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): November 14, 2023

EDGIO, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-33508**	**20-1677033**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

11811 North Tatum Blvd., Suite 3031	
Phoenix, AZ	**85028**
(Address of principal executive offices)	**(zip code)**

Registrant's telephone number, including area code: (602) 850-5000

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, $0.001 par value per share	EGIO	Nasdaq Capital Market

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))

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

Emerging Growth Company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

New Senior Secured Convertible Notes

On November 14, 2023, Edgio, Inc. (the "Company" or "we") entered into a private exchange with Lynrock Lake Master Fund LP ("Lynrock"), holding an aggregate of $118,870,000 in principal amount of the Company's outstanding 3.50% Convertible Senior Notes due 2025 (the "Existing Notes"). In exchange for Lynrock's Existing Notes, the Company issued Lynrock $118,870,000 in aggregate principal amount at maturity of the Company's new (3.5% cash / 16% PIK) Senior Secured Convertible Notes due 2027 (the "New Notes").

The New Notes will be secured by first priority security interests in substantially all of the assets of the Company (the "Collateral") and will be guaranteed by all existing and future wholly-owned domestic subsidiaries (collectively, the "Guarantors").

The New Notes will be issued pursuant to an indenture dated November 14, 2023, among the Company, as issuer, the Guarantors, and U.S. Bank National Association, as trustee (the "Indenture").

If approved by shareholders (as described further below), the New Notes will be convertible at certain times into common shares of the Company at an initial conversion rate of 684.93 common shares of the Company per $1,000 principal amount of New Notes (equivalent to an initial conversion price of approximately $1.46 per common share of the Company) subject to anti-dilution provisions and a beneficial ownership limitation of the Company's common stock, on a post-conversion basis of 4.99%. Certain requirements govern settlement of the New Notes upon conversion, which are outlined below.

The Indenture includes customary covenants and sets forth certain events of default after which the New Notes may be declared immediately due and payable and sets forth certain types of bankruptcy or insolvency events of default involving us after which the New Notes become automatically due and payable.

The New Notes have a stated maturity of November 14, 2027, unless earlier converted, redeemed or repurchased in accordance with their terms prior to the maturity date. Interest is payable quarterly in arrears on February 14, May 14, August 14 and November 14 of each year, beginning on February 14, 2024. The holders of the New Notes may convert all or any portion of their New Notes at their option at any time and from time to time (i) after the earlier of (x) the Shareholder Approvals and (y) January 26, 2024, so long as the Conversion Prohibition Right (as defined below) is not validly in effect and (ii) in any event only in the following circumstances:

(1) during any calendar quarter (and only during such calendar quarter), if the last reported sale price per share of our common stock exceeds 130% of the conversion price of $1.46 for each of at least 20 trading days, whether or not consecutive, during the 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter;

(2) during the five consecutive business days immediately after any ten consecutive trading day period (such ten consecutive trading day period, the measurement period) in which the trading price per $1 principal amount of New Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price per share of our common stock on such trading day and the conversion rate on such trading day;

(3) upon the occurrence of certain corporate events or distributions of our common stock; and

(4) if the Company calls such New Notes for redemption.

Upon conversion, subject to the Shareholder Approvals (as defined below), the Company will be able to satisfy its conversion obligation by paying or delivering, as applicable, cash, shares of common stock or a combination of cash and shares of common stock, at our election, in the manner and subject to the terms and conditions provided in the Indenture. Settlement of the Company's conversion obligation by payment or delivery of shares of common stock or a combination of cash and shares of common stock shall not be permitted if the Shareholder Approvals are not obtained. If such Shareholder Approvals and authorization of sufficient shares to satisfy conversions are not obtained on or prior to January 26, 2024, so long as no Event of Default (as defined in the Indenture) is continuing, the Company may, following an amendment to the Indenture as provided in the private exchange agreement, on or after January 26, 2024, by written notice to the trustee and noteholders, except as permitted by Section 5.01(c) in the Indenture, in its sole discretion prohibit conversions and reject any conversion request until the date that is the earlier of (x) two years after November 14, 2023 and (y) the date that the Shareholder Approvals are obtained (the "Conversion Prohibition Right"); *provided* that on the earlier of (x) two years after November 14, 2023 and (y) the date that Shareholder Approvals are obtained, the Conversion Prohibition Right shall cease to apply.

The initial conversion price of the New Notes represents a premium of approximately 124.62% over the last reported sale price of our common stock on The Nasdaq Capital Market of $0.65 per share on November 13, 2023. The conversion rate is subject to adjustment under certain circumstances in accordance with the terms of the New Indenture. In addition, following certain corporate events that occur prior to the maturity date or if we deliver a notice of redemption, we will increase the conversion rate in certain circumstances for a holder who elects to convert its New Notes in connection with such a corporate event or convert its New Notes called (or deemed called) for redemption in connection with such notice of redemption.

