewed or extended;

(c) unsecured Indebtedness and Indebtedness incurred with respect to purchase money security interests and capitalized leases, in an aggregate not to exceed \$50,000,000.00 at any time outstanding;

(d) Indebtedness of a Loan Party to another Loan Party;

(e) any (i) Lender Provided Interest Rate Hedge, or (ii) Indebtedness under any Other Lender Provided Financial Service Product; *provided, however*, the Loan Parties shall enter into an Interest Rate Hedge only for hedging (rather than speculative) purposes;

(f) Guaranties with respect to any Indebtedness permitted pursuant to clauses (a), (b), (c), and (e) of this Section 8.1; and

(g) Indebtedness incurred in the ordinary course of business relating to the financing of liability, casualty, hazard and other insurance premiums in which a Loan Party is an insured, in an aggregate amount not to exceed \$1,500,000.00 at any time outstanding.

8.2 Liens. At any time create, incur, assume or suffer to exist any Lien on any of its property or assets, tangible or intangible, now owned or hereafter acquired, or agree or become liable to do so, except Permitted Liens.

8.3 Loans and Investments. At any time make or suffer to remain outstanding any Investment, except:

(a) trade credit extended on usual and customary terms in the ordinary course of business;

(b) advances to employees to meet expenses incurred by such employees in the ordinary course of business;

(c) Permitted Investments;

(d) loans, advances and investments in other Loan Parties;

(e) intercompany Indebtedness permitted by Section 8.1(d);

(f) investments existing on the Closing Date in Material Domestic Subsidiaries existing on the Closing Date;

(g) Investments made by any Loan Party in or to any non-Loan Party Subsidiary; provided that the aggregate amount of such Investments shall not exceed \$3,000,000.00 at any time outstanding;

(h) Lease, workers' compensation, performance and similar deposits in the ordinary course of business; and

(i) other Investments which in the aggregate do not exceed \$5,000,000.00 in any fiscal year.

8.4 Dividends and Related Distributions. Make any Restricted Payment, or agree to become or remain liable to make any Restricted Payment, except (a) dividends or other distributions payable to another Loan Party, and (b) so long as no Potential Default or Event of Default has occurred and is continuing or would result therefrom, the Borrower may consummate a Stock Buyback if, both before and after giving effect to such Stock Buyback, the Borrower would be in compliance with the required Consolidated Fixed Charge Coverage Ratio and Consolidated Leverage Ratio provided herein.

8.5 Liquidations, Mergers, Consolidations, Acquisitions. Dissolve, liquidate or wind-up its affairs, or become a party to any merger or consolidation, or acquire by purchase, lease or otherwise all or substantially all of the assets or Equity Interests of any other Person or consummate an LLC Division; *provided* that (a) any Loan Party other than the Borrower may consolidate or merge into, or liquidate into, another Loan Party which is wholly-owned by one or more of the other Loan Parties, (b) any Foreign Subsidiary that is not a Loan Party may consolidate or merge into, or liquidate into, any other Subsidiary that is not a Loan Party and (c) any non-Loan Party Subsidiary may liquidate or dissolve if the Loan Parties determine in good faith that such liquidation or dissolution is in the best interests of the Loan Parties and is not materially disadvantageous to the Lenders.

8.6 Dispositions of Assets or Subsidiaries. Make any Asset Disposition, except:

(a) any sale, transfer or lease of assets in the ordinary course of business which are no longer necessary or required in the conduct of such Loan Party's or such Subsidiary's business;

(b) any sale, transfer or lease of assets in the ordinary course of business which are replaced by substitute assets acquired or leased within the parameters of Section 8.12;

(c) any sale, transfer or lease of assets, other than those specifically excepted pursuant to clauses (a) or (b) above, which is approved by the Required Lenders;

(d) Asset Dispositions in an aggregate amount not exceeding \$10,000,000.00 in any fiscal year, so long as (i) the consideration received therefor is at least equal to the fair market value of the assets disposed of and (ii) at least 75% of the consideration received is cash;

(e) the licensing of intellectual property pursuant to non-exclusive licenses entered into in the ordinary course of business and not interfering in any material respect with the ordinary course of business of the Borrowers taken as a whole;

(f) dispositions of property subject to foreclosure, casualty, eminent domain or condemnation proceedings (including in lieu thereof or any similar proceeding); or

(g) (i) any termination of any lease in the ordinary course of business, (ii) any expiration of any option agreement in respect of real or personal property and (iii) any surrender

or waiver of contractual rights or the settlement, release or surrender of contractual rights or litigation claims (including in tort) in the ordinary course of business.

8.7 Affiliate Transactions. Enter into or carry out any transaction with any Affiliate of any Loan Party (including purchasing property or services from or selling property or services to any Affiliate of any Loan Party or other Person), unless such transaction is not otherwise prohibited by this Agreement, is entered into in the ordinary course of business upon fair and reasonable arm's-length terms and conditions which are promptly and fully disclosed to the Administrative Agent and is in accordance with all applicable Law.

8.8 Subsidiaries, Partnerships and Joint Ventures. Own or create directly or indirectly any Subsidiaries other than (i) any Subsidiary which has joined this Agreement as Guarantor on the Closing Date; (ii) any Subsidiary formed or acquired (in accordance with the terms of this Agreement) after the Closing Date which joins this Agreement as a Guarantor by delivering to the Administrative Agent items required by Section 7.8; and (iii) Domestic Subsidiaries that are not Material Domestic Subsidiaries. Each of the Loan Parties shall not become or agree to become a party to a Joint Venture.

8.9 Continuation of or Change in Business. Engage in any business other than substantially as conducted and operated by such Loan Party or Subsidiary as of the Closing Date and businesses substantially related, incidental or ancillary thereto.

8.10 Fiscal Year. Change its fiscal year from the twelve-month period beginning January 1st and ending December 31st or make any material change in its accounting treatment or reporting practices (except as required by GAAP).

8.11 Changes to Material Documents. Amend in any respect its certificate of incorporation (including any provisions or resolutions relating to Equity Interests), by-laws, certificate of limited partnership, partnership agreement, certificate of formation, limited liability company agreement or other organizational documents without providing at least thirty (30) calendar days' written notice to the Administrative Agent (attaching a copy thereof) and, in the event such change would be adverse to the Lenders as determined by the Administrative Agent in its reasonable discretion, obtaining the prior written consent of the Required Lenders.

8.12 Capital Expenditures and Leases. Make any payments exceeding \$50,000,000.00 in the aggregate in any fiscal year on account of Capital Expenditures.

8.13 Minimum Consolidated Fixed Charge Coverage Ratio. Permit the Consolidated Fixed Charge Coverage Ratio, calculated as of the end of each fiscal quarter for the four (4) fiscal quarters then ended, to be less than 1.10 to 1.00.

8.14 Maximum Consolidated Leverage Ratio. Permit at any time the Consolidated Leverage Ratio, calculated as of the end of each fiscal quarter for the four (4) fiscal quarters then ended, to be greater than 2.00 to 1.00.

8.15 Limitation on Negative Pledges and Restrictive Agreements. Enter into, or permit to exist, any contractual obligation (except for this Agreement and the other Loan Documents) that (a) encumbers or restricts the ability of any such Person to (i) to act as a Loan Party; (ii) make



dividends or distribution to any Loan Party, (iii) pay any Indebtedness or other obligation owed to any Loan Party, (iv) make loans or advances to any Loan Party, or (v) create any Lien upon any of their properties or assets, whether now owned or hereafter acquired (except, in the case of subclause (a)(v) only, for any document or instrument governing any purchase money Liens or capital lease obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby), customary provisions restricting assignment of any licensing agreement (in which a Loan Party or its Subsidiaries are the licensee) with respect to a contract entered into by a Loan Party or its Subsidiaries in the ordinary course of business and customary provisions restricting subletting, sublicensing or assignment of any intellectual property license or any lease governing any leasehold interests of a Loan Party and its Subsidiaries) or (b) requires the grant of any Lien on property for any obligation if a Lien on such property is given as security for the Obligations.

8.16 Agreements Restricting Dividends. Enter into any agreement (other than a Loan Document) with any Person which restricts any of the Loan Parties' right to pay dividends or other distributions to the Borrower or repay intercompany loans from the Borrower to each Loan Party.

8.17 Sanctions; International Trade, Anti-Money Laundering and Anti-Corruption Laws. Do any of the following, nor permit any of such Loan Party's directors, officers or employees, or, to such Loan Party's knowledge, any agents or affiliates acting on its behalf in connection with this Agreement, to: (a) become a Sanctioned Person; (b) directly or indirectly (through a third party or otherwise), provide, use, or make available the proceeds of any Loan hereunder (i) to fund or facilitate any activities or business of, with, or for the benefit of any Sanctioned Person, (ii) to fund or facilitate any activities or business of or in any Sanctioned Jurisdiction, or (iii) to act in any manner in violation of, or that could result in a violation by any Person of, any International Trade Laws, Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws; (c) in the execution, delivery or performance of this Agreement, or any activities, transactions, services, or any collateral or security interest contemplated by this Agreement, violate Sanctions; (d) directly or indirectly, repay in whole or in part any Loan hereunder with proceeds derived from investments in or transactions with any Sanctioned Jurisdiction or Sanctioned Person or otherwise in violation of Sanctions; or (e) do business in or with, or derive any of its income, directly or indirectly, from any Sanctioned Jurisdiction or Sanctioned Person.

8.18 Distribution of Proceeds of Loans. Directly or indirectly, provide or make available the proceeds of any Loan hereunder to, or allow the use of proceeds of any Loan hereunder by, any of such Loan Party's Subsidiaries that is not party to this Agreement.

ARTICLE 9 DEFAULT

9.1 Events of Default. An Event of Default means the occurrence or existence of any one or more of the following events or conditions (whatever the reason therefor and whether voluntary, involuntary or effected by operation of Law):

(a) Payments Under Loan Documents. The Borrower or any other Loan Party shall fail to pay, when and as required to be paid herein, (i) any principal of any Loan (including scheduled installments, mandatory prepayments or the payment due at maturity), any



Reimbursement Obligation or any Letter of Credit Obligation, and such failure continues for three (3) Business Days, or (ii) any interest on any Loan, Reimbursement Obligation or Letter of Credit Obligation or any fee or other amount owing hereunder or under the other Loan Documents; or

(b) Breach of Warranty. Any representation or warranty made or deemed made at any time by any of the Loan Parties herein or by any of the Loan Parties in any other Loan Document, or in any certificate, other instrument or statement furnished pursuant to the provisions hereof or thereof, shall prove to have been materially false or misleading (or false or misleading in any respect if such representation or warranty is already qualified by materiality or reference to the absence of a Material Adverse Change) as of the time it was made, deemed made or furnished; or

(c) Breach of Certain Covenants. Any of the Loan Parties shall default in the observance or performance of any covenant contained in Section 7.1, Section 7.5, Section 7.7, Section 7.8, Section 7.9, Section 7.11, Section 7.12 or Article 8; or

(d) Breach of Other Covenants. Any of the Loan Parties shall default in the observance or performance of any other covenant, condition or provision hereof or of any other Loan Document and such default shall continue unremedied for a period of ten (10) Business Days; or

(e) Defaults in Other Agreements or Indebtedness. A breach, default or event of default shall occur at any time under the terms of any one or more other agreements involving borrowed money or the extension of credit or any other Indebtedness under which any Loan Party or Subsidiary of any Loan Party may be obligated as a borrower or guarantor in an aggregate principal amount (for all such agreements) in excess of \$5,000,000.00 and such breach, default or event of default either (i) consists of the failure to pay (beyond any period of grace permitted with respect thereto, whether waived or not) any such Indebtedness when due (whether at stated maturity, by acceleration or otherwise) or (ii) causes, or permits the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such guarantee to become payable or cash collateral in respect thereof to be demanded; or

(f) Final Judgments or Orders. Any final judgments or orders for the payment of money in excess of \$5,000,000.00 in the aggregate shall be entered against any Loan Party by a court having jurisdiction in the premises, and with respect to which either (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of thirty (30) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, is not in effect; or

(g) Loan Document Unenforceable. Any of the Loan Documents shall cease to be legal, valid and binding agreements enforceable against the party executing the same or such party's successors and assigns (as permitted under the Loan Documents) in accordance with the respective terms thereof or shall in any way be terminated (except in accordance with its terms) or

become or be declared ineffective or inoperative or shall in any way be challenged or contested or cease to give or provide the respective Liens, security interests, rights, titles, interests, remedies, powers or privileges intended to be created thereby; or

(h) Uninsured Losses; Proceedings Against Assets.

There shall occur any material uninsured damage to or loss, theft or destruction of any of the Collateral in excess of \$5,000,000.00 or the Collateral or any other of the Loan Parties' or any of their Subsidiaries' assets are attached, seized, levied upon or subjected to a writ or distress warrant; or such outcome within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not cured within thirty (30) days thereafter; or

(i) Events Relating to Pension Plans and Multiemployer Plans.

An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of Borrower or any member of the ERISA Group under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount that would reasonably be expected to result in a Material Adverse Change or Borrower or any member of the ERISA Group fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan, where the aggregate amount of unamortized withdrawal liability is an amount that would reasonably be expected to result in a Material Adverse Change; or

(j) Change of Control. A Change of Control shall occur;

or

(k) Delisting Event. A Delisting Event shall occur; or

(l) Relief Proceedings; Solvency; Attachment.

Either (i) a Relief Proceeding shall have been instituted against any Loan Party or Subsidiary of a Loan Party or a substantial part of the assets of any Loan Party or Subsidiary and such Relief Proceeding shall remain undismissed or unstayed and in effect for a period of thirty (30) consecutive days or such court shall enter a decree or order granting any of the relief sought in such Relief Proceeding, (ii) any Loan Party or Subsidiary of a Loan Party institutes, or takes any action in furtherance of, a Relief Proceeding, (iii) any Loan Party or any Subsidiary of a Loan Party ceases to be Solvent or admits in writing its inability to pay its debts as they mature or (iv) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any Loan Party or any Subsidiary of any Loan Party and is not released, vacated or fully bonded within thirty (30) days after its issue or levy; or

(m) Material Adverse Change.

A Material Adverse Change shall occur in the determination of the Required Lenders and Administrative Agent; or

(n) Amendment of or Default under Master Services Agreement.

The amendment of the Master Services Agreement that would reasonably be expected to result in a Material Adverse Change without the prior written consent of the Administrative Agent and the Lenders, or the occurrence of any material breach, default or event of default by any party under the Master Services Agreement that gives the other party the right to terminate the Master Services

Agreement or that would reasonably be expected to result in a Material Adverse Change and that continues beyond any applicable grace, notice or cure period.

9.2 Consequences of Event of Default.

(a) Generally. If any Event of Default specified under Section 9.1 shall occur and be continuing, the Lenders and the Administrative Agent shall be under no further obligation to make Loans and the Issuing Lender shall be under no obligation to issue Letters of Credit and the Administrative Agent may, and upon the request of the Required Lenders shall, take any or all of the following actions:

(i) declare the commitment of each Lender to make Loans and any obligation of the Issuing Lender to issue, amend or extend Letters of Credit to be terminated, whereupon such commitments and obligation shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(iii) require the Borrower to, and the Borrower shall thereupon, deposit in a non-interest-bearing account with the Administrative Agent, as Cash Collateral for its Obligations under the Loan Documents, an amount equal to 105% of all Letter of Credit Obligations, and the Borrower hereby pledges to the Administrative Agent and the Lenders, and grants to the Administrative Agent and the Lenders a security interest in, all such cash as security for such Obligations; and

(iv) exercise on behalf of itself, the Lenders and the Issuing Lender all rights and remedies available to it, the Lenders and the Issuing Lender under the Loan Documents;

provided that upon the occurrence of an actual or deemed entry of an order for relief with respect to any Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the Issuing Lender to issue, amend or extend any Letter of Credit shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrower to provide cash collateral as specified in subclause (iii) above shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

(b) Set-off. If an Event of Default shall have occurred and be continuing, each Lender, the Issuing Lender, and each of their respective Affiliates and any participant of such Lender or Affiliate which has agreed in writing to be bound by the provisions of Section 4.5, is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the Issuing Lender or any such Affiliate or participant to or for the credit or the account of any Loan Party against any and all of the Obligations of such Loan Party



now or hereafter existing under this Agreement or any other Loan Document to such Lender, the Issuing Lender, Affiliate or participant, irrespective of whether or not such Lender, Issuing Lender, Affiliate or participant shall have made any demand under this Agreement or any other Loan Document and although such Obligations of the Borrower or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender or the Issuing Lender different from the branch or office holding such deposit or obligated on such Indebtedness; *provided* that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.9 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Lenders, and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the Issuing Lender and their respective Affiliates and participants under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the Issuing Lender or their respective Affiliates and participants may have. Each Lender and the Issuing Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; *provided* that the failure to give such notice shall not affect the validity of such setoff and application.

(c) Enforcement of Rights and Remedies.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at Law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with this Section 9.2 for the benefit of all the Lenders and the Issuing Lender and the other Secured Parties; *provided* that the foregoing shall not prohibit (i) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (ii) the Issuing Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as the Issuing Lender) hereunder and under the other Loan Documents, (iii) any Lender from exercising setoff rights in accordance with Section 9.2(b) (subject to the terms of Section 4.5), or (iv) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Insolvency Proceeding; *provided, further*, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (A) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to this Section 9.2(c), and (B) in addition to the matters specified in subclauses (ii), (iii) and (iv) of the preceding proviso and subject to Section 4.5, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

9.3 Application of Proceeds. From and after the date on which the Administrative Agent has taken any action pursuant to Section 9.2(c) (or after the Loans have automatically become immediately due and payable and the Letter of Credit Obligations have automatically been required to be Cash Collateralized as specified in the proviso to Section 9.2(a)) and until the Facility Termination Date, any and all proceeds received on account of the Obligations shall (subject to Sections 2.9 and 9.2(a)(iii)) be applied as follows:



(a) *First*, to payment of that portion of the Obligations constituting fees (other than Letter of Credit Fees), indemnities, expenses and other amounts, including attorney fees, payable to the Administrative Agent in its capacity as such, the Issuing Lender in its capacity as such, ratably among the Administrative Agent and the Issuing Lender in proportion to the respective amounts described in this clause *First* payable to them;

(b) *Second*, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and Letter of Credit Fees) payable to the Lenders under the Loan Documents, including attorney fees, ratably among the Lenders in proportion to the respective amounts described in this clause *Second* payable to them;

(c) *Third*, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees, interest on the Loans and Reimbursement Obligations and Ordinary Course Hedge Payments (including any accrued interest thereon), ratably among the Lenders, the Issuing Lender and the applicable Hedge Banks in proportion to the respective amounts described in this clause *Third* payable to them;

(d) *Fourth*, to payment of that portion of the Obligations constituting unpaid principal of the Loans, Reimbursement Obligations, Hedge Termination Value and any other Hedge Liabilities (including any accrued interest thereon) in respect of any Lender Provided Interest Rate Hedge or Lender Provided Foreign Currency Hedge, and payment obligations then owing under any Other Lender Provided Financial Service Product, ratably among the Lenders, the Issuing Lender, the applicable Hedge Banks and the applicable Cash Management Banks, in proportion to the respective amounts described in this clause *Fourth* held by them;

(e) *Fifth*, to the Administrative Agent for the account of the Issuing Lender, to Cash Collateralize any undrawn amounts under outstanding Letters of Credit (to the extent not otherwise cash collateralized pursuant to this Agreement); and

(f) *Last*, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by applicable Law;

provided that amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause (e) above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as cash collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order specified above. Notwithstanding anything to the contrary in this Section 9.3, no Swap Obligations of any Non-Qualifying Party shall be paid with amounts received from such Non-Qualifying Party under its Guaranty Agreement (including sums received as a result of the exercise of remedies with respect to such Guaranty Agreement) or from the proceeds of such Non-Qualifying Party's Collateral if such Swap Obligations would constitute Excluded Hedge Liabilities; *provided* that to the extent possible appropriate adjustments shall be made with respect to payments and/or the proceeds of Collateral from other Loan Parties that are Eligible Contract Participants with respect to such Swap Obligations to preserve the allocation to Obligations otherwise specified above in this Section 9.3.