On or after the date that is 96 days after the issue date of the New Notes and on or before the tenth (10^{th}) business day thereafter, the Company may, at its election, redeem all (but not less than all) of the New Notes for a cash purchase price equal to 100% of the principal amount, plus any accrued and unpaid interest to and including the redemption date. The Company may not repurchase or otherwise retire the New Notes unless the Company simultaneously repays all the loans under the Credit Agreement (as defined below). If the Company exercises its right to redeem the New Notes, then the sending of a redemption notice with respect to New Notes called for redemption constitutes a make-whole fundamental change that triggers a holder's right to convert in respect of a conversion amount that would include a make-whole amount. No sinking fund is provided for the New Notes, which means that we are not required to redeem or retire the New Notes periodically.

If we undergo a fundamental change (as defined in the Indenture), holders may require us to repurchase for cash all or any portion of their New Notes at a fundamental change repurchase price equal to 100% of the principal amount of the Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date, plus the fundamental change repurchase premium, which is the arithmetic sum of all required and unpaid interest payments that would be due on the New Notes through the maturity date, as calculated by the Company or its agent.

A copy of the Indenture is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing description of the Indenture does not purport to be complete and is qualified in its entirety by reference to such exhibit.

Senior Secured Credit Agreement

On November 14, 2023, the Company entered into a credit agreement that provides a senior secured term loan credit facility (the "Credit Agreement") with Lynrock Lake Master Fund LP. The Credit Agreement is secured by a first priority lien on substantially all assets of the Company and its domestic subsidiaries, ranks *pari passu* with the New Notes and provides for term loans in the aggregate principal amount of $79,472,175.22 at an interest rate of 3.5% cash / 16% PIK, payable quarterly and is guaranteed by each of its domestic subsidiaries. The maturity date of the Credit Agreement is November 14, 2027. A portion of the proceeds is expected to be used to repurchase the remaining outstanding amount of Existing Notes.

In connection with the Credit Agreement, the Company will be required to comply with certain financial covenants. These covenants include (i) a maximum total net leverage ratio, (ii) a minimum fixed charge coverage ratio, (iii) a minimum adjusted quick ratio, and (iv) a minimum qualified cash covenant.

The senior secured term loan may be prepaid in full with the New Notes (but only all of both instruments together) starting on the 91st day after settlement of the senior secured term loan and New Notes and ending ten business days thereafter. The repurchase price for the senior secured term loan will be 106% of the principal amount plus accrued interest. After November 14, 2024, the Company may repay a portion of the senior secured term loan at par plus accrued interest plus all future scheduled payments of interest to maturity, however, prior to November 14, 2024, the senior secured term loan may not be voluntarily prepaid except as described in the first sentence of this paragraph.

A copy of the Credit Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing description of the Credit Agreement does not purport to be complete and is qualified in its entirety by reference to such exhibit.

The representations, warranties and covenants contained in the Credit Agreement were made only for purposes of the Credit Agreement and as of the specific date (or dates) set forth therein, and were solely for the benefit of the parties to the Credit Agreement and are subject to certain limitations as agreed upon by the contracting parties. In addition, the representations, warranties and covenants contained in the Credit Agreement may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries of the Credit Agreement and should not rely on the representations, warranties and covenants contained therein, or any descriptions thereof, as characterizations of the actual state of facts or conditions of the Company. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Credit Agreement, which subsequent developments may not be fully reflected in the Company's public disclosure.

The Exchange Agreement

Pursuant to the terms of the agreement governing the private exchange, the Company will implement certain corporate governance and capital management changes. These include the following:

(a) reduce the number of directors on its Board of Directors (the "Board") to five directors;

(b) appoint two new, independent directors to the Board who are reasonably acceptable to the Company and Lynrock ("New Directors");

(c) to seek to convene a special meeting of the Company's shareholders to seek to obtain the votes of the requisite percentage of shareholders required pursuant to the Company's charter and constitutional documents and the rules of the Nasdaq Stock Market, as applicable, to (A) amend the certificate of incorporation to provide for a reverse stock split, authorization of additional shares of common stock and; (B) approve the conversion features of the New Notes and; (C) approve the issuance of the Warrants, as described below, to Lynrock; and (D) vote to elect the New Directors and to require that specified actions, such as bankruptcy filings, M&A, and financings must have the unanimous support of the New Directors in order for the Board to approve the event (collectively, the "Shareholder Approvals");

(d) enter into support agreements with College Top Holdings, Inc. and use reasonable best efforts to enter into additional support agreements with other directors and officers to support all of the matters for which the Company seeks the Shareholder Approvals.

In the event that the Shareholder Approvals are obtained with respect to the issuance of warrants to Lynrock, the Company will issue to Lynrock warrants to purchase shares of common stock of the Company, representing 19.99% of fully diluted shares outstanding (after giving effect to shares subject to such warrant) at the time of issuance of the warrant, at an exercise price of $0.001 (the "Warrants"). The Warrants expire on the tenth anniversary of the date of issuance of the Warrants. The number of shares subject to the Warrants is subject to customary anti-dilution adjustments.

A copy of the Exchange Agreement is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing description of the Exchange Agreement does not purport to be complete and is qualified in its entirety by reference to such exhibit.

The representations, warranties and covenants contained in the Exchange Agreement were made only for purposes of the Exchange Agreement and as of the specific date (or dates) set forth therein, and were solely for the benefit of the parties to the Exchange Agreement and are subject to certain limitations as agreed upon by the contracting parties. In addition, the representations, warranties and covenants contained in the Exchange Agreement may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries of the Exchange Agreement and should not rely on the representations, warranties and covenants contained therein, or any descriptions thereof, as characterizations of the actual state of facts or conditions of the Company. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Exchange Agreement, which subsequent developments may not be fully reflected in the Company's public disclosure.

Item 2.02 Results of Operations and Financial Condition

On November 14, 2023, the Company issued a press release regarding its financial results for the third quarter ended September 30, 2023 and certain other information. The full text of this press release is furnished herewith as Exhibit 99.1.

The information in this Form 8-K and the Exhibit attached hereto shall not be deemed "filed" for purposes of Section 18 of the Securities Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section, or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

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

The information set forth in Item 1.01, regarding the Senior Secured Convertible Notes and the Senior Secured Credit Agreement, of this Current Report on Form 8-K is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01, regarding the Senior Secured Convertible Notes and the Warrants, of this Current Report on Form 8-K is incorporated herein by reference.

Item 8.01 Other Events.

On November 14, 2023, the Company issued a press release announcing the transactions described in this Current Report on Form 8-K. The press release is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

The press release attached hereto as Exhibit 99.1, as referenced above, announced that the Annual Meeting will be rescheduled.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
4.1	Indenture between Edgio, Inc. and its subsidiary guarantors and U.S. Bank Trust Company, National Association dated November 14, 2023 (furnished herewith).
10.1	Credit Agreement between Edgio, Inc. and Lynrock Lake Master Fund LP dated November 14, 2023 (furnished herewith).
10.2	Exchange Agreement between Edgio, Inc. and Lynrock Lake Master Fund LP dated November 14, 2023 (furnished herewith).
99.1	Press Release dated November 14, 2023.
99.2	Press Release dated November 14, 2023.
104.1	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

November 15, 2023

EDGIO, INC.

/s/ Richard P. Diegnan
Richard P. Diegnan
Chief Legal Officer & Secretary

Exhibit 4.1

Execution Version

EDGIO, INC.

THE SUBSIDIARY GUARANTORS LISTED ON THE SIGNATURE PAGES HERETO

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

as Trustee and Collateral Agent

INDENTURE

Dated as of November 14, 2023

19.5% Senior Secured Convertible Notes due 2027

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INDENTURE, dated as of November 14, 2023, between Edgio, Inc., a Delaware corporation, as issuer (the "**Company**"), and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "**Trustee**") and U.S. Bank Trust Company, National Association, a national banking association, as collateral agent (the "**Collateral Agent**").

Each party to this Indenture (as defined below) agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders (as defined below) of the Notes (as defined below).

ARTICLE 1
DEFINITIONS; RULES OF CONSTRUCTION

SECTION 1.01 DEFINITIONS.

"**Acceleration Premium**" means, with respect to any Notes on any applicable acceleration date, the arithmetic sum of all required and unpaid interest payments in the full amount of Stated Interest (including both the cash interest and PIK Interest portions thereof) that would be due on such Notes after the acceleration date through the Maturity Date of the Notes if such acceleration had not occurred, as calculated by the Company or its agent; the Trustee shall have no responsibility to calculate or verify the calculation of the Acceleration Premium. For the avoidance of doubt, such amount shall be payable whether before or after an Event of Default or acceleration of the Notes.

"**Additional Interest**" means any interest that accrues on any Note pursuant to **Section 3.04**.

"**Affiliate**" has the meaning set forth in Rule 144 as in effect on the Issue Date.