In addition, notwithstanding the foregoing, Obligations arising under Lender Provided Interest Rate Hedges, Lender Provided Foreign Currency Hedges, and Other Lender Provided Financial Service Products shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation, as the Administrative Agent may reasonably request, from the applicable Cash Management Bank or Hedge Bank, as the case may be; *provided* that, if the Administrative Agent is a Cash Management Bank or a Hedge Bank, such written notice and additional supporting documentation shall not be required. Each Cash Management Bank or Hedge Bank not a party to the Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article 10 hereof for itself and its Affiliates as if a “Lender” party hereto.

ARTICLE 10 THE ADMINISTRATIVE AGENT

10.1 Appointment and Authority. Each of the Lenders and the Issuing Lender hereby irrevocably appoints NBAZ to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Lender, and neither the Borrower nor any other Loan Party shall have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties.

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

10.3 Exculpatory Provisions.

(a) The Administrative Agent shall not have any duties or obligations except those expressly specified herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

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

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

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

(b) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.1 and 9.2), or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and non-appealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Potential Default or Event of Default unless and until notice describing such Potential Default or Event of Default is given to the Administrative Agent in writing by the Borrower, a Lender or an Issuing Lender.

(c) The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions specified herein or therein or the occurrence of any Potential Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition specified in Article 6 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

10.4 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent,

statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the Issuing Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender or Issuing Lender unless the Administrative Agent shall have received notice to the contrary from such Lender or the Issuing Lender prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

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

10.6 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Lender and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower (so long as no Potential Default or Event of Default has occurred and is continuing), to appoint a successor, which shall be a bank with an office in New York, New York, or Phoenix, Arizona, or an Affiliate of any such bank with an office in New York, New York, or Phoenix, Arizona. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the “Resignation Effective Date”), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders and the Issuing Lender, appoint a successor Administrative Agent meeting the qualifications specified above; *provided* that in no event shall any such successor Administrative Agent be a Defaulting Lender. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable Law, by notice in writing to the Borrower and such Person remove such Person as Administrative Agent and, in consultation with the Borrower, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the “Removal Effective Date”), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) except for any indemnity payments owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and Issuing Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor’s appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent’s resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 11.3 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

10.7 Non-Reliance on Administrative Agent and Other Lenders.

Each Lender and the Issuing Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and Issuing Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Each Lender and each Issuing Lender represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility and certain other facilities as set forth herein and (ii) it is engaged in making, acquiring or holding commercial loans, issuing or participating in letters of credit or providing other similar facilities in the ordinary course and is entering into this Agreement as a Lender or Issuing Lender for the purpose of making, acquiring or holding commercial loans, issuing or participating in letters of credit and providing other facilities as set forth herein and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender and each Issuing Lender agrees not to assert a claim in contravention of the foregoing. Each Lender and each Issuing Lender represents and warrants that it is sophisticated with respect to decisions to make, acquire or hold commercial loans, issue or participate in letters of credit and to provide other facilities set forth herein, as may be applicable to such Lender or such Issuing Lender, and either it, or the Person exercising discretion in making its decision to make, acquire or hold such commercial loans, issue or participate in letters of credit or to provide such other facilities, is experienced in making, acquiring or holding commercial loans, issuing or participating in letters of credit or providing such other facilities.

10.8 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the bookrunners, arrangers or other titles as necessary listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an Issuing Lender hereunder.

10.9 Administrative Agent's Fee. The Borrower shall pay to the Administrative Agent a nonrefundable annual administrative fee under the terms of the Fee Letter (the "Administrative Agent's Fee").

10.10 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or Letter of Credit Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, Letter of Credit Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in

order to have the claims of the Lenders, the Issuing Lender and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Issuing Lender and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the Issuing Lender and the Administrative Agent under Sections 2.8(b) and 11.3) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the Issuing Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the Issuing Lender, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 11.3.

10.11 Collateral and Guaranty Matters.

(a) Each of the Secured Parties irrevocably authorizes the Administrative Agent, at its option and in its discretion,

(i) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (x) upon the Facility Termination Date, (y) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted under the Loan Documents, or (z) subject to Section 11.1, if approved, authorized or ratified in writing by the Required Lenders; and

(ii) to release any Guarantor from its obligations under the Guaranty Agreement if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty Agreement pursuant to this Section 10.11.

(b) The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

10.12 No Reliance on Administrative Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on the Administrative Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the USA PATRIOT Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter amended or replaced, the "CIP Regulations"), or any other Anti-Money Laundering Law, any Anti-Corruption Law, or any International Trade Law, including any programs involving any of the following items relating to or in connection with any of the Loan Parties, their Affiliates or their agents, the Loan Documents or the transactions hereunder or contemplated hereby: (i) any identity verification procedures, (ii) any recordkeeping, (iii) comparisons with government lists, (iv) customer notices or (v) other procedures required under the CIP Regulations or such other Laws.

10.13 Lender Provided Interest Rate Hedges, Lender Provided Foreign Currency Hedges and Other Lender Provided Financial Service Products. Except as otherwise expressly specified herein, no Cash Management Bank or Hedge Bank that obtains the benefits of Section 9.3, the Guaranty Agreement or any Collateral by virtue of the provisions hereof or of the Guaranty Agreement or any Loan Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article 10 to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Lender Provided Interest Rate Hedges, Lender Provided Foreign Currency Hedges and/or Other Lender Provided Financial Service Products unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be.

10.14 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and any lead arranger and their respective Affiliates and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

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

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain



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

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Section VI of PTE 84-14, as amended (the "QPAM Exemption")), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of the QPAM Exemption and (D) to the best knowledge of such Lender, the requirements of the QPAM Exemption are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

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

In addition, unless either (1) subclause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with subclause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and any lead arranger and their respective Affiliates and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent or any lead arranger or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

10.15 Erroneous Payments.

(a) If the Administrative Agent notifies a Lender, Issuing Lender or Secured Party, or any Person who has received funds on behalf of a Lender, Issuing Lender or Secured Party (any such Lender, Issuing Lender, Secured Party or other recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Issuing Lender, Secured Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and



demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender, Issuing Lender or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Effective Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender, Issuing Lender or Secured Party, or any Person who has received funds on behalf of a Lender, Issuing Lender or Secured Party, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender, Issuing Lender or Secured Party, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error has been made (in the case of immediately preceding Section 10.15(b)(z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender, Issuing Lender or Secured Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 10.15(b).

(c) Each Lender, Issuing Lender or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender, Issuing Lender or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender, Issuing Lender or Secured Party from any source, against any amount due to the Administrative Agent under clause (a) above, or under the indemnification provisions of this Agreement.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with clause (a) above, from any Lender or Issuing Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an “Erroneous Payment Return Deficiency”), upon the Administrative Agent’s notice to such Lender or Issuing Lender at any time, (i) such Lender or Issuing Lender shall be deemed to have assigned its Loans (but not its Commitments) in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments), the “Erroneous Payment Deficiency Assignment”) at par *plus* any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment and Assumption with respect to such Erroneous Payment Deficiency Assignment, and such Lender or Issuing Lender shall deliver any Notes evidencing such Loans to the Borrower or the Administrative Agent, (ii) the Administrative Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender or Issuing Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender or assigning Issuing Lender shall cease to be a Lender or Issuing Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender or assigning Issuing Lender and (iv) the Administrative Agent may reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. The Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender or Issuing Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender or Issuing Lender (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender or Issuing Lender and such Commitments shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Administrative Agent has sold a Loan (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Lender, Issuing Lender or Secured Party under the Loan Documents with respect to each Erroneous Payment Return Deficiency (the “Erroneous Payment Subrogation Rights”).

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on “discharge for value” or any similar doctrine.

(g) Each party’s obligations, agreements and waivers under this Section 10.15 shall survive the resignation or replacement of the Administrative Agent, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE 11 MISCELLANEOUS

11.1 Modifications, Amendments or Waivers. With the written consent of the Required Lenders, the Administrative Agent, acting on behalf of all the Lenders, and the Borrower, on behalf of the Loan Parties, may from time to time enter into written agreements amending or changing any provision of this Agreement or any other Loan Document or the rights of the Lenders or the Loan Parties hereunder or thereunder, or may grant written waivers or consents hereunder or thereunder. Any such agreement, waiver or consent made with such written consent shall be effective to bind all the Lenders and the Loan Parties; *provided* that no such agreement, waiver or consent may be made which will:

(a) Increase of Commitment. Increase the amount of the Revolving Credit Commitment of any Lender hereunder without the consent of such Lender;

(b) Extension of Payment; Reduction of Principal, Interest or Fees; Modification of Terms of Payment. Whether or not any Loans are outstanding, extend the Expiration Date or the scheduled time for payment of principal or interest of any Loan (excluding the due date of any mandatory prepayment of a Loan), the Commitment Fee or any other fee payable to any Lender, or reduce the principal amount of or the stated rate of interest borne by any Loan (other than as a result of waiving the applicability of any post-default increase in interest rates) or reduce the stated rate of the Commitment Fee or any other fee payable to any Lender, without the consent of each Lender directly affected thereby; *provided* that any amendment or modification of defined terms used in the financial covenants of this Agreement shall not constitute a reduction in the stated rate of interest or fees for purposes of this clause (b);

(c) Release of Collateral or Guarantor; Subordination of Obligations or Collateral. Except as permitted by Section 8.6 or Section 10.11, (i) release all or substantially all of the Collateral or release all or substantially all of the value of the Guarantors from their Obligations under the Guaranty Agreement, in each case without the consent of all Lenders (other than Defaulting Lenders) or (ii) (y) subordinate, or have the effect of subordinating, the Obligations hereunder to any other Indebtedness, or (z) subordinate, or have the effect of subordinating, the Liens securing the Obligations to Liens securing any other Indebtedness, in each case without the prior consent of each Lender directly affected thereby; or

(d) Miscellaneous. Amend Section 4.4, Section 10.3, Section 4.5, Section 9.3 or this Section 11.1, alter any provision regarding the *pro rata* treatment of the Lenders or requiring all Lenders to authorize the taking of any action or reduce any percentage specified in the definition of Required Lenders, in each case without the consent of all of the Lenders;

provided that (i) no agreement, waiver or consent which would modify the interests, rights or obligations of the Administrative Agent or the Issuing Lender may be made without the written consent of the Administrative Agent or the Issuing Lender, as applicable, and (ii) the Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto; *provided, further* that, if in connection with any proposed waiver, amendment or modification referred to in Sections 11.1(a) through (d), above, there is a Non-Consenting Lender, then the Borrower shall have the right to replace any such Non-Consenting Lender with one or more replacement Lenders pursuant to Section 4.13. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

Notwithstanding any provision herein to the contrary, this Agreement may be amended to extend the Expiration Date with respect to the Revolving Credit Commitments of Lenders under the Revolving Credit Facility that agree to such extension with respect to their Revolving Credit Commitments with the written consent of each such approving Lender, the Administrative Agent and the Borrower (and no other Lender) and, in connection therewith, to provide for different rates of interest and fees under the Revolving Credit Facility with respect to the portion of the Revolving Credit Commitments with an Expiration Date so extended; *provided* that in each such proposed extension of the Expiration Date shall have been offered to each Lender with Loans or Commitments under the applicable Facility proposed to be extended, and if the consents of such Lenders exceed the portion of Commitments and Loans the Borrower wishes to extend, such consents shall be accepted on a *pro rata* basis among the applicable consenting Lenders.

In addition, notwithstanding the foregoing, (a) with the consent of the Borrower, the Administrative Agent may amend, modify or supplement any Loan Document without the consent of any Lender or the Required Lenders in order to correct or cure any ambiguity, inconsistency or defect or correct any typographical or ministerial error in any Loan Document; *provided* that any such amendment, modification or supplement shall not be materially adverse to the interests of the Lenders taken as a whole and it is not materially adverse to the Borrower, (b) without the consent of any Lender or the Borrower, within a reasonable time after (i) the effective date of any increase or addition to, extension of or decrease from, the Revolving Commitment Amount, or (ii) any assignment by any Lender of some or all of its Revolving Commitment Amount, the Administrative Agent shall, and is hereby authorized to, revise Schedule 1.1(B) to reflect such change, whereupon such revised Schedule 1.1(B) shall replace the old Schedule 1.1(B) and become part of this Agreement, and (c) with the consent of the Borrower, the Administrative Agent may amend or amend and restate this Agreement and the other Loan Documents without the



consent of any Lender, if (i) upon giving effect to such amendment or amendment and restatement, such Lender shall no longer be a party to this Agreement (as so amended or amended and restated), (ii) the Commitments of such Lender shall have terminated, (iii) such Lender shall have no other commitment or other obligation hereunder, and (iv) such Lender shall have been paid in full all principal, interest and other amounts owing to it or accrued for its account under this Agreement and the other Loan Documents.

11.2 No Implied Waivers; Cumulative Remedies. No course of dealing and no delay or failure of the Administrative Agent or any Lender in exercising any right, power, remedy or privilege under this Agreement or any other Loan Document shall affect any other or future exercise thereof or operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or of any other right, power, remedy or privilege. The enumeration of the rights and remedies of the Administrative Agent and the Lenders specified in this Agreement is not intended to be exhaustive and the exercise by the Administrative Agent and the Lenders of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative, and shall be in addition to any other right or remedy given hereunder or under the other Loan Documents or that may now or hereafter exist at law or in equity or by suit or otherwise. No reasonable delay or failure to take action on the part of the Administrative Agent or any Lender in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege or shall be construed to be a waiver of any Event of Default.

11.3 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (including the reasonable and documented out-of-pocket fees, charges and disbursements of counsel for the Administrative Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by the Issuing Lender in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, (iii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, any Lender or the Issuing Lender (including the reasonable and documented out-of-pocket fees, charges and disbursements of any counsel for the Administrative Agent, any Lender or the Issuing Lender), any Lender or the Issuing Lender, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such reasonable and documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit, and (iv) all reasonable and documented out-of-pocket

expenses of the Administrative Agent's regular employees and agents engaged periodically to perform audits of the Loan Parties' books, records and business properties.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), the arrangers, each Lender and the Issuing Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnatee") against, and hold each Indemnatee harmless from (and shall reimburse each Indemnatee as the same are incurred), any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnatee), and shall indemnify and hold harmless each Indemnatee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnatee, incurred by any Indemnatee or asserted against any Indemnatee by any Person (including the Borrower or any other Loan Party, or any affiliate of any such party) other than such Indemnatee and its Related Parties arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the Issuing Lender to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower or any other Loan Party or any affiliate of any such party, and regardless of whether any Indemnatee is a party thereto; *provided* that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnatee or (y) result from a claim brought by the Borrower or any other Loan Party against an Indemnatee for breach in bad faith of such Indemnatee's obligations hereunder or under any other Loan Document, if the Borrower or such Loan Party has obtained a final and non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction. This Section 11.3(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, liabilities or related expenses arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under clause (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Issuing Lender, or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), such Issuing Lender, or such Related Party, as the case may be, such Lender's *pro rata* share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's Ratable Share at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender); *provided* that with respect to such unpaid amounts owed to the Issuing Lender solely in its capacity as such, only the Lenders with Revolving Credit Commitments shall be required to pay such

unpaid amounts, such payment to be made severally among them based on
such Lenders' Ratable Share of the

Revolving Credit Facility (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought); *provided, further*, that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Issuing Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), the Issuing Lender in connection with such capacity. The obligations of the Lenders under this clause (c) are subject to the provisions of Section 2.2.

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in Section 11.3(a) shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby, except to the extent such liability or damages are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(e) Payments. All amounts due under this Section 11.3 shall be payable not later than ten (10) days after demand therefor.

(f) Survival. Each party's obligations under this Section 11.3 shall survive the termination of the Loan Documents and payment of the obligations hereunder.

11.4 Holidays. Whenever payment of a Loan to be made or taken hereunder shall be due on a day which is not a Business Day, such payment shall be due on the next Business Day (except as otherwise set forth herein) and such extension of time shall be included in computing interest and fees, except that the Loans under the Revolving Credit Facility shall be due on the Business Day preceding the Expiration Date if the Expiration Date is not a Business Day. Whenever any payment or action to be made or taken hereunder (other than payment of the Loans) shall be stated to be due on a day which is not a Business Day, such payment or action shall be made or taken on the next following Business Day, and such extension of time shall not be included in computing interest or fees, if any, in connection with such payment or action.

11.5 Notices; Effectiveness; Electronic Communication.

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

(i) if to the Borrower or any other Loan Party, to it at 2206 W. Camelback Road, Phoenix, Arizona 85017, Attention of: Sarah Collins, sarah.collins@gce.com, General Counsel;

(ii) if to the Administrative Agent, to NBAZ at 6001 N. 24th St., Phoenix, AZ 85016, Attention of Sabina Aaronson;

(iii) if to NBAZ in its capacity as Issuing Lender, to it at 6001 N. 24th St., Phoenix, AZ 85016, Attention of Sabina Aaronson, and if to any other Issuing Lender, to it at the address provided in writing to the Administrative Agent and the Borrower at the time of its appointment as an Issuing Lender hereunder;

(iv) if to a Lender, to it at its address specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices delivered through electronic communications, to the extent provided in clause (b) below, shall be effective as provided in said clause (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the Issuing Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices to any Lender or Issuing Lender pursuant to Article 2 if such Lender or Issuing Lender, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article 2 by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

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

(c) Change of Address, etc. Any party hereto may change its address for notices and other communications hereunder by notice to the other parties hereto.

(d) Platform.

(i) Each Loan Party agrees that the Administrative Agent may, but shall not be obligated to, make the Communications (as defined below) available to the Issuing Lender and the other Lenders by posting the Communications on the Platform.

(ii) The Platform is provided “as is” and “as available.” The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties (collectively, the “Agent Parties”) have any liability to the Borrower or the other Loan Parties, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower’s, any Loan Party’s or the Administrative Agent’s transmission of communications through the Platform. “Communications” means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to any Loan Document or the transactions contemplated therein which is distributed to the Administrative Agent, any Lender or any Issuing Lender by means of electronic communications pursuant to this Section, including through the Platform.