"**Applicable Premium**" means, with respect to any Notes, the Acceleration Premium, the Asset Sale Repurchase Premium or the Fundamental Change Repurchase Premium, as applicable; the Trustee shall have no responsibility to calculate or verify the calculation of the Applicable Premium.

"**Asset Sale**" means any Disposition (as defined in the Credit Agreement) of property or series of related Dispositions of property (excluding any such Disposition of property permitted by clauses **(a)** through **(g)** of **Section 7.4** in the Credit Agreement) that yields Net Cash Proceeds to the Company or any Subsidiary thereof (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds).

"**Asset Sale Repurchase Notice**" means a notice (including a notice substantially in the form of the "Asset Sale Repurchase Notice" set forth in **Exhibit E**) containing the information, or otherwise complying with the requirements, set forth in **Section 3.09(E)(i)** and **Section 3.09(E)(ii)**.

"**Asset Sale Repurchase Premium**" means, with respect to any Notes on any applicable Asset Sale Excess Proceeds Offer Purchase Date, the arithmetic sum of all required and unpaid interest payments in the full amount of Stated Interest (including both the cash interest and PIK Interest portions thereof) that would be due on such Notes after the Asset Sale Excess Proceeds Purchase Offer Purchase Date through the Maturity Date of the Notes if such purchase had not occurred, as calculated by the Company or its agent; the Trustee shall have no responsibility to calculate or verify the calculation of the Asset Sale Repurchase Premium.

"**Authorized Denomination**" means, with respect to a Note, a minimum principal amount thereof equal to $1.00 or any integral multiple of $1.00 in excess thereof.

"**Bankruptcy Law**" means Title 11, United States Code, or any similar U.S. federal or state or non-U.S. law for the relief of debtors.

"**Bid Solicitation Agent**" means the Person who is required to obtain bids for the Trading Price in accordance with **Section 5.01(C)(i)(2)** and the definition of "Trading Price." The initial Bid Solicitation Agent on the Issue Date will be the Company; *provided*, *however*, that the Company may appoint any other Person (including itself or any of its Subsidiaries) to be the Bid Solicitation Agent at any time after the Issue Date without prior notice to the Holders.

"**Board of Directors**" means the board of directors of the Company or a committee of such board duly authorized to act on behalf of such board.

"**Business Day**" means any day other than a Saturday, a Sunday or any day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

"**Capital Stock**" of any Person means any and all shares of, interests in, rights to purchase, warrants or options for, participations in, or other equivalents of, in each case however designated, the equity of such Person, but excluding any debt securities convertible into such equity.

"**Close of Business**" means 5:00 p.m., New York City time.

"**Collateral**" has the meaning set forth in the Security Agreement (hereafter defined).

"**Collateral Agent**" means U.S. Bank Trust Company, National Association, in its capacity as the "**Collateral Agent**" for the Notes Secured Parties, until a successor collateral agent shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "**Collateral Agent**" shall mean or include each Person who is then a Collateral Agent hereunder.

"**Collateral Agent's Liens**" mean the liens granted by the Company and the other parties to this Indenture to the Collateral Agent for the benefit of the Notes Secured Parties under the Indenture Documents.

"**Common Equity**" of any Person means capital stock of such Person that is generally entitled to (A) vote in the election of directors of such Person or (B) if such Person is not a corporation, to vote or otherwise participate in the selection of the governing body, partners, managers or others that will control the management or policies of such Person.

"**Common Stock**" means the common stock, $0.001 par value per share, of the Company, subject to **Section 5.09**.

"**Company**" means the Person named as such in the first paragraph of this Indenture and, subject to **Article 6**, its successors and assigns.

"**Company Order**" means a written request or order signed on behalf of the Company by one of its Officers and delivered to the Trustee.

"**Conversion Amount**" means, with respect to any Notes being converted, an amount in dollars equal to the sum of (i) the aggregate principal amount of such Notes, plus (ii) the accrued and unpaid interest, if any, on such principal amount of such Notes to, and including the Conversion Date, plus (iii) in the event a Holder converts in connection with a Make-Whole Fundamental Change pursuant to **Section 5.07**, the Optional Conversion Make-Whole Amount.

"**Conversion Date**" means, with respect to a Note, the first Business Day on which the requirements set forth in **Section 5.02(A)** to convert such Note are satisfied, subject to the provisions described in **Section 5.03(C)**.

"**Conversion Price**" means, in respect of each Note, as of any time, $1,000, divided by the Conversion Rate as of such time.

"**Conversion Rate**" means initially 684.9315 shares of Common Stock per $1,000 Conversion Amount, subject to adjustment pursuant to **Article 5**; *provided, however*, that whenever this Indenture refers to the Conversion Rate as of a particular date without setting forth a particular time on such date, such reference will be deemed to be to the Conversion Rate immediately after the Close of Business on such date as set forth herein.

"**Conversion Share**" means any share of Common Stock issued or issuable upon conversion of any Note.

"**Credit Agreement**" means that certain Credit Agreement, dated as of November 14, 2023, by and among Edgio, Inc., as the borrower, and Lynrock Lake Master Fund, LP, as the lender, as may be amended, restated, modified and/or supplemented from time to time.

"**Credit Agreement Obligations**" means all Obligations under the Credit Agreement and the other loan documents related thereto.

"**Daily Cash Amount**" means, with respect to any VWAP Trading Day, the Daily Conversion Value for such VWAP Trading Day.

"**Daily Conversion Value**" means, with respect to any VWAP Trading Day, 1/40th of the product of (A) the Conversion Rate on such VWAP Trading Day; and (B) the Daily VWAP per share of Common Stock on such VWAP Trading Day.

"**Daily Settlement Amount**" means, for each of the 40 consecutive Trading Days during the Observation Period, (1) cash equal to the lesser of (i) the Daily Maximum Cash Amount and (ii) the Daily Conversion Value; and (2) if the Daily Conversion Value exceeds the Daily Maximum Cash Amount, a number of shares of Common Stock equal to (i) the difference between the Daily Conversion Value and the Daily Maximum Cash Amount, divided by (ii) the Daily VWAP of the shares of Common Stock on such Trading Day.

"**Daily Maximum Cash Amount**" means, with respect to the conversion of any Note, the quotient obtained by dividing (A) the Specified Dollar Amount applicable to such conversion by (B) 40.

"**Daily Share Amount**" means, with respect to any VWAP Trading Day, the quotient obtained by dividing (A) the excess, if any, of the Daily Conversion Value for such VWAP Trading Day over the applicable Daily Maximum Cash Amount by (B) the Daily VWAP for such VWAP Trading Day. For the avoidance of doubt, the Daily Share Amount will be zero for such VWAP Trading Day if such Daily Conversion Value does not exceed such Daily Maximum Cash Amount.

"**Daily VWAP**" means, for any VWAP Trading Day, the per share volume-weighted average price of the Common Stock as displayed under the heading "Bloomberg VWAP" on Bloomberg page "EGIO <EQUITY> AQR" (or, if such page is not available, its equivalent successor page) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such VWAP Trading Day (or, if such volume-weighted average price is unavailable, the market value of one share of Common Stock on such VWAP Trading Day, determined, using a volume-weighted average price method, by a nationally recognized independent investment banking firm selected by the Company). The Daily VWAP will be determined without regard to after-hours trading or any other trading outside of the regular trading session.

"**Default**" means any event that is (or, after notice, passage of time or both, would be) an Event of Default.

"**Default Settlement Method**" means Cash Settlement; *provided*, *however*, that the Company may, from time to time, change the Default Settlement Method by sending written notice of the new Default Settlement Method to the Holders, the Trustee and the Conversion Agent, subject to **Section 5.03(A)**.

"**De-Legending Deadline Date**" means, with respect to any Note, the 15th calendar day after the Free Trade Date; *provided*, *however*, that if such 15th calendar day is after a Regular Record Date and on or before the next Interest Payment Date, then the De-Legending Deadline Date for such Note will be the Business Day immediately after such Interest Payment Date.

"**Depositary**" means The Depository Trust Company or its successor.

"**Depositary Participant**" means any member of, or participant in, the Depositary.

"**Depositary Procedures**" means, with respect to any conversion, transfer, exchange or transaction involving a Global Note or any beneficial interest therein, the rules and procedures of the Depositary applicable to such conversion, transfer, exchange or transaction.

"**Ex-Dividend Date**" means, with respect to an issuance, dividend or distribution on the Common Stock, the first date on which shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance, dividend or distribution (including pursuant to due bills or similar arrangements required by the relevant stock exchange). For the avoidance of doubt, any alternative trading convention on the applicable exchange or market in respect of the Common Stock under a separate ticker symbol or CUSIP number will not be considered "regular way" for this purpose.

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

"**Exchange Agreement**" means that certain Exchange Agreement, dated November 14, 2023, between the Company and the representative of Lynrock Lake Master Fund LP, as may be amended, restated, modified and/or supplemented.

"**Excluded Assets**" has the meaning assigned to such term in the Security Agreement.

"**Exempted Fundamental Change**" means any Fundamental Change with respect to which, in accordance with **Section 4.02(I)**, the Company does not offer to repurchase any Notes.

"**Free Trade Date**" means, with respect to any Note, the date that is one year after the Issue Date.