11.6 Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. Without limiting the foregoing provisions of this Section, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent or the Issuing Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

11.7 Duration; Survival. All representations and warranties of the Loan Parties contained herein or made in connection herewith shall survive the execution and delivery of this Agreement and the completion of the transactions hereunder and shall continue in full force and effect until the Facility Termination Date. All covenants and agreements of the Borrower contained herein relating to the payment of principal, interest, premiums, additional compensation or expenses and indemnification, including those specified in the Notes, Section 4.1 and Section 11.3, shall survive the Facility Termination Date. All other covenants and agreements of the Loan Parties shall continue in full force and effect from and after the Closing Date and until the Facility Termination Date.

11.8 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns permitted hereby, except that neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder (including, in each case, by way of an LLC Division) without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of clause (b) of this Section, (ii) by way of participation in accordance with the provisions of clause (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of clause (e) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in clause (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); *provided* that (in each case with respect to any Facility) any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(1) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it (in each case with respect to any Facility) or contemporaneous assignments to related Approved Funds (determined after giving effect to such assignments) that equal at least the amount specified in clause (b)(i)(2) of this Section in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(2) in any case not described in subclause (i)(1) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption Agreement with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption Agreement, as of the Trade Date) shall not be less than \$25,000,000.00, in the case of any assignment in respect of the Revolving Credit Commitment of the assigning Lender, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed).



(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned; *provided* that the Borrower's consent shall not be required during the primary syndication of the Revolving Credit Facility.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by subclause (b)(i)(2) of this Section and, in addition:

(1) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default has occurred and is continuing at the time of such assignment or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; *provided* that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within three (3) Business Days after having received notice thereof; *provided, further*, that the Borrower's consent shall not be required during the primary syndication of the Revolving Credit Facility; and

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

(3) the consent of the Issuing Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment in respect of the Revolving Credit Facility.

(iv) Assignment and Assumption Agreement. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption Agreement, together with a processing and recordation fee of \$3,500.00. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made (A) to the Borrower or any of the Borrower's Affiliates or Subsidiaries or (B) to any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute a Defaulting Lender or a Subsidiary thereof.

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person).

(vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto specified herein, the parties to the assignment shall make such additional payments to the Administrative Agent



in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable *pro rata* share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, the Issuing Lender, and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full *pro rata* share of all Loans and participations in Letters of Credit in accordance with its Ratable Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this clause, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(viii) Effectiveness; Release. Subject to acceptance and recording thereof by the Administrative Agent pursuant to clause (c), from and after the effective date specified in each Assignment and Assumption Agreement, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption Agreement, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption Agreement, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption Agreement covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.4, 4.8, and 11.3 with respect to facts and circumstances occurring prior to the effective date of such assignment; *provided* that, except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this clause shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (d) of this Section.

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

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than



a natural Person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person, or the Borrower or any of the Borrower's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Borrower, the Administrative Agent, the Issuing Lender and Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 11.3 with respect to any payments made by such Lender to its Participant(s).

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree (other than as is already provided for herein) to any amendment, modification or waiver with respect to Sections 11.1(a), 11.1(b), or 11.1(c) that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.4, 4.8, 4.9 and 4.10 (subject to the requirements and limitations therein, including the requirements under Section 4.9(g) (it being understood that the documentation required under Section 4.9(g) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to clause (b) of this Section; *provided* that such Participant (A) agrees to be subject to the provisions of Section 4.13 as if it were an assignee under to clause (b) of this Section 11.8; and (B) shall not be entitled to receive any greater payment under Sections 4.8 or 4.9, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 4.13 with respect to any Participant. To the extent permitted by Law, each Participant also shall be entitled to the benefits of Section 9.2(b) as though it were a Lender; *provided* that such Participant agrees to be subject to Section 4.5 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or to comply with other requirements under applicable law. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as

Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Certain Pledges; Successors and Assigns Generally.

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

(f) Cashless Settlement.

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

(g) Arrangers/Bookrunners.

Notwithstanding anything to the contrary contained in this Agreement, the name of any arranger and/or bookrunner listed on the cover page of this Agreement may be changed by the Administrative Agent to the name of any Lender or Lender's broker-dealer Affiliate, upon written request to the Administrative Agent by any such arranger and/or bookrunner and the applicable Lender or Lender's broker-dealer Affiliate.

11.9 Confidentiality.

(a) General.

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

Administrative Agent and the Lenders in connection with the administration of this Agreement, the other Loan Documents, and the Commitments.

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

For the avoidance of doubt, nothing in this Section shall prohibit any Person from voluntarily communicating, disclosing or providing information within the scope of the confidentiality provisions of this Section regarding suspected violations of laws, rules, or regulations to a governmental, regulatory or self-regulatory organization without any notification to any Person.

(b) Sharing Information With Affiliates of the Lenders.

Each Loan Party acknowledges that from time to time financial advisory, investment banking and other services may be offered or provided to the Borrower or one or more of its Affiliates (in connection with this Agreement or otherwise) by any Lender or by one or more Subsidiaries or Affiliates of such Lender and each of the Loan Parties hereby authorizes each Lender to share any information delivered to such Lender by such Loan Party and its Subsidiaries pursuant to this Agreement with any such Subsidiary or Affiliate of the Lender subject to the provisions of Section 11.9(a).

11.10 Counterparts; Integration; Effectiveness; Electronic Execution.

(a) Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof, including any prior confidentiality agreements and commitments. Except as provided in Article 6, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Electronic Execution. The words “execution,” “signed,” “signature,” and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity

or enforceability as a manually executed signature or the use of a paper-based recordkeeping

system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the Arizona Electronic Transactions Act, or any other similar state Laws based on the Uniform Electronic Transactions Act.

11.11 CHOICE OF LAW; SUBMISSION TO JURISDICTION; WAIVER OF VENUE; SERVICE OF PROCESS; WAIVER OF JURY TRIAL.

(a) Governing Law. This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly specified therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the Law of the State of New York.

(b) Submission to Jurisdiction. The Borrower and each other Loan Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent, any Lender, the Issuing Lender, or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of Arizona sitting in Maricopa County, and of the United States District Court of the District of Arizona, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such Arizona state court or, to the fullest extent permitted by applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent, any Lender or any Issuing Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or any other Loan Party or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. The Borrower and each other Loan Party irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in clause (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 11.5. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

(e) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE

LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11.12 Mutual Negotiations. This Agreement and the other Loan Documents are the product of mutual negotiations by the parties thereto and their counsel, and no party shall be deemed the draftsman of this Agreement or any other Loan Document or any provision hereof or thereof or to have provided the same. Accordingly, in the event of any inconsistency or ambiguity of any provision of this Agreement or any other Loan Document, such inconsistency or ambiguity shall not be interpreted against any party because of such party's involvement in the drafting thereof.

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

(a) the application of any Write-down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-down and Conversion powers of the applicable Resolution Authority.

11.14 USA PATRIOT Act Notice. Each Lender that is subject to the USA PATRIOT Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Loan



Parties that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of Loan Parties and other information that will allow such Lender or Administrative Agent, as applicable, to identify the Loan Parties in accordance with the USA PATRIOT Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Act.

11.15 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swaps or any other agreement or instrument that is a QFC (such support, “QFC Credit Support” and each such QFC a “Supported QFC”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the Laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity/Bank/FSI that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the Laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the Laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 11.15, the following terms have the following meanings:

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Covered Entity/Bank/FSI” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b), (ii) a “covered

bank” as that term is defined in, and interpreted in
accordance with,

12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

BORROWER:

**GRAND CANYON
EDUCATION, INC.,** a
Delaware corporation

By: Lori Browning
Name: Lori Browning
Title: Interim Chief Financial
Officer

Signature Page to Credit Agreement

GUARANTOR:

**ORBIS EDUCATION
SERVICES, LLC,** a
Delaware limited liability
company

By: /s/ Lori Browning
Name: Lori Browning
Title: Interim Chief Financial
Officer

Signature Page to Credit Agreement

ZIONS
BANCORPORATION, N.A.
dba NATIONAL BANK OF
ARIZONA, as Administrative
Agent and as a Lender

By: /s/ Jeffrey Byers
Name: Jeffrey Byers
Title: Senior Vice President

Signature Page to Credit Agreement

SCHEDULE 1.1(B)

COMMITMENTS OF LENDERS AND ADDRESSES FOR NOTICES

Page 1 of 2

Part 1 - Commitments of Lenders and Addresses for Notices to Lenders

<u>Lender</u>	Amount of Commitment for Revolving <u>Commitment</u> <u>Credit Loans</u>	<u>Ratable Share</u>
Name: Zions Bancorporation, N.A. dba National Bank of Arizona Address: 6001 N. 24 th St., Phoenix, AZ 85016 Attention: Sabina Aaronson_ Telephone: (602) 510- 5054	\$100,000,000	\$100,000,000 100%
Total	<u>\$100,000,000</u>	<u>\$100,000,000</u> <u>100%</u>

Schedule 1.1(B)

SCHEDULE 1.1(B)

COMMITMENTS OF LENDERS AND ADDRESSES FOR NOTICES

Page 2 of 2

Part 2 - Addresses for Notices to Borrower and Guarantors:

ADMINISTRATIVE AGENT

Name: Zions Bancorporation, N.A. dba National Bank of Arizona
Attention: Sabina Aaronson
Telephone: (602) 510-5054

BORROWER:

Name: Grand Canyon Education, Inc.
Address: 2600 W. Camelback Rd., Phoenix, AZ 85017
Attention: Lori Browning, Chief Accounting Officer/Interim Chief
Financial Officer
Email: Lori.Browning@GCE.com
Telephone: (602) 639-6622

GUARANTORS:

Name: c/o Grand Canyon Education, Inc.
Address: 2600 W. Camelback Rd., Phoenix, AZ 85017
Attention: Lori Browning, Chief Accounting Officer/Interim Chief
Financial Officer
Email: Lori.Browning@GCE.com
Telephone: (602) 639-6622

SCHEDULE 1.1(D)**PERMITTED LIENS**

Filing Number & Jurisdiction	Debtor	Secured Party	Date of Filing	Collateral
20225993233 (DE)	Grand Canyon Education, Inc.	De Lage Landen Financial Services, Inc.	07/18/2022 (exp. 07/18/2027)	All equipment leased or financed by Secured Party to or for Debtor pursuant to Secured Party's contract number 500-50413164
20220801959 (DE)	Grand Canyon Education, Inc.	De Lage Landen Financial Services, Inc.	12/30/2022 (exp. 12/30/2027)	All equipment leased or financed by Secured Party to or for Debtor pursuant to Secured Party's contract number 500-50462480
20261128053 (DE)	Grand Canyon Education, Inc.	Pacific Office Automation	02/11/2026 (exp. 02/11/2031)	All equipment leased or financed by Secured Party to or for Debtor pursuant to Secured Party's contract number 500-50744772
20263485139 (DE)	Grand Canyon Education, Inc.	Pacific Office Automation	05/01/2026 (exp. 05/01/2031)	All equipment leased or financed by Secured Party to or for Debtor pursuant to Secured Party's contract number 500-50852631

SCHEDULE 5.2

SUBSIDIARIES

1. Orbis Education Services, LLC, a Delaware limited liability company

Schedule 5.2

SCHEDULE 5.15
ENVIRONMENTAL DISCLOSURES

None.

Schedule 5.15

SCHEDULE 8.1

EXISTING INDEBTEDNESS

- Letter of Credit with PNC Bank, in the amount of \$434,565.00, with a maturity date of March 31, 2027.
- The debt represented by each of the Permitted Liens listed on Schedule 1.1(D) attached to the Credit Agreement, incorporated herein by reference.

Schedule 8.1

GUARANTY AGREEMENT

DATE: September 28, 2026

PARTIES: Guarantor: **ORBIS EDUCATION SERVICES, LLC**, a Delaware limited liability company

Guarantor Address: 2600 W. Camelback Rd.
Phoenix, Maricopa, Arizona 85017

Administrative Agent: **ZIONS BANCORPORATION, N.A. DBA NATIONAL BANK OF ARIZONA**

Administrative Agent
Address: 6001 N. 24th Street
Phoenix, Arizona 85016
Attention: Jeffrey Byers

Lenders: As set forth in the Credit Agreement (as defined below)

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantors agree for the benefit of Administrative Agent and the Secured Parties, as follows:

1. DEFINITIONS. In this Guaranty Agreement (“Guaranty”), the following terms shall have the following meanings and all capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement:

“Administrative Agent” means **ZIONS BANCORPORATION, N.A. DBA NATIONAL BANK OF ARIZONA**, as Administrative Agent under the Credit Agreement, together with its successors and assigns in such capacity.

“Attorneys’ Fees” means the reasonable and documented out-of-pocket fees, charges and expenses of the attorneys (and all paralegals, secretaries, accountants and other staff employed by such attorneys) employed by Administrative Agent from time to time.

“Borrower” means **GRAND CANYON EDUCATION, INC.**, a Delaware corporation.

“Credit Agreement” means that certain Credit Agreement dated of even date herewith by and among Borrower, Guarantor, Administrative Agent, and the Lenders party thereto, as it may be amended, modified, joined, extended, renewed, restated, or supplemented from time to time.

“Guarantor” and “Guarantors” mean, respectively, each Person that has executed this Guaranty and each other Person who shall become a party hereto by execution of a Guaranty Joinder Agreement in the form attached hereto as Exhibit A or such other form as Administrative Agent may approve from time to time.

“Guarantor Loan Documents” means this Guaranty and any other Loan Documents executed by Guarantors.

“Guarantor Obligations” means the obligations of each Guarantor under the Guarantor Loan Documents.

“Guaranty” means this Guaranty, as it may be amended, modified, joined, extended, renewed, restated, or supplemented from time to time.

“Qualified ECP Guarantor” means, in respect of any Interest Rate Hedge transactions, each Loan Party that has total assets exceeding \$10,000,000 at the time such Loan Party becomes obligated for Interest Rate Hedge Liabilities with respect to such Interest Rate Hedge (whether by guarantee or otherwise) or grants a security interest to secure such Interest Rate Hedge or such other Person as constitutes an “eligible contract participant” under the Commodities Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under the Commodities Exchange Act.

2. GUARANTY.

2.1 Guarantor Obligations. In order to induce the Secured Parties to make the Loans, issue Letters of Credit, and otherwise extend credit, to Borrower pursuant to the Credit Agreement, Guarantors hereby unconditionally, irrevocably, and jointly and severally, guarantee to Administrative Agent and the other Secured Parties and to their respective successors, endorsees and/or assigns of the Credit Agreement and any other Loan Documents:

2.1.1 The full and prompt payment in immediately available funds of all Obligations when due, by acceleration or otherwise, together with all fees, charges, interest, premiums, late charges, expenses, other obligations, indebtedness, indemnities, causes of action and liabilities of Loan Parties or payable by Loan Parties, whether now existing or hereafter arising under or in connection with the Loans or any of the Loan Documents or otherwise in connection with the Obligations, whether primary or secondary, direct or indirect, absolute or contingent, fixed, liquidated, unliquidated, joint, several, or joint and several, and including, without limitation, any and all interest, expenses (including, without limitation, Attorneys’ Fees), and other monetary obligations accrued or incurred during the pendency of any bankruptcy, insolvency, receivership, or other similar proceeding, in each case whether or not allowed in any such proceeding.

2.1.2 The due and prompt performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or in respect of the Loan Documents.

2.1.3 The due and prompt payment of all reimbursement obligations and all obligations to provide cash collateral or other security with respect to any Letters of Credit.

2.1.4 The due and prompt payment and performance of all covenants, agreements, obligations and liabilities of Loan Parties under or in respect of Lender Provided Interest Rate Hedges or Lender Provided Foreign Currency Hedge other than Excluded Hedge Liabilities. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guaranty hereunder or security interest is or becomes illegal.

2.2 Keepwell. In addition to, and without limiting, the Guarantor Obligations set forth in Section 2.1.4, each Guarantor hereunder who is a Qualified ECP Guarantor hereby jointly and severally, absolutely, unconditionally, and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its Interest Rate Hedge transactions; *provided, however*, that each Qualified ECP Guarantor shall only be liable under this Section 2.2 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 2.2, or otherwise under this Guaranty, voidable under applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount. The obligation of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the payment and performance of all Obligations in full and the termination of the Commitments. Each Qualified ECP Guarantor intends that this Section 2.2 constitutes, and this Section 2.2 shall be deemed to constitute, a “keepwell, support or other agreement” for the benefit of each other Loan Party for all purposes of the Commodities Exchange Act.

3. GUARANTOR REPRESENTATIONS AND WARRANTIES.

3.1 Closing Representations and Warranties. Each Guarantor represents and warrants to Administrative Agent for the benefit of the Secured Parties as follows:

3.1.1 Incorporation of Representations and Warranties. Each Guarantor acknowledges that he/she/it is a “Loan Party” pursuant to the Credit Agreement and the other Loan Documents and represents and warrants to Administrative Agent for the benefit of the Secured Parties that all statements, representations and warranties regarding such Guarantor (as a Loan Party) pursuant to the Credit Agreement and all of the Loan Documents is true, correct and complete.

3.1.2 Inducement. Each Guarantor is providing this Guaranty at the request of Borrower in order to induce the Secured Parties to extend financial accommodations to Borrower.

3.2 Representations and Warranties Upon Delivery of Financial Statements, Documents, Other Information, and Other Actions. Each delivery by Guarantors to Administrative Agent of financial statements, other documents, or information after the date of this Guaranty, shall be a representation and warranty that (a) all representations and warranties herein are true, correct and complete as of the date of such delivery and (b) such financial statements, other documents, or information is correct and complete, that there are no omissions therefrom that result in such financial statements, other documents, or information being incomplete, incorrect, or misleading as of the date thereof, and that such financial statements accurately present the financial condition and results of operations of each Guarantor as at the dates thereof and for the periods covered thereby.

4. GUARANTOR COVENANTS. Until the Facility Termination Date, Guarantors agree that:

4.1 Taxes. Each Guarantor shall pay before delinquency all Taxes, assessments, and governmental charges and levies imposed upon such Guarantor, upon such Guarantor’s income or profits, or upon any property belonging to such Guarantor, except for any such taxes that are being diligently contested in good faith by appropriate proceedings and for which adequate reserves have been set aside by such Guarantor.

4.2 Keeping Informed About Borrower and Transaction. Guarantors will keep themselves informed concerning performance of the Obligations, the financial condition of Borrower, and the ability of Borrower to perform the Obligations.

4.3 Additional Covenants. Guarantors shall comply with each covenant of the Loan Documents that refers to Guarantors, in each case until this Guaranty has terminated or expired and all of the Obligations have been indefeasibly paid and performed in full.

5. ADDITIONAL PROVISIONS.

5.1 Nature of Guaranty. This Guaranty is absolute, continuing, irrevocable, and unconditional. This Guaranty is a guaranty of payment and performance when due and not of collection. This Guaranty shall be effective and remain in full force and effect until the Facility Termination Date, regardless of (a) the genuineness, regularity, legality, validity, or enforceability of any or all of the Liens, the Loan Documents, or the Obligations; (b) any Law, ordinance, regulation, or rule (federal, state, or local) or any action by any Official Body discharging, reducing, varying the terms of payment, or otherwise modifying any of the Obligations or any of the Liens; or (c) the death, dissolution, or liquidation of any Loan Party.