"**Freely Tradable**" means, with respect to any Note, that such Note would be eligible to be offered, sold or otherwise transferred pursuant to Rule 144 if held by a Person that is not an Affiliate of the Company, and that has not been an Affiliate of the Company during the immediately preceding three months, without any requirements as to volume, manner of sale, availability of current public information or notice under the Securities Act (except that, during the six-month period beginning on, and including, the date that is six months after the Issue Date, any such requirement as to the availability of current public information will be disregarded if the same is satisfied at that time), *provided, however*, that from and after the Free Trade Date, such Note will not be Freely Tradable unless such Note (x) is not identified by a "restricted" CUSIP or ISIN number; and (y) is not represented by any certificate that bears a Restricted Note Legend. For the avoidance of doubt, whether a Note is deemed to be identified by a "restricted" CUSIP or ISIN number or to bear the Restricted Note Legend is subject to **Section 2.12**.

"**Fundamental Change**" means any of the following events:

(A) a "person" or "group" (within the meaning of Section 13(d)(3) of the Exchange Act) (other than (x) the Company, (y) its Wholly Owned Subsidiaries or (z) any employee benefit plans of the Company or its Wholly Owned Subsidiaries, has become and files any report with the SEC indicating that such person or group has become, the direct or indirect "beneficial owner" (as defined below) of shares of the Company's Common Equity representing more than 50% of the voting power of all of the Company's then-outstanding Common Equity, unless such beneficial ownership arises solely as a result of a revocable proxy delivered in response to a public proxy or consent solicitation made pursuant to the applicable rules and regulations under the Exchange Act and is not also then reportable on Schedule 13D or Schedule 13G (or any successor schedule) under the Exchange Act; *provided, however*, that, for these purposes, no "person" or "group" will be deemed to be the beneficial owner of any securities tendered pursuant to a tender or exchange offer made by or on behalf of such "person" or "group" until such tendered securities are accepted for purchase or exchange under such offer;

(B) the consummation of (i) any sale, lease or other transfer, in one transaction or a series of transactions, of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person, other than one or more of the Company's Wholly Owned Subsidiaries; or (ii) any transaction or series of related transactions in connection with which (whether by means of merger, consolidation, share exchange, combination, reclassification, recapitalization, acquisition, liquidation or otherwise) all of the Common Stock is exchanged for,

converted into, acquired for, or constitutes solely the right to receive, other securities, cash or other property; *provided, however*, that any merger, consolidation, share exchange or combination of the Company pursuant to which the Persons that directly or indirectly "beneficially owned" (as defined below) all classes of the Company's Common Equity immediately before such transaction directly or indirectly "beneficially own," immediately after such transaction, more than 50% of all classes of Common Equity of the surviving, continuing or acquiring company or other transferee, as applicable, or the parent thereof, in substantially the same proportions vis-à-vis each other as immediately before such transaction will be deemed not to be a Fundamental Change pursuant to this **clause (B)**;

(C) the Company's stockholders approve any plan or proposal for the liquidation or dissolution of the Company;

(D) any Change of Control (as defined in the Credit Agreement) occurs; or

(E) the Common Stock ceases to be listed on any of The New York Stock Exchange, the NYSE American, The Nasdaq Global Market, The Nasdaq Global Select Market, The Nasdaq Capital Market, the OTCQX Market or the OTCQB Market (or any of their respective successors) (each of the foregoing markets or exchanges, a "**Trading Market**");

provided, however, that a transaction or event described in **clause (A)** or **(B)** above will not constitute a Fundamental Change if at least 90% of the consideration received or to be received by the holders of Common Stock (excluding cash payments for fractional shares or pursuant to dissenters rights), in connection with such transaction or event, consists of shares of common stock listed (or depositary receipts representing shares of common stock, which depositary receipts are listed) on any Trading Market, or that will be so listed when issued or exchanged in connection with such transaction or event, and such transaction or event constitutes a Common Stock Change Event whose Reference Property consists of such consideration.

If any transaction in which the Common Stock is replaced by securities of another entity occurs, following completion of any related Make-Whole Fundamental Change Conversion Period (or, in the case of a transaction what would have been a Fundamental Change or a Make-Whole Fundamental Change but for the immediately preceding paragraph, following the effective date of such transaction), references to the Company for purposes of this definition shall instead be references to such other entity.

For the purposes of this definition, (x) any transaction or event described in both **clause (A)** and in **clause (B)(i) or (ii)** above (without regard to the proviso in **clause (B)**) will be deemed to occur solely pursuant to clause (B) above (subject to such proviso); and (y) whether a Person is a "**beneficial owner**," whether shares are "**beneficially owned**," and percentage beneficial ownership, will be determined in accordance with Rule 13d-3 under the Exchange Act, subject to the proviso to **clause (A)** above.

"**Fundamental Change Repurchase Date**" means the date fixed for the repurchase of any Notes by the Company pursuant to a Repurchase Upon Fundamental Change.

"**Fundamental Change Repurchase Notice**" means a notice (including a notice substantially in the form of the "Fundamental Change Repurchase Notice" set forth in **Exhibit C**) containing the information, or otherwise complying with the requirements, set forth in **Section 4.02(F)(i)** and **Section 4.02(F)(ii)**.

"**Fundamental Change Repurchase Premium**" means, with respect to any Notes on any applicable Fundamental Change Repurchase Date, the arithmetic sum of all required and unpaid interest payments in the full amount of Stated Interest (including both the cash interest and PIK Interest portions thereof) that would be due on such Notes after the Fundamental Change Repurchase Date through the Maturity Date of the Notes if such repurchase had not occurred, as calculated by the Company or its agent; the Trustee shall have no responsibility to calculate or verify the calculation of the Fundamental Change Repurchase Premium.

"**Fundamental Change Repurchase Price**" means the cash price payable by the Company to repurchase any Note upon its Repurchase Upon Fundamental Change, calculated pursuant to **Section 4.02(D)**.

"**Global Note**" means a Note that is represented by a certificate substantially in the form set forth in **Exhibit A**, registered in the name of the Depositary or its nominee, duly executed by the Company and authenticated by the Trustee, and deposited with the Trustee, as custodian for the Depositary.

"**Global Note Legend**" means a legend substantially in the form set forth in **Exhibit B-2**.

"**Guaranteed Obligations**" shall have the meaning specified in **Section 12.01(A)(ii)**.

"**Guarantor**" means (i) any Subsidiary that executes this Indenture on the Issue Date or thereafter guarantees the Notes pursuant to the terms of this Indenture (including pursuant to any supplemental indenture in the form of **Exhibit D** hereto); and (ii) any Person duly becoming a successor of any such Guarantor pursuant to **Section 12.08**, in each case until such time as any such Guarantor shall be released and relieved of its obligations pursuant to **Section 12.03** hereof.

"**Holder**" means a person in whose name a Note is registered on the Registrar's books.

"**Indenture**" means this Indenture, as amended or supplemented from time to time.

"**Indenture Documents**" means this Indenture, the Notes, the Security Documents, the Intercreditor Agreement, and any other instrument or agreement entered into, now or in the future, by the Company or any Guarantor or the Collateral Agent and/or Trustee in connection with the Indenture.

"**Intercreditor Agreement**" means the First Lien Pari Passu Intercreditor Agreement, dated as of November 14, 2023, among Lynrock Lake Master Fund LP, as lender under the Initial Credit Agreement , U.S. Bank Trust Company, National Association, as Representative for the Initial Other First Lien Claimholders and collateral agent for the Initial Other First Lien Claimholders, and each additional Representative and Collateral Agent from time to time party hereto for the Other First Lien Claimholders of the Series with respect to which it is acting in such capacity, and acknowledged and agreed to by Edgio, Inc. and the other Grantors, as amended, restated, modified and/or supplemented in accordance with the provisions hereof.

"**Interest Payment Date**" means each February 14, May 14, August 14, and November 14 of each year, beginning on February 14, 2024.

"**Issue Date**" means November 14, 2023.

"**Last Reported Sale Price**" of the Common Stock for any Trading Day means the closing sale price per share (or, if no closing sale price is reported, the average of the last bid price and the last ask price per share or, if more than one in either case, the average of the average last bid prices and the average last ask prices per share) of Common Stock on such Trading Day as reported in composite transactions for the principal U.S. national or regional securities exchange on which the Common Stock is then listed. If the Common Stock is not listed on a U.S. national or regional securities exchange on such Trading Day, then the Last Reported Sale Price will be the last quoted bid price per share of Common Stock on such Trading Day in the over-the-counter market as reported by OTC Markets Group Inc. or a similar organization. If the Common Stock is not so quoted on such Trading Day, then the Last Reported Sale Price will be the average of the mid-point of the last bid price and the last ask price per share of Common Stock on such Trading Day from a nationally recognized independent investment banking firm selected by the Company. Neither the Trustee nor the Conversion Agent will have any duty to determine the Last Reported Sale Price. The Last Reported Sale Price will be determined without regard to after-hours trading or any other trading outside of the regular trading session hours.