5.2 Enforcement Against Guarantors Without Other Action. Administrative Agent may enforce the Guarantor Loan Documents against any Guarantor without first having sought enforcement of any Loan Documents against Borrower, any other Loan Parties, or any Collateral.

5.3 Events Not Affecting Guarantor Obligations or Liens Granted by Guarantors. The following shall not affect, impair, or delay the enforcement of any or all Guarantor Obligations or any or all Liens granted by Guarantors, regardless of the impact upon any contribution, exoneration, indemnification, reimbursement, subrogation, and other rights of Guarantors:

5.3.1 The bankruptcy, death, disability, dissolution, incompetence, insolvency, liquidation, or reorganization of any Guarantor or any other Loan Party.

5.3.2 Any defense of any or all other Loan Parties to payment or performance of any or all Obligations or enforcement of any or all Liens.

5.3.3 The discharge, modification of the terms of, reduction in the amount of, or stay of enforcement of any or all Liens or any or all Obligations in any bankruptcy, insolvency, reorganization, or other legal proceeding or by any law, ordinance, regulation, or rule (federal, state, or local).

5.3.4 The cessation of liability of any or all other Loan Parties for any or all Obligations.

5.3.5 Any claim or dispute by Borrower or any other Loan Party concerning the occurrence of an Event of Default, the performance of any Obligations, or any other matter.

5.3.6 The revocation of this Guaranty by one or more Guarantors.

5.4 Acts and Omissions of Administrative Agent Not Affecting Guarantor Obligations or Liens Granted by Guarantors. Administrative Agent, for the benefit of the Secured Parties, may do or omit to do the following acts from time to time in its absolute and sole discretion and in doing or omitting to do such acts may act in its absolute and sole discretion without notice to or consent

of Guarantors and with or without receiving payment or other value. The following acts and omissions shall not affect, delay, or impair the enforcement of any or all Guarantor Obligations or any or all Liens granted by Guarantors, regardless of the impact upon any contribution, exoneration, indemnification, reimbursement, subrogation, and other rights of Guarantors:

5.4.1 Administrative Agent may obtain Collateral or additional Collateral.

5.4.2 Administrative Agent may substitute for any or all Collateral, regardless of whether the same type or greater or lesser value.

5.4.3 Administrative Agent may release any or all Collateral.

5.4.4 Administrative Agent may compromise, delay enforcement, fail to enforce, release, settle, or waive any rights and remedies of Administrative Agent and the Secured Parties as to any or all Collateral.

5.4.5 Except for any requirements provided by law that may not be waived by Guarantors, Administrative Agent may sell or otherwise dispose of any Collateral in any manner and order Administrative Agent determines in its absolute and sole discretion and disposition may be for no value or for less than fair market value of the Collateral in the absolute and sole discretion of Administrative Agent. With respect to any Collateral that is personal property, Administrative Agent shall give Guarantors five (5) days' prior written notice of any sale or other disposition, except for personal property Collateral that is perishable, threatens to decline speedily in value, is of a type customarily sold on a recognized market, or is cash, cash equivalents, certificates of deposit or the like and except as to Administrative Agent's and the other Secured Parties' right of set-off. Each Guarantor's sole right with respect to all Collateral shall be to bid at a sale thereof in accordance with applicable Law.

5.4.6 Administrative Agent may fail to inspect, insure, maintain, preserve, or protect any or all Collateral.

5.4.7 Administrative Agent may obtain additional obligors for any or all Obligations.

5.4.8 Administrative Agent and the Secured Parties may increase or decrease any or all Obligations or otherwise change the terms of any or all Obligations (including, without limitation, increases or decreases in the interest rate, additional advances within or in excess of any Commitment, increases or decreases in any Commitment, changes in the maturity date of any or all Obligations, and changes in the amount and timing of payments). Upon the occurrence and during the continuance of an Event of Default, Administrative Agent may declare all Obligations immediately due and payable or performable, whereupon the Obligations shall be immediately due and payable or performable.

5.4.9 Administrative Agent may substitute for any or all Loan Parties, regardless of the same creditworthiness.

5.4.10 Administrative Agent may release Borrower and the other Loan Parties.

5.4.11 Administrative Agent may compromise, delay enforcement, fail to enforce, release, settle, or waive any or all Obligations of Borrower and any other Loan

Party or any or all rights and remedies of Administrative Agent against Borrower and the other Loan Parties.

5.4.12 Administrative Agent and the other Secured Parties may make advances, issue letters of credit, or grant other financial accommodations for Borrower without requiring satisfaction of all conditions in the Loan Documents.

5.4.13 Administrative Agent may fail to file or pursue a claim in any bankruptcy, insolvency, probate, reorganization, or other proceeding as to any or all Liens or any or all Obligations.

5.4.14 Administrative Agent may subordinate (i) any or all Liens, or (ii) any or all Obligations.

5.4.15 Administrative Agent and the Secured Parties may amend, modify, extend, renew, restate, supplement, or terminate in whole or in part any or all Loan Documents.

5.4.16 Administrative Agent may apply any amount received by Administrative Agent (including, without limitation, payments, proceeds of collateral, and other amounts) on account of any liabilities or obligations of any Loan Party to the Secured Parties, whether or not included in the Obligations, to payment of such of the liabilities or obligations of such Loan Party to the Secured Parties as Administrative Agent may elect in its absolute and sole discretion, whether or not then due.

5.4.17 Administrative Agent may take or fail to take any other action with respect to any or all Loan Documents, any or all Obligations, any or all Loan Parties, any or all Collateral, any or all Liens, or any or all rights and remedies of Administrative Agent.

5.4.18 Administrative Agent and the other Secured Parties may assign any or all of their rights and delegate their obligations under the Loan Documents, in whole or in part (including, without limitation, participations).

5.4.19 Administrative Agent and the other Secured Parties may do any other acts and make any other omissions that result in extinguishment of any or all Obligations and any or all Liens.

5.4.20 Administrative Agent and the other Secured Parties may do any other act or make any other omission that might otherwise constitute a legal or equitable discharge of, or defense by, any Guarantor.

5.5 Guarantor Waivers.

5.5.1 Note and Notice Waivers. Each Guarantor waives, to the full extent permitted by law, presentment, notice of dishonor, protest, notice of protest, notice of intent to accelerate, notice of acceleration, notice of dishonor, and all other notices or demands of any kind (including, without limitation, notice of the acceptance by Administrative Agent of this Guaranty, notice of the existence, creation, non-payment, or non-performance of any or all Obligations, notice of the revocation of this Guaranty by any Guarantor, and notice of the acts or omissions described in Section 5.4), excepting only notices specifically provided for in the Guarantor Loan Documents.

5.5.2 Waiver of Acts and Omissions of Administrative Agent and the Other Secured Parties. Each Guarantor waives any defense to enforcement of the Guarantor Obligations or any Liens granted by such Guarantor based on acts and omissions of Administrative Agent or any other Secured Party described in Section 5.4.

5.5.3 Waiver of Statute of Limitations. To the fullest extent permitted by Law, each Guarantor waives any and all statutes of limitations as a defense to any or all Obligations.

5.5.4 Waiver of Law and Equitable Principles Conflicting with this Guaranty. Each Guarantor waives any and all provisions of law and equitable principles that conflict with this Guaranty.

5.5.5 Waiver of Any Obligation of Administrative Agent and Lenders to Inform Guarantors. Each Guarantor waives any right to require Administrative Agent or any other Secured Party, and Administrative Agent and the other Secured Parties shall have no obligation, to provide to any Guarantor any information concerning performance of the Obligations, the ability of Borrower to perform the Obligations, or any other matter, regardless of what information Administrative Agent or the other Secured Parties may have from time to time.

5.5.6 Waiver of Contribution, Exoneration, Indemnification, Reimbursement, Subrogation, and Other Rights Against Borrower and Other Loan Parties. Each Guarantor waives any and all present and future claims, remedies, and rights of such Guarantor against Borrower, any other Loan Party, the Collateral, and any other property, interests in property, or rights to property of Borrower or any other Loan Party (i) arising from any performance by such Guarantor hereunder; (ii) arising from any application of any property, interests in property, or rights to property of such Guarantor to payment or performance of the Obligations; or (iii) otherwise arising in respect of the Guarantor Loan Documents, regardless of whether such claims, remedies, and rights arise under any present or future agreement, document, or instrument or are provided by any Law, ordinance, regulation, or rule (federal, state, or local) (including, without limitation, (A) any and all rights of contribution, exoneration, indemnity, reimbursement, and subrogation and (B) any and all rights to participate in the rights and remedies of Administrative Agent and the other Secured Parties against Borrower, any other Loan Parties, and the Collateral).

6. **SUBORDINATION.** Each Guarantor agrees that any and all rights of subrogation, reimbursement and contribution shall be junior and subordinate to any right Administrative Agent and the other Secured Parties may have against Borrower and to all right, title and interest Administrative Agent and the other Secured Parties may have in any collateral or security. Guarantors shall not demand, enforce or receive payments on or by reason of any such rights of subrogation, reimbursement or contribution prior to satisfaction in full of all of the Obligations. If, notwithstanding the foregoing, any Guarantor receives any payments from Borrower to which such Guarantor is not entitled pursuant to the previous sentence, such payment shall be held in trust by such Guarantor for the benefit of Administrative Agent, shall be segregated from the other funds of such Guarantor, and shall forthwith be paid by such Guarantor to Administrative Agent for the benefit of the Secured Parties, and applied to payment of the Obligations, whether or not due. Administrative Agent may, in accordance with applicable Laws, use, sell or dispose of any item of collateral or security as it sees fit without regard to any subrogation right any Guarantor may have, and upon disposition or sale, any right of subrogation any Guarantor may have shall terminate. With respect to the enforced collection of the Obligations or the foreclosure of any security interest in any personal property collateral then securing the Obligations, Administrative Agent agrees to give Guarantors

five (5) days' prior written notice, in the manner set forth in Section 11.5 of the Credit Agreement, of any sale or disposition of any such personal property collateral, other than collateral which is perishable, threatens to decline speedily in value, is of a type customarily sold on a recognized market, or is cash, cash equivalent, certificates of deposit or the like.

7. RIGHTS AND REMEDIES OF ADMINISTRATIVE AGENT AND SECURED PARTIES.

The rights and remedies of Administrative Agent and the other Secured Parties shall be cumulative and non-exclusive. Delay, discontinuance, or failure to exercise any right or remedy of Administrative Agent or any other Secured Party shall not be a waiver thereof, of any other right or remedy of Administrative Agent and the other Secured Parties, or of the time of the essence provision. Exercise of any right or remedy of Administrative Agent and the other Secured Parties shall not cure or waive any Event of Default or invalidate any act done in response to any Event of Default.

8. LIMIT OF LIABILITY OF ADMINISTRATIVE AGENT AND SECURED PARTIES.

In exercising rights and remedies, neither Administrative Agent, nor any other Secured Party, nor any stockholder, director, officer, employee, agent, or representative of Administrative Agent or any other Secured Party shall have any liability for any injury to the assets, business, operations, or property of Guarantors or any other liability to Guarantors, other than for its own gross negligence or willful misconduct.

9. SURVIVAL.

The representations, warranties, and covenants of each Guarantor in the Guarantor Loan Documents shall survive the execution and delivery of this Guaranty until all of the Obligations under the Loan Documents are fully and finally paid, performed and discharged and are not subject to any bankruptcy preference period or any other disgorgement.

10. INTEGRATION, ENTIRE AGREEMENT, CHANGE, DISCHARGE, TERMINATION, WAIVER, APPROVAL, CONSENT, ETC. The Guarantor Loan Documents contain the complete understanding and agreement of Guarantors and Administrative Agent and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations. No provision of the Guarantor Loan Documents may be changed, discharged, supplemented, terminated, or waived except in a writing signed by the parties thereto. Delay or failure by Administrative Agent or the other Secured Parties to insist on performance of any obligation when due or compliance with any other term or condition in the Guarantor Loan Documents shall not operate as a waiver thereof or of any other obligation, term, or condition or of the time of the essence provision. Acceptance of late payments or performance shall not be a waiver of the time of the essence provision, the right of Administrative Agent or the other Secured Parties to require that subsequent payments or performance be made when due, or the right of Administrative Agent or the other Secured Parties to declare an Event of Default if subsequent payments or performance are not made when due. Any approval, consent, or statement that a matter is satisfactory by Administrative Agent or any other Secured Party under the Guarantor Loan Documents must be in writing executed by Administrative Agent and such Secured Parties and shall apply only to the Person(s) and facts specifically set forth in the writing.

11. BINDING EFFECT.

The Guarantor Loan Documents shall be binding upon each Guarantor and shall inure to the benefit of Administrative Agent and other Secured Parties and their successors and assigns and the executors, legal administrators, personal representatives, heirs, devisees, and beneficiaries of each Guarantor; *provided, however*, that Guarantors may not delegate any of their obligations under the Guarantor Loan Documents and any purported delegation shall be *void ab initio*. Each of Administrative Agent and each other Secured Party may from time to time, in each's absolute and sole discretion, assign its respective rights and delegate its respective obligations under the Loan Documents, in whole or in part, without notice to or consent by Guarantors (including, without limitation, participations). In addition to any greater or lesser limitation provided by law, Guarantors shall not assert against any

assignee of Administrative Agent or the other Secured Parties any claims or defenses any Guarantor may have against Administrative Agent or the other Secured Parties, except claims and defenses, if any, arising under the Guarantor Loan Documents.

12. APPLICABLE CREDIT AGREEMENT PROVISIONS. All provisions of Article 11 of the Credit Agreement apply to this Guaranty, the same as if such provisions were set forth in full in this Guaranty, *mutatis mutandis*.

13. JOINT AND SEVERAL OBLIGATIONS. All obligations in any of the Guarantor Loan Documents executed by more than one Person shall be the joint and several obligations of each such Person, and each reference in any Guarantor Loan Document to Guarantor or Loan Party shall be a reference to each such Person individually and all such Persons collectively.

14. RIGHT OF SETOFF. In addition to and not in limitation of all other rights and remedies (including other rights of offset or banker's lien) that Administrative Agent, the other Secured Parties or any other holder of any Note may have under applicable Law, each Guarantor grants to Administrative Agent and each Secured Party a contractual security interest in, and hereby assigns, conveys, delivers, pledges and transfers to Administrative Agent and each Secured Party, and Administrative Agent and each Secured Party hereby reserves (to the extent permitted by applicable Law) a right of setoff in, all such Guarantor's right, title and interest in and to such Guarantor's accounts with Administrative Agent or such Secured Party (whether checking, savings, or some other account), including, without limitation, all accounts held jointly with someone else and all accounts such Guarantor may open in the future, excluding, however, all IRA and KEOGH accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Upon the occurrence and during the continuance of an Event of Default, each Guarantor authorizes Administrative Agent and the other Secured Parties to the extent permitted by applicable Law, to charge or setoff all such Guarantor's obligations to Administrative Agent and the other Secured Parties against any and all such accounts.

15. INDEMNIFICATION OF ADMINISTRATIVE AGENT AND SECURED PARTIES. Each Guarantor agrees to indemnify, hold harmless, and on demand defend Administrative Agent, the other Secured Parties and their respective shareholders, directors, officers, employees, Administrative Agents, and representatives for, from, and against any and all damages, losses, liabilities, penalties, costs, and expenses (including, without limitation, Attorneys' Fees) arising from any claim or demand in respect of the Guarantor Loan Documents and arising at any time, whether before or after the Facility Termination Date, except to the extent such claim is determined in a final non-appealable judgment of a court or arbitrator of competent jurisdiction to have resulted from the gross negligence or willful misconduct of Administrative Agent or the Secured Parties. The obligations of each Guarantor and the rights of Administrative Agent and the Secured Parties under this Section 15 shall survive termination of any Commitments, the expiration or drawing in full of any Letters of Credit issued by Issuing Lender, the payment in full of any drafts drawn or drawn and accepted under any such Letters of Credit, and payment and performance of the Obligations in full and shall remain in full force and effect without termination.

16. LIMITATION ON AMOUNT OBLIGATED; CONTRIBUTION BY OTHER PERSONS. Anything contained in this Guaranty to the contrary notwithstanding, if any Fraudulent Transfer Law (as hereinafter defined) is determined by a court of competent jurisdiction to be applicable to the obligations of any Guarantor under this Guaranty, such obligations shall be limited to a maximum aggregate amount equal to the largest amount that would not render such Guarantor's obligations under the Guaranty subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law (collectively, the "Fraudulent Transfer Laws"), in each case after giving effect to all other liabilities of such Guarantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of such Guarantor in

respect of intercompany indebtedness, if any, to Borrower or any Subsidiary (as defined in the Credit Agreement) of Borrower to the extent that such indebtedness would be discharged in an amount equal to the amount paid by such Guarantor under the Guaranty pursuant to which the liability of such Guarantor under the Guaranty is included in the liabilities taken into account in determining such maximum amount) and after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, reimbursement, indemnification, or contribution of such Guarantor pursuant to applicable Law or pursuant to the terms of any agreement.

17. **JOINDER.** Each Person that shall at any time execute and deliver to the Administrative Agent a Guaranty Joinder Agreement substantially in the form attached as Exhibit A hereto shall thereupon irrevocably, absolutely and unconditionally become a party hereto and obligated hereunder as a Guarantor, and all references herein and in the other Loan Documents to the Guarantors or to the parties to Guaranty shall be deemed to include such Person as a Guarantor hereunder. The execution and delivery of a Guaranty Joinder Agreement adding an additional Guarantor as a party to Guaranty shall not require the consent of any other Guarantor hereunder. The rights and obligations of each Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor as a party to Guaranty.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Guaranty as of the day and year first above written.

GUARANTOR:

ORBIS EDUCATION SERVICES, LLC, a Delaware
limited liability company

By: /s/ Lori Browning
Name: Lori Browning
Title: Interim Chief Financial Officer

Signature Page to Guaranty Agreement

EXHIBIT A

[FORM OF]

GUARANTOR JOINDER

This Guarantor Joinder (this “Joinder”) dated as of _____, 20__ is executed by the undersigned for the benefit of **ZIONS BANCORPORATION, N.A. dba NATIONAL BANK OF ARIZONA**, as agent for the Lenders (in such capacity, the “Administrative Agent”), in connection with (i) that certain Credit Agreement, dated as of September 28, 2026 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), by and among **GRAND CANYON EDUCATION, INC.**, a Delaware corporation (the “Borrower”), the Guarantors from time to time party thereto, the lenders from time to time party thereto (the “Lenders”), and the Administrative Agent; (ii) that certain Security Agreement, dated as of September 28, 2026 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, the other Debtors listed on the signature pages thereto, and the other Persons who may become party to the Security Agreement from time to time (collectively, the “Debtors”), and the Administrative Agent, for its own benefit and the benefit of the other Secured Parties; (iii) that certain Guaranty Agreement, dated as of September 28, 2026 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Guaranty”), by and among the Guarantors listed on the signature pages thereto and the other Persons who may become party to the Guaranty from time to time (collectively, the “Guarantors”), and the Administrative Agent for the benefit of each of the Secured Parties; (iv) that certain Pledge Agreement, dated as of September 28, 2026 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Pledge Agreement”), made by the Pledgors listed on the signature pages thereto and the other Persons who may become party to the Pledge Agreement from time to time (collectively, the “Pledgors”), in favor of the Administrative Agent for the benefit of each of the Secured Parties and (v) that certain IP Security Agreement, dated as of September 28, 2026 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “IP Security Agreement”), by Borrower and the other Persons who may become party to the IP Security Agreement from time to time (collectively, the “Grantors”) in favor of Administrative Agent for the benefit of the Lenders. All capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement, the Security Agreement, the Guaranty, the Pledge Agreement, or the IP Security Agreement, as applicable.

This Joinder supplements the Credit Agreement, the Security Agreement, the Guaranty, the Pledge Agreement, and the IP Security Agreement, and is delivered by each Person signatory hereto (collectively, the “New Obligor” and each a “New Obligor”), pursuant to Section 7.8 of the Credit Agreement and the other terms of the Loan Documents.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each New Obligor hereby agrees as follows:

1. Each New Obligor hereby:
 - (i) assumes all the obligations and liabilities of:
 - (a) a Loan Party under the Credit Agreement;
 - (b) a Debtor party to the Security Agreement;
 - (c) a Guarantor party to the Guaranty;

Exhibit A

- (d) a Pledgor party to the Pledge Agreement; and
- (e) a Grantor party to the IP Security Agreement; and
- (ii) agrees that such New Obligor is, and is bound as:
 - (a) a Loan Party under the Credit Agreement under the terms, covenants, agreements, and conditions set forth in the Credit Agreement;
 - (b) a Debtor party to the Security Agreement under the terms, covenants, agreements, and conditions set forth in the Security Agreement;
 - (c) a Guarantor party to the Guaranty under the terms, covenants, agreements, and conditions set forth in the Guaranty;
 - (d) a Pledgor party to the Pledge Agreement under the terms, covenants, agreements, and conditions set forth in the Pledge Agreement; and
 - (e) a Grantor party to the IP Security Agreement under the terms, covenants, agreements, and conditions set forth in the IP Security Agreement,

in each case to the same extent that it would have been bound if it had been an original signatory to the Credit Agreement, Security Agreement, Guaranty, Pledge Agreement, and IP Security Agreement.

Each New Obligor hereby makes each of the representations and warranties and agrees to each of the covenants applicable to the (v) Loan Parties contained in the Credit Agreement; (w) Debtors contained in the Security Agreement; (x) Guarantors contained in the Guaranty; (y) Pledgors contained in the Pledge Agreement; and (z) Grantors contained in the IP Security Agreement, and in each case, confirms that such representations and warranties are true and correct after giving effect to the supplements to the Schedules attached to the Credit Agreement, the Security Agreement, the Exhibits attached to the Pledge Agreement, and the Schedules attached to the IP Security Agreement each attached hereto.

2. Without limiting the generality of the foregoing, each New Obligor hereby:

- (i) grants, assigns and pledges to the Administrative Agent, including its successors and assigns, for its benefit and the ratable benefit of the Secured Parties, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Pledge Agreement), a Lien on and security interest in, in each case, all of its right, title and interest in, to and under, whether now owned or existing, or hereafter created, acquired or arising, in and to all personal property and fixtures of the New Obligors, including the Collateral (as defined in the Security Agreement) and the Trademark Collateral (as defined in the IP Security Agreement), the IP Ancillary Rights (as defined in the IP Security Agreement), the IP Rights (as defined in the IP Security Agreement) and expressly assumes all obligations and liabilities of a Debtor under the Security Agreement, a Pledgor under the Pledge Agreement, and a Grantor under the IP Security Agreement;

Exhibit A

- (ii) acknowledges and agrees that, together with each other Loan Party, it jointly and severally, absolutely, unconditionally and irrevocably is liable for all the Obligations as provided under the Guaranty and the Credit Agreement, to the same extent and with the same force and effect as if such New Obligor had originally been a Loan Party under the Credit Agreement and a Guarantor under the Guaranty and had originally executed the same as a Loan Party and Guarantor; and
- (iii) hypothecates, charges, pledges, assigns, mortgages and delivers and transfers, in each case, to the Administrative Agent, including its successors and assigns, for its benefit and the ratable benefit of the Secured Parties, and grants to the Administrative Agent, for its benefit and the ratable benefit of the Secured Parties, a continuing security interest in, and Lien on, such New Obligor's right, title, and interest in and to the Collateral (as defined in the Security Agreement).

Except as specifically modified hereby, all of the terms and conditions of the Credit Agreement, the Security Agreement, the Guaranty, the Pledge Agreement, and the IP Security Agreement shall remain unchanged and in full force and effect.

3. Supplements relating to each New Obligor with respect to (i) each of the Schedules to the Credit Agreement are set forth on Annex A attached hereto; (ii) the Security Agreement are set forth on Annex B attached hereto; (iii) each of the Schedules to the Pledge Agreement are set forth on Annex C attached hereto; and (iv) each of the Schedules to the IP Security Agreement are set forth on Annex D attached hereto. Such supplements shall be deemed to be part of the Credit Agreement, Security Agreement, Pledge Agreement, and IP Security Agreement as applicable.

4. The effectiveness of this Joinder is subject to the satisfaction of the following conditions precedent:

- (i) this Joinder and each other Loan Document, as applicable, shall have been executed by the New Obligors, and by the Administrative Agent (if applicable), and counterparts as so executed shall have been delivered to the Administrative Agent;
- (ii) with respect to each New Obligor, the Administrative Agent shall have received:
 - (a) a certificate dated as of the date hereof and signed by an authorized signatory of each New Obligor, certifying as appropriate as to: (A) all action taken by each New Obligor to validly authorize, duly execute and deliver this Joinder and the other Loan Documents and attaching copies of such resolution or other corporate or organizational action; (B) the names, authority and capacity of the Authorized Officers authorized to sign this Joinder and the Loan Documents and their true signatures; and (C) copies of its organizational documents as in effect as of the date hereof, to the extent applicable, certified as of a sufficiently recent date prior to the date hereof by the appropriate state official where such documents are filed in a state office together with certificates from the appropriate state officials as to due organization and the continued valid existence, good standing and qualification to engage in its business of New Obligor in the state of its organization and in each state where conduct of business or ownership or lease of properties or assets requires such qualification;

Exhibit A

- (b) [Lien searches in acceptable scope and with acceptable results;]
- (c) appropriately completed UCC financing statements to be filed by the Administrative Agent naming each New Obligor as debtor and Administrative Agent as secured party and describing its Collateral and all other documentation as Administrative Agent (or its successors or assigns) may reasonably require to evidence, protect, and perfect the Liens created by the Security Agreement, the Pledge Agreement and the IP Security Agreement, as modified by this Joinder. Each New Obligor acknowledges the authorizations given to Administrative Agent under the Security Agreement and otherwise;
- (d) original certificates evidencing all of the issued and outstanding Equity Interests of each New Obligor, if any, which certificates shall be accompanied by undated stock powers duly executed in blank, or, if any such interests are uncertificated securities, confirmation and evidence satisfactory to the Administrative Agent that the security interest in such uncertificated securities has been transferred to and perfected by the Administrative Agent for the benefit of the Secured Parties in accordance with the UCC and all laws otherwise applicable to the perfection of the pledge of such shares;
- (e) in form and substance acceptable to Administrative Agent and each Lender, an executed Certificate of Beneficial Ownership and such other documentation and other information requested in connection with applicable “know your customer” and anti-money laundering rules and regulations, including the USA PATRIOT Act;
- (f) a certificate of each of the New Obligors signed by an Authorized Officer, dated as of the date hereof stating that (A) the representations and warranties of the New Obligors under this Joinder and the Loan Documents are true and correct in all material respects (unless qualified by materiality or reference to the absence of a Material Adverse Change, in which event shall be true and correct); (B) the New Obligors are in compliance with each of the covenants and conditions under this Joinder and under the Loan Documents; (C) no Material Adverse Change has occurred since the date of the last audited financial statements of each New Obligor delivered to the Administrative Agent; and (D) the conditions stated in this Joinder have been satisfied with respect to the New Obligor;
- (g) all material consents, licenses and approvals required for the delivery and performance by each New Obligor of any Loan Document and the enforceability of any Loan Document against such New Obligor, certified by an Authorized Officer that each is in full force and effect and none other is so required or necessary;
- (h) evidence that all Indebtedness not permitted under Section 8.1 of the Credit Agreement shall have been paid in full and that all necessary termination statements, release statements and other releases in connection with all Liens (other than Permitted Liens) have been filed or satisfactory arrangements have been made for such filing (including payoff letters, if

applicable, in form and substance reasonably satisfactory to the Administrative Agent);

- (i) a certificate of an Authorized Officer of the Borrower as to the Solvent status of each of the Loan Parties taken as a whole after giving effect to the transactions contemplated by this Joinder;
- (j) Each New Obligor's audited (or, if unavailable, management-prepared financial statements) consolidated year-end balance sheet, statement of income or operations, shareholders' equity and cash flows and a summary of projected financial statements (including, without limitation, statements of income, operations and cash flow together with a detailed explanation of the assumptions used in preparing such projected financial statements), as requested by, and in each case reasonably acceptable to, the Administrative Agent;
- (iii) an opinion or opinions of counsel to the New Obligors, dated as of the date hereof and in form and substance satisfactory to the Administrative Agent;
- (iv) the Administrative Agent shall have received evidence that adequate insurance, including flood insurance, if applicable, required to be maintained under the Credit Agreement is in full force and effect, with additional insured special endorsements attached thereto in form and substance satisfactory to the Administrative Agent and its counsel naming the Administrative Agent as additional insured;
- (v) [Acceptable appraisals of the New Obligors' and their Subsidiaries' assets;]
- (vi) [An acceptable environmental audit with respect to _____;]
- (vii) both before and immediately after giving effect to this Joinder, no Potential Default or Event of Default shall exist;
- (viii) the Administrative Agent shall have received for its own account, or for the account of each applicable Lender, as applicable (a) all accrued fees and other amounts (other than principal and accrued interest) that are outstanding under the Loan Documents and invoiced by the Administrative Agent and (b) all costs and expenses due and payable pursuant to Section 11.3 of the Credit Agreement or otherwise in connection with the preparation, negotiation and execution of this Joinder and any other documents being executed or delivered in connection herewith (including the reasonable fees and expenses of legal counsel); and
- (ix) the New Obligors shall have provided such other items and shall have satisfied such other conditions as may be reasonably required by the Administrative Agent.

5. Each New Obligor's address for notices under the Credit Agreement, Security Agreement, Guaranty, Pledge Agreement, and IP Security Agreement is the address provided in Part 2 of Schedule 1.1(B) to the Credit Agreement, as supplemented hereby.

6. Each New Obligor agrees to execute and deliver such further instruments and documents and do such further acts and things as the Administrative Agent may reasonably deem necessary or proper to carry out more effectively the purposes of this Joinder.

Exhibit A

7. This Joinder and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

8. This Joinder is a Loan Document, and is deemed to be part of, and a modification to, each of the Credit Agreement, the Security Agreement, the Guaranty, the Pledge Agreement, and the IP Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement. Each New Obligor hereby waives notice of Administrative Agent's acceptance of this Joinder.

9. All provisions of Article 11 of the Credit Agreement apply to this Joinder, the same as if such provisions were set forth in full in this Joinder, *mutatis mutandis*.

[Remainder of Page Left Intentionally Blank]

Exhibit A

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

NEW OBLIGOR[S]:¹
[NAME OF NEW OBLIGOR]
as a Loan Party, Debtor, Guarantor, Pledgor, and Grantor

By: _____
Name: _____
Title: _____

[NAME OF NEW OBLIGOR]
as a Loan Party, Debtor, Guarantor, Pledgor, and Grantor

By: _____
Name: _____
Title: _____

¹ Add additional signature blocks as needed.

Exhibit A

Agreed to and accepted:

ZIONS BANCORPORATION, N.A.
DBA NATIONAL BANK OF ARIZONA,
as Administrative Agent

By: _____
Name: _____
Title: _____

Exhibit A

Annex A
Schedules to Credit Agreement
[See attachment]

Annex A to Exhibit A

Annex B

Schedules to Security Agreement

[See attachment]

Annex B to Exhibit A

Annex C

Schedules to Pledge Agreement

[See attachment]

Annex C to Exhibit A

Annex D

Schedules to IP Security Agreement Agreement

[See attachment]

Annex D to Exhibit A

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “Agreement”) is dated as of September 28, 2026, is made by **GRAND CANYON EDUCATION, INC.**, a Delaware corporation (“Borrower”), **ORBIS EDUCATION SERVICES, LLC**, a Delaware limited liability company (“Orbis” and, together with Borrower, individually and collectively, “Debtor”), to **ZIONS BANCORPORATION, N.A. DBA NATIONAL BANK OF ARIZONA** as Administrative Agent for the benefit of the secured parties to the Credit Agreement (in such capacity, “Administrative Agent”). Administrative Agent and each Debtor hereby agree as follows:

RECITALS

WHEREAS, Debtor is indebted to Secured Parties pursuant to the Credit Agreement dated as of even date herewith by and among Debtor, Administrative Agent, and the other Lenders from time-to-time party thereto (as amended, restated, supplemented, extended or renewed from time to time, the “Credit Agreement”) and the other Loan Documents.

WHEREAS, Administrative Agent requires that Debtor execute and deliver this Agreement in order to induce Secured Parties to enter into the Credit Agreement and other Loan Documents.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Administrative Agent hereby agree as follows:

1. **OBLIGATIONS**. This assignment of collateral and grant of security interest shall secure all of the “Obligations” as defined in the Credit Agreement. As used in this Agreement and the other Loan Documents, attorneys’ fees shall include paralegals’ fees, and shall include, without limitation, any and all such attorneys’ and paralegals’ fees and expenses incurred in connection with litigation, mediation, arbitration, other alternative dispute processes, administrative proceedings and bankruptcy proceedings, and any and all appeals from any of the foregoing.

2. **COLLATERAL**. Debtor hereby grants to Administrative Agent a security interest in all right, title and interest of Debtor in the following property and interests in property, in each case whether now existing or hereafter arising or acquired by Debtor, regardless of where it is located (collectively, the “Collateral”):

(a) All Accounts (other than Excluded Accounts), all Inventory, all Equipment, all General Intangibles and all Investment Property.

(b) All instruments, chattel paper, electronic chattel paper, documents, securities, moneys, cash, letters of credit, letter of credit rights, promissory notes, warrants, dividends, distributions, contracts, agreements, contract rights or other property, owned by Debtor or in which Debtor has an interest, including but not limited to, those which now or hereafter are in the possession or control of Administrative Agent or in transit by mail or carrier to or in the possession of any third party acting on behalf of Administrative Agent, without regard to whether Administrative Agent received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Administrative Agent had conditionally released the same, and the proceeds thereof, all rights to payment from, and all claims against Secured Parties, and any deposit accounts of Debtor with Secured Parties (other than Excluded Accounts), including all demand, time, savings, passbook or other accounts and all deposits therein.

(c) All now owned and hereafter acquired inventory, equipment, fixtures, goods, accounts, chattel paper, documents, instruments, farm products, general intangibles, supporting obligations, software, commercial tort claims, minerals, standing timber and growing crops and all rents, issues, profits, products and proceeds thereof, wherever any of the foregoing is located.

(d) All proceeds and products of any of the foregoing and all additions and accessions thereto, replacements thereof, supporting obligations therefor, software related thereto, guaranties thereof, insurance or condemnation proceeds thereof, documents related thereto, all sales of accounts constituting a right to payment therefrom, all tort or other claims against third parties arising out of damage thereto or destruction thereof, all property received wholly or partly in trade or exchange therefor, all fixtures attached or appurtenant thereto, all leases thereof, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition thereof, or any other interest therein.

Notwithstanding the foregoing or anything else in this Agreement to the contrary, the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any Excluded Property; *provided* that, if any Excluded Property would have otherwise constituted Collateral, when such property shall cease to be Excluded Property, such property shall be deemed at all times from and after the date thereof to constitute Collateral.

3. DEFINITIONS. Capitalized terms used, but not defined, herein shall have the meanings given to them in the Credit Agreement or, if not defined in the Credit Agreement, the other Loan Documents, as applicable. Uncapitalized terms shall have the meanings attributed thereto in the applicable version of the Uniform Commercial Code adopted under the laws of the State of New York or, where appropriate, the jurisdiction in which the Collateral is located, as such definitions may be enlarged or expanded from time to time by legislative amendment thereto or judicial decision (the "UCC"). As used herein, the following capitalized terms shall have the following meanings:

(a) "Accounts" means all accounts, accounts receivable, health-care insurance receivables, credit card receivables, contract rights, instruments, documents, chattel paper, tax refunds from federal, state or local governments and all obligations in any form including without limitation those arising out of the sale or lease of goods or the rendition of services by Debtor; all guaranties, letters of credit and other security and support obligations for any of the above; all merchandise returned to or reclaimed by Debtor; all books and records (including computer programs, tapes and data processing software) evidencing an interest in or relating to the above; all winnings in a lottery or other game of chance operated by a governmental unit or person licensed to operate such game by a governmental unit and all rights to payment therefrom; and all "Accounts" as same is now or hereinafter defined in the UCC.

(b) "Equipment" means all goods (excluding Inventory or consumer goods), machinery, machine tools, equipment, fixtures, office equipment, furniture, furnishings, motors, motor vehicles, tools, dies, parts and jigs (including, without limitation, each of the items of equipment set forth on any schedule which is either now or in the future attached to Administrative Agent's copy of this Agreement), and all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, all supplies used or useful in connection therewith, and all "Equipment" as same is now or hereinafter defined in the UCC.

(c) "Excluded Accounts" means (i) any deposit account of Debtor used exclusively for payroll, payroll taxes, or employee benefits; (ii) any deposit account of Debtor used exclusively for the payment of taxes; (iii) any escrow, trust, or fiduciary accounts; and (iv) any other deposit account identified

by Debtor and approved by Administrative Agent (such approval not to be unreasonably withheld) as zero balance accounts.

(d) “Excluded Property” means (i) Excluded Accounts; (ii) any lease, license, contract, or agreement covering real or personal property to which Debtor is a party if, under the terms of such contract, lease, permit, charter or license agreement, or applicable law with respect thereto, the grant of a lien or security interest therein is prohibited as a matter of law or under the terms of such contract, lease, permit, charter or license agreement, except, in each of the foregoing cases, to the extent (A) any described prohibition or restriction is unenforceable under the UCC or other applicable laws, including, without limitation, UCC Section 9-408, or (B) any consent or waiver has been obtained that would permit the lien or security interest notwithstanding the prohibition or restriction on the pledge of such asset; and (iii) any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed).

(e) “General Intangibles” means all general intangibles, choses in action, causes of action, obligations or indebtedness owed to Debtor from any source whatsoever, payment intangibles, software and all other intangible personal property of every kind and nature (other than Accounts) including without limitation patents, trademarks, trade names, service marks, copyrights and applications for any of the above, and goodwill, trade secrets, licenses, franchises, rights under agreements, tax refund claims, and all books and records including all computer programs, disks, tapes, printouts, customer lists, credit files and other business and financial records, the equipment containing any such information, and all “General Intangibles” as same is now or hereinafter defined in the UCC.

(f) “Inventory” means goods, supplies, wares, merchandises and other tangible personal property, including raw materials, work in process, supplies and components, and finished goods, whether held for sale or lease, or furnished or to be furnished under any contract for service, or used or consumed in business, and also including products of and accessions to inventory, packing and shipping materials, all documents of title, whether negotiable or non-negotiable, representing any of the foregoing, and all “Inventory” as same is now or hereinafter defined in the UCC.

(g) “Investment Property” means a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract or commodity account and all “Investment Property” as same is now or hereinafter defined in the UCC.

4. WARRANTIES AS TO DEBTOR. Each Debtor hereby represents and warrants to Secured Parties as follows:

(a) It is duly organized or formed, validly existing and, to the extent such concept is applicable in such Debtor’s jurisdiction of organization or formation, in good standing under the laws of its jurisdiction of organization or formation, as identified in the introductory paragraph of this Agreement.

(b) It has the requisite corporate, company, or other organizational power and authority to own its property and its assets, to conduct its business as now conducted, and to execute, deliver, and perform its obligations under this Agreement.

(c) It further warrants that Debtor’s exact legal name is set forth in the initial paragraph of this Agreement.

5. WARRANTIES AS TO THE COLLATERAL. Each Debtor hereby represents and warrants to Secured Parties that:

(a) except for Permitted Liens, Debtor is, and as to any property which at any time forms a part of the Collateral, shall be, the sole owner of, with good and marketable title in, each and every item of the Collateral, or otherwise shall have the full right and power to grant a security interest in the Collateral, free from any Lien whatsoever (other than Permitted Liens);

(b) each item of Collateral is, and shall be, valid, and all information furnished to Administrative Agent with regard thereto is, and shall be, accurate and correct in all respects when furnished;

(c) the provisions of this Agreement are sufficient to create in favor of Administrative Agent a valid and continuing Lien on, and security interest in, the types of Collateral in which a security interest may be perfected by the filing of UCC financing statements or the taking of possession of such Collateral, and when such UCC financing statements are filed in the appropriate filing offices, and the requisite filing fees are paid, such filings shall be sufficient to perfect such security interests; and

(d) the financial statements of Debtor for the most recent ended fiscal period heretofore submitted to Administrative Agent are true and correct and there are no Material Adverse Changes in the conditions, financial or otherwise, of Debtor since the date of said financial statements.

6. DEBTOR'S RESPONSIBILITIES. Each Debtor covenants with, and warrants to, Secured Parties that such Debtor shall:

(a) upon Secured Parties' written request, furnish to Secured Parties in writing a current list of all Collateral for the purpose of identifying the Collateral and, further, execute and deliver such supplemental instruments, documents, agreements and chattel paper, in the form of assignments or otherwise, as Secured Parties shall reasonably require for the purpose of confirming and perfecting, and continuing the perfection of, Administrative Agent's security interest in any or all of such Collateral, or as is necessary to provide Administrative Agent with control over the Collateral or any portion thereof;

(b) at Debtor's expense and upon written request from Administrative Agent, furnish copies of invoices issued by Debtor in connection with the Collateral, furnish certificates of insurance evidencing insurance on the Collateral, furnish proof of payment of taxes and assessments on the Collateral, and make available to Secured Parties any and all of Debtors' books, records, written memoranda, correspondence, purchase orders, invoices and other instruments or writings that in any way evidence or relate to the Collateral;

(c) keep the Collateral insured at all times against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as is satisfactory to Secured Parties. In all cases losses shall be payable to Administrative Agent and any surplusage shall be paid to Debtor. All insurance policies shall provide for at least thirty (30) days prior written notice of cancellation to Secured Parties. Should Debtor at any time fail to purchase or maintain insurance, pay taxes, or pay for any expense, incident or such insurance, Administrative Agent may pay such taxes or order and pay for such necessary items of preservation, maintenance or protection, and Debtor agrees to reimburse Administrative Agent for all expenses incurred under this clause;

(d) pay all taxes or assessments imposed on or with respect to the Collateral;

(e) keep all of the Collateral in good condition and repair, protecting it from weather and other contingencies which might adversely affect it as secured hereunder;

(f) notify Secured Parties promptly in writing of any information which Debtor has or may receive which might in any way adversely affect the value of the Collateral or the rights of Administrative Agent with respect thereto;

(g) notify Secured Parties promptly in writing of any change in the Debtor's exact legal name or any change in the location of the Collateral or of any place of business or mailing addresses or the establishment of any new place of business or mailing address;

(h) pay all costs of filing any financing, continuation or termination statements with respect to the security interest created hereby;

(i) upon the occurrence and during the continuance of an Event of Default, pay all expenses and reasonable and documented out-of-pocket attorneys' fees of Secured Parties; and Debtor agrees that said expenses and fees shall be secured under this Agreement;

(j) maintain possession of all Collateral at the location(s) disclosed to Secured Parties and not remove the Collateral from that location; and

(k) Take any other and further action necessary or desirable as reasonably requested by Secured Parties to grant Administrative Agent control over the Collateral, as "control" is defined in the applicable version of the UCC, including without limitation (i) executing and/or authenticating any assignments or third party agreements; (ii) delivering, or causing the delivery of, any of the Collateral to the possession of Administrative Agent; or (iii) obtaining written acknowledgements of the lien of Administrative Agent and agreements of subordination to such lien from third parties in possession of the Collateral in a form acceptable to Secured Parties. Each Debtor consents to and hereby authorizes any third party in an authenticated record or agreement between Debtor, Secured Parties, and the third party, including but not limited to depository institutions, securities intermediaries, and issuers of letters of credit or other support obligations, to accept direction from Administrative Agent regarding the maintenance and disposition of the Collateral and the products and proceeds thereof, and to enter into agreements with Secured Parties regarding same, without further consent of Debtor.

7. ACCOUNTS RECEIVABLE. Each Debtor hereby agrees that Administrative Agent shall have the absolute right to take any one or all of the following actions from time to time until all of the Obligations are paid in full and the Credit Agreement is terminated:

(a) upon the occurrence and during the continuance of an Event of Default, Administrative Agent may serve written notice on Debtor instructing Debtor to deliver to Administrative Agent all subsequent payments on accounts receivable which Debtor shall do until notified otherwise;

(b) upon the occurrence and during the continuance of an Event of Default, Administrative Agent may notify the account debtor(s) of its security interest and instruct such account debtor(s) to make further payments on such accounts to Administrative Agent instead of to Debtor;

(c) upon the occurrence and during the continuance of an Event of Default, Administrative Agent may serve written notice upon Debtor that all subsequent billings or statements of account rendered to any account debtor shall bear a notation directing the account debtor(s) to make payment directly to Administrative Agent. Any payment received by Administrative Agent pursuant to this clause shall be retained in a separate non-interest-bearing account as security for the payment and performance of all Obligations of Debtor; and

(d) upon the occurrence and during the continuance of an Event of Default, Administrative Agent may also, at any time and from time to time in good faith, verify, in its own name or in the name of others, the existence, amount and terms of any sums owed by such account debtors, customers or other obligors to Debtor and the nature of any such account debtor's, customer's or other obligor's relationship with Debtor.

8. POWER OF ATTORNEY. Upon the occurrence and during the continuance of an Event of Default (other than with respect to the filing of UCC financing statements and amendments thereto), each Debtor hereby makes, constitutes and appoints Administrative Agent its true and lawful attorney in fact to act, with full power of substitution (which shall be deemed a power coupled with an interest), with respect to the Collateral in any transaction, legal proceeding, or other matter in which Administrative Agent is acting pursuant to this Agreement, including but not limited to executing, authenticating and/or filing on its behalf: (i) UCC financing statements and amendments thereto reflecting the lien of Administrative Agent upon the Collateral and any other documents necessary or desirable to perfect or otherwise continue the security interest granted herein; and (ii) any third party agreements or assignments to grant Secured Parties control over the Collateral, including but not limited to third party agreements between Debtor, Secured Parties, and depository institutions, securities intermediaries, and issuers of letters of credit or other support obligations, which third party agreements direct the third party to accept direction from Secured Parties regarding the maintenance and disposition of the Collateral and the products and proceeds thereof.

9. EVENTS OF DEFAULT. The occurrence of any "Event of Default" as defined in the Credit Agreement shall constitute an Event of Default for all purposes of this Agreement.

10. REMEDIES. Upon the occurrence and during the continuance of an Event of Default, at Administrative Agent's option, Administrative Agent may elect to exercise any one or more of the following remedies, all without presentment, demand, protest or notice of any kind, as the same are hereby expressly waived by Debtor, unless otherwise required by applicable law:

(a) declare all Obligations to be immediately due and payable, whereupon such Obligations shall immediately become due and payable, and terminate the Credit Agreement and all obligations of Secured Parties under the Credit Agreement; *provided* that the Obligations shall be accelerated automatically and immediately if an Event of Default occurs under Section 9.1(l) of the Credit Agreement;

(b) resort to the rights and remedies of a secured party under the UCC, including, but not limited to, the right of a secured party to (i) enter any premises of Debtor, with or without legal process and take possession of the Collateral and remove it and any records pertaining thereto and/or remain on such premises and use it for the purpose of collecting, preparing and disposing of the Collateral; (ii) ship, reclaim, recover, store, finish, maintain and repair the Collateral; and (iii) sell the Collateral at public or private sale. Debtor will be credited with the net proceeds of any such sale only when they are actually received by Administrative Agent, and any requirement of reasonable notice of any disposition of the Collateral will be satisfied without notice to Debtor if the Collateral is of a type customarily sold on a recognized market or otherwise if such prior written notice is sent to Debtor ten (10) days prior to such disposition. Debtor will, upon written request, assemble the Collateral and any records pertaining thereto and make them available at a place designated by Administrative Agent. Administrative Agent may use, in connection with any assembly or disposition of the Collateral, any trademark, tradename, tradestyle, copyright, patent right, trade secret or technical process used or utilized by Debtor; and

(c) exercise any and all rights and remedies provided by applicable law and the Loan Documents.

Furthermore, upon the occurrence and during the continuance of an Event of Default, Debtor authorizes Administrative Agent at any time, without notice to Debtor, to transfer or cause to be transferred into Administrative Agent's name, or the name of its nominee or nominees, any or all of the Collateral. Administrative Agent is hereby given full power at any time, without notice to Debtor, to collect, sell, assign, transfer and deliver all of the Collateral or any part thereof, or any substitutes therefore, or any additions thereto, through any stock exchange or broker's board or broker, or at private or public sale, without either demand on or notice to the Debtor, or any advertisement, the same being hereby expressly waived, at which sale Administrative Agent is authorized to purchase the Collateral, or any part thereof, free from any right of redemption on the part of Debtor which is hereby expressly waived and released. In case of sale for any cause, after deducting all costs and expenses of every kind, Administrative Agent may apply the residue of the proceeds of such sale as it shall deem proper toward the payment of any one or more or all of the Obligations to Secured Parties, whether due or not due, returning the remainder, if any, to Debtor, so long as the Collateral is not pledged to secure the indebtedness of Debtor or any other party. Administrative Agent is hereby irrevocably appointed and constituted attorney in fact for Debtor, with full power of substitution, to collect all dividends, interest, rents, royalties, and to exercise all voting rights connected with or arising out of the Collateral.

No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy available under this Agreement, the other Loan Documents or as may be now or hereafter existing at law, in equity or by statute, and each may be exercised together, separately and in any order. Each Debtor hereby expressly waives any requirement of marshaling of assets that may be secured by any of the Loan Documents. No failure on the part of Administrative Agent to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default shall be deemed to be a waiver of any subsequent Event of Default.

11. ADDITIONAL PROVISIONS.

(a) No delay on Administrative Agent's part in exercising any power of sale, lien, option or other right with respect to the Collateral, and no notice or demand which may be given to or made upon Debtor by Administrative Agent with respect to any power of sale, lien, option or other right with respect to the Collateral, shall constitute a waiver thereof, or limit or impair Administrative Agent's right to take any action or to exercise any power of sale, lien option, or any other right with respect to the Collateral without notice or demand, or prejudice Administrative Agent's rights as against Debtor in any respect.

(b) No action taken by Secured Parties with respect to the Collateral shall in any way impair or limit Secured Parties' right to exercise any or all rights or remedies Secured Parties may otherwise have against Debtor or any other Loan Party with respect to any Obligations. This Agreement shall not, in any manner, be construed as a compromise of any Obligations. The pledge of, and security interest in, the Collateral by the Debtor to Administrative Agent is absolute, unconditional and continuing and will remain in full force and effect until the Obligations have been fully paid and satisfied.

(c) Each Debtor acknowledges and agrees that, in addition to the security interests granted herein, Secured Parties have a banker's lien and common law right of set-off in and to Debtor's deposits, accounts and credits held by Secured Parties and Secured Parties may apply or set-off such deposits or other sums against the Obligations upon the occurrence of an Event of Default as set forth in this Agreement.

(d) Each Debtor hereby authorizes Administrative Agent to file a copy of this Agreement as a UCC financing statement with the appropriate county and state government authorities necessary to perfect Administrative Agent's security interest in the Collateral as set forth herein. Debtor

hereby further authorizes Administrative Agent to file UCC financing statements on behalf of Debtor and Secured Parties with respect to the Collateral.

(e) Upon the indefeasible payment and performance in full of all Obligations (other than unasserted contingent indemnification obligations) and termination of all Commitments, Administrative Agent shall, at Debtor's sole expense, promptly (and in any event within thirty (30) days)) execute and deliver to Debtor such documents and instruments as Debtor shall reasonably request to evidence the release of Administrative Agent's security interest in the Collateral and the termination of this Agreement, including UCC termination statements and any other releases or instruments reasonably necessary to release Administrative Agent's Lien on the Collateral.

12. MISCELLANEOUS PROVISIONS.

(a) Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the party against whom enforcement of the termination, amendment, supplement, waiver or modification is sought. As the context herein requires, the singular shall include the plural and one gender shall include one or both other genders. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application thereof to other persons or circumstances shall not be affected thereby.

(b) This Agreement shall inure to the benefit of Secured Parties' successors and assigns and shall be binding upon the heirs, executors, administrators and successors of Debtor. This Agreement is not assignable by Debtor. This Agreement is assignable by Administrative Agent, and any assignment hereof or any transfer or assignment of the Loan Documents or portions thereof by Secured Parties shall operate to vest in any such assignee all rights and powers herein conferred upon and granted to Secured Parties.

(c) If from any cause or circumstances whatsoever, fulfillment of any provisions of this Agreement at the time performance of such provision shall be due involves transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then *ipso facto* the obligation to be fulfilled shall be reduced to the limit of such validity. The provisions of this paragraph shall control every other provision of this Agreement.

(d) Secured Parties shall not be under any obligation to marshal any assets in payment of any or all of the Obligations. To the extent that any Loan Party makes any payment or Secured Parties enforce Liens or Secured Parties exercise the right of set-off, and such payment or the proceeds of such enforcement or set-off is subsequently invalidated, declared to be fraudulent or preferential, set aside, or required to be repaid by anyone, then to the extent of such recovery, the Obligations or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefore, shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or set-off had not occurred.

(e) Each and every reference to, and any and all representations, warranties, covenants, and undertakings of Debtor herein shall be deemed to apply to each of the "Debtors" jointly, severally, and jointly and severally.

(f) All provisions of Article 11 of the Credit Agreement apply to this Agreement, the same as if such provisions were set forth in full in this Agreement, *mutatis mutandis*.

[Signature pages follow]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

DEBTOR:

GRAND CANYON EDUCATION, INC., a
Delaware corporation

By: /s/ Lori Browning
Name: Lori Browning
Title: Interim Chief Financial Officer

ORBIS EDUCATION SERVICES, LLC, a
Delaware limited liability company

By: /s/ Lori Browning
Name: Lori Browning
Title: Interim Chief Financial Officer

Signature Page to Security Agreement

ADMINISTRATIVE AGENT:

**ZIONS BANCORPORATION, N.A. dba
NATIONAL BANK OF ARIZONA**

By: /s/ Jeffrey Byers

Name: Jeffrey Byers

Title: Senior Vice President

Signature Page to Security Agreement

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT (this “Pledge Agreement”), dated as of September 28, 2026, is made by **GRAND CANYON EDUCATION, INC.**, a Delaware corporation (“Borrower”), **ORBIS EDUCATION SERVICES, LLC**, a Delaware limited liability company (“Orbis” and, together with each additional Person executed a Guarantor Joinder (as defined in the Credit Agreement) in form and substance acceptable to Administrative Agent, individually and collectively, “Guarantor”, and, together with Borrower and each additional Guarantor acceptable to Administrative Agent, individually and collectively, “Pledgor”), in favor of **ZIONS BANCORPORATION, N.A. DBA NATIONAL BANK OF ARIZONA** (“NBAZ”), as Administrative Agent for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, Borrower, Guarantor, Administrative Agent, and the other Lenders from time-to-time party thereto have entered into that certain Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented, extended or renewed from time to time, the “Credit Agreement”);

WHEREAS, in order to secure the Obligations under the Credit Agreement and other Loan Documents, Pledgor has agreed to pledge to Administrative Agent, for the benefit of the Secured Parties, all of Pledgor’s right, title and interest to and in the stock and other ownership interests in each Pledged Interests Issuer (as defined below) now or hereafter owned by Pledgor;

WHEREAS, the Pledgors are the owner of certain Equity Interests of the Pledged Interests Issuers; and

WHEREAS, it is in the best interests of each Pledgor to execute this Pledge Agreement inasmuch as Pledgor will derive substantial direct and indirect benefits from the Loans to Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Secured Parties to extend credit and make other financial accommodations to Borrower under the Loan Documents and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor hereby agrees with Administrative Agent for the benefit of the Secured Parties as follows:

**ARTICLE I
DEFINITIONS**

1.1 Certain Terms. The following terms (whether or not underscored) when used in this Pledge Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

“Distributions” means all cash distributions made in respect of the Pledged Interests, whether or not income, return of capital or otherwise, and all other distributions (whether similar or dissimilar to the foregoing) on or with respect to any Pledged Interests or other rights or interests constituting Pledged Collateral.

“Organizational Documents” means, with respect to any Person, its charter, certificate of incorporation, certificate or articles of incorporation, constitution, articles of association, bylaws, articles of organization, limited liability agreement, operating agreement, members agreement, shareholders agreement, partnership agreement, certificate of partnership, certificate of formation, voting trust agreement, or similar agreement or instrument governing the formation or operation of such Person.

“Pledged Collateral” is defined in Section 2.1 hereof.

“Pledged Interests” means all stock or other Equity Interests of each Pledged Interests Issuer owned by a Pledgor; all registrations, certificates, articles or agreements governing or representing any such interests; all options and other rights, contractual or otherwise, at any time existing with respect to such interests; and all distributions, cash, instruments and other property now or hereafter received, receivable or otherwise distributed in respect of or in exchange for any or all of such interests.

“Pledged Interests Issuer” means any Guarantor and each other entity in which Pledgor holds any Equity Interests. For the avoidance of doubt, as of the date hereof the sole Pledged Interests Issuer shall be Orbis.

“Secured Obligations” is defined in Section 2.2 hereof.

1.2 Credit Agreement Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Pledge Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

1.3 UCC Definitions. Unless otherwise defined herein or the context otherwise requires, terms for which meanings are provided in the UCC are used in this Pledge Agreement, including its preamble and recitals, with such meanings.

ARTICLE II PLEDGE

2.1 Grant of Security Interest. Pledgor hereby pledges, hypothecates, assigns, charges, mortgages, delivers and transfers to Administrative Agent for the benefit of the Secured Parties, and hereby grants to Administrative Agent a continuing security interest in all of Pledgor’s right, title and interest, whether now owned or hereafter arising or acquired, in and to the following property (the “Pledged Collateral”): (a) all Pledged Interests issued from time to time; (b) all other property hereafter delivered to Pledgor in substitution for or in addition to the Pledged Interests; (c) all Distributions, interest and other payments and rights with respect to the Pledged Interests; (d) all rights in any Organizational Documents of each Pledged Interests Issuer (including, without limitation, any voting and management rights arising thereunder or at law; *provided* that, so long as no Event of Default has occurred and is continuing, Pledgor shall retain all voting and

management rights arising under such Organizational Documents), all rights to profits, income, surplus, compensation, return of capital, distributions and other reimbursements and payments from each Pledged Interests Issuer (including upon dissolution) in respect of all stock, membership, partnership or other Equity Interests now owned or hereafter acquired by Pledgor in each Pledged Interests Issuer and in respect of Pledgor's accounts, general intangibles and other rights to payment or reimbursement now existing or hereafter acquired from each Pledged Interests Issuer existing or arising from loans, advances or other extensions of credit or services rendered by Pledgor to or for the account of each Pledged Interests Issuer; and (e) any and all proceeds of any of the foregoing.

2.2 Security for Obligations. This Pledge Agreement secures the indefeasible payment and performance in full of: (a) the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; (b) the due and punctual payment and performance by Pledgor of Pledgor's obligations and liabilities under, arising out of or in connection with this Pledge Agreement; and (c) all of any Obligors' obligations under the other Loan Documents, whether now or hereafter owing, howsoever created, arising or evidenced, whether direct or indirect, primary or secondary, fixed or absolute or contingent, joint or several, regardless of how evidenced or arising (all of the foregoing being hereinafter referred to collectively as the "Secured Obligations").

2.3 Delivery of Pledged Interests.

(a) All certificates or instruments, if any, representing or evidencing any Pledged Collateral, including all Pledged Interests, shall be delivered to and held by Administrative Agent pursuant hereto, shall be in suitable form for transfer by delivery, and shall be accompanied by all necessary endorsements or instruments of transfer or assignment, duly executed in blank.

(b) To the extent any of the Pledged Collateral constitutes a "certificated security" (as defined in Section 8-102(a)(4) of the UCC), an "uncertificated security" (as defined in Section 8-102(a)(18) of the UCC) or a "security entitlement" (as defined in Section 8-102(a)(17) of the UCC), Pledgor shall cause the issuer thereof or the securities intermediary thereof to take all actions necessary or as requested by Administrative Agent to obtain "control" (as defined in Section 8-106 of the UCC) over such Pledged Collateral.

2.4 Distributions on Pledged Interests.

(a) Except as limited by subsection (b), and unless an Event of Default has occurred and is continuing, any Distribution to be paid on any Pledged Interests that Borrower is permitted to make under the Credit Agreement may be paid directly to Pledgor, which Distribution shall be free and clear of the security interest granted to Administrative Agent for the benefit of the Secured Parties hereunder. If Pledgor receives any Distribution that Borrower is not permitted to make under the Credit Agreement, Pledgor shall hold such Distribution in trust for Administrative Agent and pay the amount of such Distribution to Administrative Agent promptly upon Administrative Agent's written demand. If any Event of Default has occurred and is continuing, then any Distribution or payment on any Pledged Interests shall be paid directly to Administrative Agent.

(b) In case any Distribution of capital stock shall be made on or in respect of the Pledged Interests or any property shall be distributed upon or with respect to the Pledged Interests pursuant to the recapitalization or reclassification of the capital stock of the issuer thereof or pursuant to the reorganization thereof, the property so distributed shall be promptly delivered to Administrative Agent for the benefit of the Secured Parties to be held by it as additional collateral security for the Secured Obligations. All capital stock or property so distributed in respect of the Pledged Interests which are received by Pledgor shall, until paid or delivered to Administrative Agent, be held by Pledgor in trust for the benefit of Administrative Agent as additional collateral security for the Secured Obligations.

2.5 Continuing Security Interest. This Pledge Agreement shall create a continuing security interest in the Pledged Collateral and shall: (a) remain in full force and effect until payment and satisfaction in full of the Secured Obligations (other than unasserted contingent indemnification obligations) ("Final Satisfaction"); (b) be binding upon each Pledgor and its successors, transferees and assigns; and (c) inure, together with the rights and remedies of Administrative Agent hereunder, to the benefit of Administrative Agent, the Secured Parties and their successors, transferees and assigns. Upon Final Satisfaction, the security interest granted herein shall automatically terminate and all rights to the Pledged Collateral shall revert to Pledgor. Upon any such payment and performance, termination or expiration, Administrative Agent will deliver to Pledgor, without any representations, warranties or recourse of any kind whatsoever, all certificates and instruments representing or evidencing all Pledged Interests, together with all other Pledged Collateral held by Administrative Agent hereunder, and, at Pledgor's sole expense, execute and deliver to Pledgor such documents as Pledgor shall reasonably request to evidence such termination.

2.6 Security Interest Absolute. All rights of Administrative Agent and the security interests granted to Administrative Agent for the benefit of the Secured Parties hereunder, and all obligations of Pledgor hereunder, shall be absolute and unconditional, irrespective of (a) any lack of validity or enforceability of the Credit Agreement or any other Loan Document; (b) the failure of Administrative Agent, the Secured Parties, or any other holder of the Notes (i) to assert any claim or demand or to enforce any right or remedy against Pledgor or any other Person under the provisions of the Credit Agreement, any other Loan Document or otherwise, or (ii) to exercise any right or remedy against any Guarantor of, or collateral securing, any Secured Obligations; (c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other extension, compromise or renewal of any Secured Obligation; (d) any reduction, limitation, impairment or termination of any Secured Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and Pledgor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Secured Obligations; (e) any amendment to, rescission, waiver or other modification of, or any consent to departure from, any of the terms of the Credit Agreement or any other Loan Document; (f) any addition, exchange, release, surrender or nonperfection of any collateral (including the Pledged Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Secured Obligations; or (g) any other circumstances which might otherwise constitute a defense available to, or a legal or equitable discharge of

Pledgor, any surety, or any Guarantor. Notwithstanding the foregoing, nothing herein shall constitute a waiver of any defense based on the gross negligence or willful misconduct of Administrative Agent or any Secured Party.

2.7 Waiver of Subrogation. Until Final Satisfaction, Pledgor hereby waives any claim or other rights which Pledgor may now or hereafter acquire against any other Person that arise from the existence, payment, performance or enforcement of Pledgor's obligations under this Pledge Agreement or any other Loan Document, including any right of subrogation, reimbursement, exoneration or indemnification, any right to participate in any claim or remedy of any Pledgor against any other Pledgor or any Person or any collateral (including, without limitation, the Pledged Collateral) which Administrative Agent and/or the Secured Parties now have or hereafter acquire, whether or not such claim, remedy or right arises in equity, or under contract, statute, or common law, including the right to take or receive from Pledgor or any other Person, directly or indirectly, in cash or other property or by setoff or in any manner, payment or security on account of such claim or other rights. If any amount shall be paid to Pledgor in violation of the preceding sentence and Final Satisfaction has not occurred, then such amount shall be deemed to have been paid to Pledgor for the benefit of, and held in trust for, Administrative Agent for the benefit of the Secured Parties and shall forthwith be paid to Administrative Agent to be credited and applied upon the Secured Obligations, whether matured or unmatured. Each Pledgor acknowledges that Pledgor will receive direct and indirect benefits from the financing arrangements contemplated by the Loan Documents and that the waiver set forth in this Section is knowingly made in contemplation of such benefits.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Each Pledgor represents and warrants unto Administrative Agent and the Secured Parties, as of the date of each pledge and delivery hereunder (including each pledge and delivery of Pledged Interests) by Pledgor to Administrative Agent of any Pledged Collateral, as follows:

3.1 Ownership, No Liens, Etc. Pledgor is the legal and beneficial owner of, and has good and valid title to (and has full right and authority to pledge and assign) the Pledged Collateral, free and clear of all Liens, security interests, options or other charges or encumbrances, except any Lien or security interest granted pursuant hereto in favor of Administrative Agent for the benefit of the Secured Parties and except as permitted by the Loan Documents.

3.2 Valid Security Interest. Upon filing of the financing statement with the applicable filing office in the jurisdiction in which the Pledgor is located (in accordance with Section 9-307 of the UCC), the security interest granted by the Pledgor to Administrative Agent in this Pledge Agreement will constitute a valid, perfected first priority security interest in the Pledged Collateral, enforceable against the Pledgor, all other creditors of the Pledgor or any persons purporting to purchase the Pledged Interests from the Pledgor.

3.3 As to Pledged Interests. The Pledged Interests constitute 100% of Pledgor's interest in each Pledged Interests Issuer, and, except as set forth on Exhibit A hereto, 100% of the total stock, membership, partnership and/or other Equity Interests in each Pledged Interests Issuer. The Pledged Interests are duly registered in the permanent ownership records of each Pledged Interests

Issuer maintained in the principal office of each such Pledged Interests Issuer. Such registration continues validly and genuinely and has not been altered. All Pledged Interests have been duly authorized and validly issued and registered, are fully paid and non-assessable, and were not issued in violation of the preemptive rights, if any, of any Person or of any agreement by which any Pledgor or any Pledged Interests Issuer is bound. All documentary, stamp or other taxes or fees owing in connection with the registration, issuance, transfer or pledge of Pledged Collateral have been paid. No restrictions or conditions exist with respect to the registration, transfer, voting or capital of any Pledged Interests, except as may exist generally under securities laws. Pledgor has no outstanding rights, rights to subscribe, options, warrants or convertible securities outstanding or any other rights outstanding whereby any Person would be entitled to acquire any stock, membership, partnership or other Equity Interests of any Pledged Interests Issuer. All requisite formalities for the granting of a security interest in the Pledged Interests required pursuant to the Organizational Documents of Pledged Interests Issuer have been complied with on or prior to the execution and delivery of this Pledge Agreement.

3.4 Authorization, Approval, Etc. No authorization, approval or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other Person is required (a) for the pledge by Pledgor of any Pledged Collateral pursuant to this Pledge Agreement or for the execution, delivery and performance of this Pledge Agreement by Pledgor; or (b) for the perfection of any collateral, or for the exercise by Administrative Agent of the voting or other rights provided for in this Pledge Agreement, or for the remedies in respect of the Pledged Collateral pursuant to this Pledge Agreement, except as may be required in connection with a disposition of such Pledged Interests by laws and regulations affecting the offering and sale of securities generally.

3.5 Delivery of Certificates. All stock, membership, partnership or other Equity Interests in each Pledged Interests Issuer that are represented by certificates have been delivered to Administrative Agent, together with transfer documents as required in this Pledge Agreement, and Pledgor hereby covenants and agrees that any certificates or instruments evidencing any stock, membership, partnership or other Equity Interests in each Pledged Interests Issuer hereafter received by Pledgor will be held in trust for Administrative Agent and promptly delivered to Administrative Agent.

3.6 Location, Name. Each Pledgor's exact legal name, state of formation, and place(s) of business (or, if it has more than one place of business, chief executive office) are as set forth on Exhibit A hereto. Each Pledgor's location within the meaning of Section 9-307 of the UCC is as set forth on Exhibit A hereto. No Pledgor is now, nor has been, known by any name other than as set forth on Exhibit A hereto. In the five years preceding the date of this Pledge Agreement, no Pledgor has been a party to or the surviving entity of (a) any consolidation with, or merger into, any other Person or (b) any acquisition (in a transaction analogous in purpose or effect to a consolidation or merger) of all or substantially all of the assets of any other Person.

3.7 Validity of Pledge Agreement. This Pledge Agreement is the legal, valid and binding obligation of each Pledgor, enforceable against each Pledgor in accordance with its terms, except as limited by applicable bankruptcy, moratorium, reorganization and other similar laws affecting the enforcement of creditors' rights generally.

3.8 No Conflict. The execution, delivery and performance of this Pledge Agreement will not violate any provision of any applicable Law or regulation or of any order, judgment, writ, award or decree of any court, arbitrator or governmental authority, domestic or foreign, or of the Organizational Documents of Pledgor or of any Pledged Interests Issuer or of any securities issued by Pledgor or any Pledged Interests Issuer or of any mortgage, indenture, lease, contract, or other agreement, instrument or undertaking to which Pledgor or any Pledged Interests Issuer is a party or which purports to be binding upon Pledgor or any Pledged Interests Issuer or upon any of their respective assets, and will not result in the creation or imposition of any Lien on or security interest in any of the assets of Pledgor or any Pledged Interests Issuer except as contemplated by this Pledge Agreement.

ARTICLE IV COVENANTS

4.1 Certain Covenants. Pledgor hereby covenants and agrees that, so long as any portion of the Secured Obligations shall remain outstanding Pledgor will perform the obligations set forth in this Article IV.

4.2 Protect Pledged Collateral; Further Assurances, Etc. No Pledgor will sell, assign (by operation of law or otherwise), transfer, pledge or encumber in any other manner or otherwise dispose of the Pledged Collateral other than Permitted Liens. Each Pledgor will warrant and defend the right and title herein granted to Administrative Agent in and to the Pledged Collateral (and all right, title and interest represented by the Pledged Collateral) against the claims and demands of all Persons whomsoever. Each Pledgor agrees that at any time, and from time to time, at the expense of Pledgor, Pledgor will promptly execute and deliver all further instruments, and take all further action, that may be reasonably necessary, or that Administrative Agent may request in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral. Pledgor agrees that it will not permit any Pledged Interests Issuer or vote its interest in any Pledged Interests in a way that allows any such Pledged Interests Issuer, except as permitted by Section 4.5(a) hereof, to make any amendments to the Organizational Documents of such Pledged Interests Issuer, without the prior written consent of Administrative Agent, which such consent shall not be unreasonably withheld, conditioned, or delayed; *provided* that no such consent shall be required for purely administrative or immaterial amendments that do not adversely affect the Administrative Agent's or any Secured Parties' rights hereunder. Pledgor agrees that, upon the acquisition after the date hereof by Pledgor of any Pledged Collateral, with respect to which the security interest granted hereunder is not perfected automatically upon such acquisition, Pledgor will take such actions with respect to such Pledged Collateral or any part thereof as required by the Loan Documents.

4.3 Certificates, Etc.

(a) Each Pledgor agrees that all certificates or other instruments evidencing Pledged Interests delivered by Pledgor pursuant to this Pledge Agreement will be accompanied by duly executed, undated, and blank transfer powers, in substantially the form attached hereto as Exhibit B, or other equivalent instruments of transfer reasonably acceptable to Administrative Agent in its discretion from time to time. Pledgor will, from

time to time upon the written request of Administrative Agent, promptly deliver to Administrative Agent duly executed, undated, and blank transfer powers in substantially the form attached hereto as Exhibit B, instruments, and similar documents, in form and substance reasonably satisfactory to Administrative Agent, with respect to the Pledged Collateral as Administrative Agent may request in writing and will, from time to time upon the written request of Administrative Agent after the occurrence and during the continuance of any Event of Default, promptly transfer any Pledged Interests into the name of any nominee designated by Administrative Agent.

(b) Each Pledgor agrees that (i) Administrative Agent may notify any Pledged Interests Issuer of any Pledged Interests of the existence of this Pledge Agreement by having such Pledged Interests Issuer acknowledge the Notice of Pledge Agreement attached hereto as Exhibit C immediately after the execution and delivery of this Pledge Agreement and (ii) it will keep, at its address set forth in the Credit Agreement pursuant to Section 7.3 hereof or such other address as Pledgor shall designate in writing to Administrative Agent from time to time, all of its records concerning the Pledged Collateral, which records will be of such character as will enable Administrative Agent or its designees to determine at any time the status thereof.

4.4 Continuous Pledge. Subject to Section 2.4 hereof, each Pledgor will, at all times, keep pledged to Administrative Agent pursuant hereto all Pledged Interests and all other Pledged Collateral, all Distributions with respect thereto, and all other Pledged Collateral and other securities, instruments, proceeds, and rights from time to time received by or distributable to Pledgor in respect of any Pledged Collateral, free and clear of all Liens, security interests, options or other charges or encumbrances, except any Lien or security interest granted pursuant hereto in favor of Administrative Agent for the benefit of the Secured Parties and except as permitted by the Loan Documents (including, without limitation, as permitted by Section 2.4 of this Pledge Agreement).

4.5 Voting Rights; Distributions, Etc. Each Pledgor agrees:

(a) if any Event of Default shall have occurred and is continuing, promptly upon receipt of notice thereof by Pledgor upon the written request of Administrative Agent, to deliver (properly endorsed where required hereby or requested by Administrative Agent) to Administrative Agent all Distributions received after the applicable Event of Default has occurred, all interest, all principal, all other cash payments and all proceeds of the Pledged Collateral, all of which shall be held by Administrative Agent as additional Pledged Collateral for use in accordance with Section 6.2 hereof; and

(b) if any Event of Default shall have occurred and is continuing and Administrative Agent has notified Pledgor of Administrative Agent's intention to exercise its voting power under this Section 4.5, (i) Administrative Agent may exercise (to the exclusion of Pledgor) the voting power and all other incidental rights of ownership with respect to any Pledged Interests or other shares of capital stock constituting Pledged Collateral, and Pledgor hereby grants Administrative Agent an irrevocable proxy, exercisable under such circumstances, to vote the Pledged Interests and such other Pledged Collateral, and (ii) promptly to deliver to Administrative Agent such additional proxies and

other documents as may be necessary to allow Administrative Agent to exercise such voting power and other incidental rights.

All Distributions, interest, principal, cash payments and proceeds which may at any time and from time to time be held by Pledgor but which Pledgor is then obligated to deliver to Administrative Agent pursuant to Section 4.5(a), shall, until delivery to Administrative Agent, be held by such Pledgor separate and apart from its other property in trust for Administrative Agent. Notwithstanding anything to the contrary set forth in Section 4.5(b), Administrative Agent agrees that unless an Event of Default shall have occurred and is continuing and Administrative Agent shall have given the notice referred to in Section 4.5(b) above, Pledgor shall have the exclusive right to vote and exercise all other incidental rights of ownership with respect to all of the Pledged Interests, and Administrative Agent shall, upon the written request of Pledgor, promptly deliver such proxies and other documents, if any, as shall be reasonably requested by Pledgor which are necessary to allow Pledgor to exercise such voting power and incidental rights; *provided, however*, that no vote shall be cast, or consent, waiver, or ratification given, or action taken by Pledgor that would cause a Potential Default or an Event of Default, impair any Pledged Collateral (other than Permitted Liens) or violate any provision of the Credit Agreement or any other Loan Document (including this Pledge Agreement).

4.6 Status of Pledged Interests. The registration of the Pledged Interests on the permanent ownership records of each Pledged Interests Issuer shall at all times be valid and genuine and shall not be altered. The Pledged Interests at all times shall be duly authorized, validly registered, fully paid and nonassessable, and shall not be registered in violation of the Organizational Documents of Pledged Interests Issuer or the preemptive rights of any Person, if any, or of any agreement by which Pledgor or any Pledged Interests Issuer is bound.

4.7 Additional Undertakings. Pledgor will not, without the prior written consent of Administrative Agent:

(a) enter into any agreement amending, supplementing or waiving any provision of any Pledged Interests (including any Organizational Documents or regulations to which such Pledged Interests relate) or compromising or releasing or extending the time for payment of any obligation in favor of the Pledged Interests by the maker of such obligation;

(b) take or omit to take any action the taking or the omission of which would result in any impairment or alteration of (i) any obligation in favor of any Pledged Interests constituting Pledged Collateral or (ii) any other instrument constituting Pledged Collateral;

(c) cause or permit any change to be made in its name, identity, corporate structure or state of incorporation or formation, or any change to be made to a jurisdiction other than as represented in (i) the location of any Pledged Collateral, (ii) the location of any records concerning any Pledged Collateral or (iii) the location of its place of business (or, if it has more than one place of business, its chief executive office), unless Pledgor shall have notified Administrative Agent of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action, if any, reasonably

required by Administrative Agent for the purpose of further perfecting or protecting the security interest in favor of Administrative Agent in the Pledged Collateral;

(d) permit the issuance of (i) any additional stock, membership, partnership or other Equity Interests or units of any class of additional stock, membership, partnership or other Equity Interests or units of any Pledged Interests Issuer (unless immediately upon such issuance the same are pledged and delivered to Administrative Agent pursuant to the terms hereof), (ii) any securities convertible voluntarily by the holder thereof or automatically upon the occurrence or nonoccurrence of any event or condition into, or exchangeable for, any additional stock, membership, partnership or other Equity Interests or units of any Pledged Interests Issuer (unless immediately upon such issuance the same are pledged and delivered to Administrative Agent pursuant to the terms hereof) or (iii) any warrants, options, contracts or other commitments entitling any Person to purchase or otherwise acquire any such interests or units; or

(e) enter into any agreement creating, or otherwise permit to exist, any restriction or condition upon the transfer, voting or control of any Pledged Interests, except as contained in the Organizational Documents in effect as of the date hereof and restrictions on transfers imposed by federal and state securities laws.

Pledgor shall provide, or cause the relevant Pledged Interests Issuer to provide, Administrative Agent with a copy of any amendment or supplement to, or modification or waiver of, any term or provision of any of Organizational Documents of such Pledged Interests Issuer; *provided* that Pledgor shall not enter into any such amendment, supplement, modification or waiver other than any amendment, modification, supplement or waiver which could not reasonably be expected to result in a Material Adverse Change.

4.8 Filings. Pledgor hereby authorizes Administrative Agent to file UCC financing statements, continuations and amendments and other similar documents with respect to the Pledged Collateral without Pledgor's signature (to the extent permitted by applicable Law).

ARTICLE V ADMINISTRATIVE AGENT

5.1 Administrative Agent Appointed Attorney-in-Fact. Each Pledgor hereby appoints Administrative Agent as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may reasonably deem necessary or advisable to accomplish the purposes of this Pledge Agreement, including, without limitation: (a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Pledged Collateral; (b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above; (c) to file any claims or take any action or institute any proceedings which Administrative Agent may deem necessary or advisable for the collection of any of the Pledged Collateral or otherwise to enforce the rights of Administrative Agent with respect to any of the Pledged Collateral; and (d) to perform the affirmative obligations of Pledgor hereunder (including all obligations of Pledgor under

Section 4.7 hereof); *provided* that, such appointment and proxy shall be effective, automatically and without the necessity of any action by any other Person, after the occurrence and during the continuance of an Event of Default and such proxy and appointment shall only terminate upon Final Satisfaction. Subject to the terms hereof, Pledgor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section 5.1 is irrevocable and coupled with an interest.

5.2 Administrative Agent May Perform. If Pledgor fails to perform any agreement contained herein, after giving effect to applicable grace periods, if any, or if any Pledgor has failed to perform any such agreement herein within five (5) Business Days of written notice thereof from Administrative Agent, then Administrative Agent may itself perform, or cause performance of, such agreement, and the expenses of Administrative Agent incurred in connection therewith shall be payable by Pledgor pursuant to Section 6.4 hereof, and Administrative Agent may from time to time take any other action which Administrative Agent reasonably deems necessary for the maintenance, preservation or protection of any of the Pledged Collateral or of its security interest therein.

5.3 Administrative Agent Has No Duty. The powers conferred on Administrative Agent hereunder are solely to protect its interest in the Pledged Collateral and shall not impose any duty on it to exercise any such powers. Administrative Agent shall have no duty as to any Pledged Collateral or responsibility for (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Pledged Collateral, whether or not Administrative Agent has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Pledged Collateral. Administrative Agent shall not be liable for failure to collect or realize upon the Obligations or any collateral security or guaranty therefor, or any part thereof, or for any delay in so doing, nor shall Administrative Agent be under any obligation to take any action whatsoever with regard thereto.

ARTICLE VI REMEDIES

6.1 Certain Remedies. If any Event of Default shall have occurred and is continuing:

(a) Administrative Agent may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Pledged Collateral) and also may, without notice except as specified below or, as required to be provided by the UCC, sell the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any of Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Administrative Agent may deem commercially reasonable. Pledgor agrees that, to the extent notice of sale shall be required by law, ten (10) days' prior written notice to Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Administrative Agent shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. Administrative Agent may adjourn any public or private sale from time to time by

announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Administrative Agent may (i) transfer all or any part of the Pledged Collateral into the name of Administrative Agent or its nominee, with or without disclosing that such Pledged Collateral is subject to the lien and security interest hereunder; (ii) notify the parties obligated on any of the Pledged Collateral to make payment to Administrative Agent of any amount due or to become due thereunder; (iii) enforce collection of any of the Pledged Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto; (iv) endorse any checks, drafts or other writings in Pledgor's name to allow collection of the Pledged Collateral; (v) take control of any proceeds of the Pledged Collateral; and (vi) execute (in the name, place and stead of Pledgor) endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Pledged Collateral.

6.2 Compliance With Restrictions. Pledgor agrees that in any sale of any of the Pledged Collateral whenever an Event of Default shall have occurred and is continuing, Administrative Agent is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable Law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Pledged Collateral), or in order to obtain any required approval of the sale or of the purchaser by any Official Body, and Pledgor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall Administrative Agent be liable nor accountable to Pledgor for any discount allowed by the reason of the fact that such Pledged Collateral is sold in compliance with any such limitation or restriction.

6.3 Application of Proceeds. All cash proceeds received by Administrative Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Pledged Collateral shall be applied (after payment of any amounts payable to Administrative Agent pursuant to the Loan Documents or Section 6.4 hereof) in whole or in part by Administrative Agent against all or any part of the Secured Obligations in the following order:

(a) *First*, to the payment and satisfaction of all costs and expenses, including, without limitation, out-of-pocket expenses, reasonable attorneys' fees, and disbursements incurred by Administrative Agent and the Secured Parties in the enforcement and administration of this Pledge Agreement and of any of the other Loan Documents;

(b) *Second*, to the payment and satisfaction of all the other Secured Obligations consisting of costs, expenses, interest or fees; and

(c) *Third*, to the payment and satisfaction of all other Secured Obligations.

Any surplus of such cash or cash proceeds held by Administrative Agent remaining after Final Satisfaction shall be paid over to Pledgor or to whomsoever may be lawfully entitled to receive such surplus.

6.4 Expenses; Taxes. Upon demand, Pledgor will pay to Administrative Agent the amount of any and all reasonable and documented out-of-pocket expenses, including the reasonable and documented fees and disbursements of its counsel and of any experts and agents (but specifically excluding all fees and time charges and disbursements for attorneys who may be employees of Administrative Agent), which Administrative Agent and any local counsel may incur in connection herewith, including, without limitation, (a) the administration of this Pledge Agreement, the Credit Agreement and each other Loan Document; (b) the custody, preservation, use or operation of, or sale of, collection from or other realization upon, any of the Pledged Collateral; (c) the exercise or enforcement of any of the rights of Administrative Agent and the Secured Parties hereunder; or (d) the failure by Pledgor to perform or observe any of the provisions hereof. Pledgor will, upon written demand, pay to Administrative Agent any taxes (excluding income taxes, franchise taxes or other taxes levied on gross earnings, profits or the like of the Secured Parties and any other Excluded Taxes) payable or ruled payable by any Official Body in respect of this Pledge Agreement, together with interest and penalties, if any.

6.5 Warranties. In any sale conducted pursuant hereto, Administrative Agent may sell the Pledged Collateral without giving any warranties or representations as to the Pledged Collateral. Administrative Agent may disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Pledged Collateral.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Loan Document. This Pledge Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

7.2 Amendments, Etc. No amendment to, or waiver of, any provision of this Pledge Agreement nor consent to any departure by Pledgor herefrom shall in any event be effective unless the same shall be in writing and signed by Administrative Agent and any Pledgor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

7.3 Notices. All notices and other communications provided to any party hereto shall be provided in accordance with Section 11.5 of the Credit Agreement.

7.4 Headings. The various headings of this Pledge Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Pledge Agreement or any provisions hereof.

7.5 Applicable Credit Agreement Provisions. All provisions of Article 11 of the Credit Agreement apply to this Pledge Agreement, the same as if such provisions were set forth in full in this Pledge Agreement, *mutatis mutandis*.

7.6 No Oral Agreements. THIS PLEDGE AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES HERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

7.7 Survival of Representations. All representations and warranties of each Pledgor contained in this Pledge Agreement shall survive the execution and delivery of this Pledge Agreement.

7.8 Filing as a Financing Statement. At the option of Administrative Agent, this Pledge Agreement, or a carbon, photographic or other reproduction of this Pledge Agreement or of any UCC financing statement, continuations and amendments thereto, covering all of the Pledged Collateral or any portion thereof shall be sufficient as a UCC financing statement and may be filed as such without the signature of Pledgor where and to the full extent permitted by applicable Law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto have caused this Pledge Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the date first above written.

PLEDGOR:

GRAND CANYON EDUCATION, INC., a
Delaware corporation

By: /s/ Lori Browning
Name: Lori Browning
Title: Interim Chief Financial Officer

ORBIS EDUCATION SERVICES, LLC, a
Delaware limited liability company

By: /s/ Lori Browning
Name: Lori Browning
Title: Interim Chief Financial Officer

Signature Page to Pledge Agreement

ADMINISTRATIVE AGENT:

**ZIONS BANCORPORATION, N.A. dba
NATIONAL BANK OF ARIZONA**

By: /s/ Jeffrey Byers
Name: Jeffrey Byers
Title: Senior Vice President

Signature Page to Pledge Agreement

EXHIBIT A

PLEDGOR INFORMATION

<u>Name of Pledgor</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization/Formation</u>	<u>Principal Place of Business</u>
Grand Canyon Education, Inc.	Corporation	Delaware	2600 W. Camelback Rd Phoenix, Arizona, Maricopa 85017
Orbis Education Services, LLC	Limited Liability Company	Delaware	2600 W. Camelback Rd Phoenix, Arizona, Maricopa 85017

EXHIBIT B

FORM OF TRANSFER POWER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ (“Transferee”) _____ interests in _____, a/an _____ (the “Pledged Interests Issuer”), represented by the attached Certificate No. _____ herewith and do hereby irrevocably constitute and appoint Transferee as attorney to transfer the said additional stock, membership, partnership or other Equity Interests or units on the books of the Pledged Interests Issuer with full power of substitution in the premises.

Dated: [_____, 20__]

PLEDGOR:

Printed Name: _____

IN PRESENCE OF:

EXHIBIT C

FORM OF NOTICE OF PLEDGE AGREEMENT

TO: Grand Canyon Education, Inc.
Orbis Education Services, LLC
2600 W. Camelback Rd.
Phoenix, Arizona 85017

Notice is hereby given that, pursuant to a Pledge Agreement dated as of September 28, 2026 (the "Pledge Agreement"), among **GRAND CANYON EDUCATION, INC.**, a Delaware corporation ("Borrower"), **ORBIS EDUCATION SERVICES, LLC**, a Delaware limited liability company ("Orbis" and, together with each additional Person executed a Guarantor Joinder (as defined in the Credit Agreement) in form and substance acceptable to Administrative Agent, individually and collectively, "Guarantor", and, together with Borrower and each additional Guarantor acceptable to Administrative Agent, individually and collectively, "Pledgor") and **ZIONS BANCORPORATION, N.A. dba NATIONAL BANK OF ARIZONA**, for the benefit of the Secured Parties (as defined in the Pledge Agreement) (together with its successors and assigns, "Administrative Agent"), Pledgor has pledged and assigned to Administrative Agent, and granted to Administrative Agent for the benefit of the Secured Parties a continuing security interest in, all right, title and interest of Pledgor, whether now existing or hereafter arising or acquired, in, to and under the membership interests (the "Pledged Interests") of Orbis ("Pledged Interests Issuer"), including, without limitation:

Pledgor's rights, now existing or hereafter arising or acquired, to receive from time to time its share of profits, income, surplus, compensation, return of capital, distributions and other reimbursements and payments from any Pledged Interests Issuer (including, without limitation, specific properties of the Pledged Interests Issuer upon dissolution and otherwise), in respect of any and all of the following:

- (1) All stock, membership, partnership or other Equity Interests or units now owned or hereafter acquired by Pledgor in any Pledged Interests Issuer as a result of exchange offers, direct investments or contributions or otherwise;
- (2) Pledgor's accounts, general intangibles and other rights to payment or reimbursement, now existing or hereafter arising or acquired, from any Pledged Interests Issuer, existing or arising from loans, advances or other extensions of credit by Pledgor from time to time to or for the account of the Pledged Interests Issuer, or from services rendered by Pledgor from time to time to or for the account of the Pledged Interests Issuer; and
- (3) The proceeds of and from any and all of the foregoing.

Pursuant to and subject to the terms of the Pledge Agreement, the Pledged Interests Issuers are hereby authorized and directed to (a) register Pledgor's pledge to Administrative Agent of Pledgor's stock, membership, partnership or other Equity Interests or units on the Pledged Interests Issuers' books; (b) to make direct payment to Administrative Agent of any amounts due or to

become due to Pledgor under the Pledged Interests, if so notified by Administrative Agent in accordance with the Pledge Agreement; and (c) permit Administrative Agent to exercise (to the exclusion of Pledgor) the voting power and all other incidental rights of ownership with respect to such stock, membership, partnership or other Equity Interests or units in accordance with the terms of the Pledge Agreement.

Administrative Agent hereby requests the Pledged Interests Issuers to indicate the Pledged Interests Issuers' acceptance of this Notice and consent to and confirmation of its terms and provisions by signing a copy hereof and returning the same to Administrative Agent.

Dated: _____, 20[].

[SIGNATURE PAGES FOLLOW]

DATED as of the date first above written.

**ZIONS BANCORPORATION, N.A. dba
NATIONAL BANK OF ARIZONA**

By:_____

Name: Jeffrey Byers

Title: Senior Vice President Address for Notices:

National Bank of Arizona

6001 N. 24th Street

Phoenix, Arizona 85016

Attention: Jeff Byers

ACKNOWLEDGMENT OF PLEDGED INTERESTS ISSUER[S] [AND CO-MEMBERS]

The undersigned Pledged Interests Issuer[s] [and Co-Members], hereby: (a) acknowledge and consent to the assignment by [] (individually and collectively, together with each additional Person who executes a joinder to the Pledge Agreement in form and substance acceptable to Administrative Agent, "Pledgor") of Pledgor's right, title and interest in, to and under 100% of Pledgor's membership interests in the Pledged Interests Issuer[s] (the "Pledged Interests"), pursuant to the terms of the Pledge Agreement dated as of September 28, 2026 (the "Pledge Agreement"), by and between Pledgor, each of the undersigned, and **ZIONS BANCORPORATION, N.A. dba NATIONAL BANK OF ARIZONA**, for the benefit of the other Secured Parties (as defined in the Pledge Agreement) (together with its successors and assigns, "Administrative Agent"); (b) confirm that such Pledged Interests Issuer [and/or Co-Member] has reviewed the Pledge Agreement; (c) [with respect to each Pledged Interests Issuer,] upon notice from Administrative Agent, agrees to make direct payment to Administrative Agent of any amounts due or to become due to Pledgor under the Pledged Interests in accordance with the Pledge Agreement; (d) upon exercise of its remedies under the Pledge Agreement, agrees to recognize Administrative Agent (to the exclusion of Pledgor) as the sole Person entitled to exercise the voting power and all other incidental rights of ownership with respect to such stock, membership, partnership or other Equity Interests or units in accordance with the terms of the Pledge Agreement and waives any right to be provided at any time hereafter with a copy of the Pledge Agreement, any other Loan Document or any other instrument in connection with any exercise by Administrative Agent (or its agent or nominee) of voting or other consensual rights in respect of the Pledged Interest or any registration of any of the Pledged Interests in the name of Administrative Agent (or its agent or nominee); (e) agrees to comply with instructions provided by Administrative Agent without further consent by Pledgor; (f) agrees to record in its records the Pledged Interests in favor of Administrative Agent; (g) agrees not to take any action to cause any partnership interests or membership interest comprising the Pledged Interests to be or become a "security" within the meaning of, or to be governed by, Article 8 (Investment Securities) of the UCC as in effect under the laws of any state having jurisdiction, except in each case for Pledged Interests that is under the "control" of Administrative Agent pursuant to Article 8 of the UCC; (h) agrees not to "opt in" or to take any other action seeking to establish any partnership interest or membership interest comprising the Pledged Interests as a "security" and not to certificate any membership interest comprising the Pledged Interests, except in each case for such Pledged Interest that is under the "control" of Administrative Agent pursuant to Article 8 of the UCC and (i) to the extent that such Pledged Interests Issuer has caused any membership interest or partnership interest comprising the Pledged Interests to be or become a "security" within the meaning of, or to be governed by Article 8 of the UCC as in effect under the laws of any state having jurisdiction, Pledged Interests Issuer shall take all actions necessary or required by Administrative Agent to perfect Administrative Agent's security interest in such Pledged Interests and shall not "opt out" or otherwise cause any such Pledged Interests to cease to be a "security" within the meaning of Article 8 of the UCC of the applicable jurisdiction.

Dated: _____, 20[].

[SIGNATURE PAGE FOLLOWS]

DATED as of the date first above written.

PLEDGED INTERESTS ISSUER[S]:

[]

By: _____

Name: _____

Title: _____]

]

Signature Page to Acknowledgment of Pledge Agreement