"**Make-Whole Fundamental Change**" means (A) a Fundamental Change (determined after giving effect to the proviso immediately after **clause (E)** of the definition thereof, but without regard to the proviso to **clause (B)(ii)** of such definition); or (B) the sending of a Redemption Notice pursuant to **Section 4.03(G)**; *provided, however*, that, subject to **Section 4.03(J)**, the sending of a Redemption Notice will constitute a Make-Whole Fundamental Change only with respect to the Notes called for Redemption pursuant to such Redemption Notice and not with respect to any other Notes.

"**Make-Whole Fundamental Change Conversion Period**" has the following meaning:

(A) in the case of a Make-Whole Fundamental Change pursuant to **clause (A)** of the definition thereof, the period from, and including, the Make-Whole Fundamental Change Effective Date of such Make-Whole Fundamental Change to, and including, the 35th Trading Day after such Make-Whole Fundamental Change Effective Date (or, if such Make-Whole Fundamental Change also constitutes a Fundamental Change (other than an Exempted Fundamental Change), to, and including immediately prior to the Close of Business on the Business Day immediately preceding the related Fundamental Change Repurchase Date); and

(B) in the case of a Make-Whole Fundamental Change pursuant to **clause (B)** of the definition thereof, the period from, and including, the Redemption Notice Date for the related Redemption to, and including, the Business Day immediately before the related Redemption Date;

provided, however, that if the Conversion Date for the conversion of a Note that has been called for Redemption occurs during the Make-Whole Fundamental Change Conversion Period for both a Make-Whole Fundamental Change occurring pursuant to **clause (A)** of the definition of "Make-Whole Fundamental Change" and a Make-Whole Fundamental Change resulting from such Redemption pursuant to **clause (B)** of such definition, then, notwithstanding anything to the contrary in **Section 5.07**, solely for purposes of such conversion, (x) such Conversion Date will be deemed to occur solely during the Make-Whole Fundamental Change Conversion Period for the Make-Whole Fundamental Change with the earlier Make-Whole Fundamental Change Effective Date; and (y) the Make-Whole Fundamental Change with the later Make-Whole Fundamental Change Effective Date will be deemed not to have occurred.

"**Make-Whole Fundamental Change Effective Date**" means (A) with respect to a Make-Whole Fundamental Change pursuant to **clause (A)** of the definition thereof, the date on which such Make-Whole Fundamental Change occurs or becomes effective; and (B) with respect to a Make-Whole Fundamental Change pursuant to **clause (B)** of the definition thereof, the applicable Redemption Notice Date.

"**Market Disruption Event**" means, with respect to any date, the occurrence or existence, during the one-half hour period ending at the scheduled close of trading on such date on the principal U.S. national or regional securities exchange or other market on which the Common Stock is listed for trading or trades, of any material suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise) in the Common Stock or in any options contracts or futures contracts relating to the Common Stock.

"**Maturity Date**" means November 14, 2027.

"**Net Cash Proceeds**" means (a) in connection with any Asset Sale or any Recovery Event (as defined in the Credit Agreement), the proceeds thereof in the form of cash and cash equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums and related search and recording charges, transfer taxes, deed or mortgage recording taxes, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted under the Credit Agreement on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document or any security document under the Credit Agreement), other customary expenses and brokerage, consultant and other customary fees, costs and expenses actually incurred in connection therewith, all amounts provided as a reserve in accordance with GAAP against any liabilities under any indemnification obligation or purchase price adjustment associated with such Asset Sale (*provided* that to the extent and at the time any such amounts are released from such reserve, other than to make a payment for which such amount was reserved, such amounts shall constitute Net Cash Proceeds) and any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition (*provided* that to the extent that any amounts are released from such escrow to the Company or any Guarantor, such amounts net of any related expenses shall constitute Net Cash Proceeds) from the sale price for such Asset Sale and net of taxes paid and the Company's reasonable and good faith estimate of income, franchise, sales, and other applicable taxes required to be paid by the Company or any Subsidiary in connection with such Asset Sale or Recovery Event in the taxable year that such Asset Sale or Recovery Event is consummated, the computation of which shall, in each such case, take into account the reduction in tax liability resulting from any available operating losses and net operating loss carryovers, tax credits, and tax credit carry

forwards, and similar tax attributes and (b) in connection with any sale, issuance or exercise after the Closing Date (as defined in the Credit Agreement) by the Company or any of its Subsidiaries of any Capital Stock or any capital contribution by any Person to the Company or Subsidiary or any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees, costs and expenses actually incurred in connection therewith.

"**Note Agent**" means any Registrar, Paying Agent or Conversion Agent.

"**Non-Affiliate Legend**" means a legend substantially in the form set forth in **Exhibit B-3**.

"**Notes**" means the 19.5% Senior Secured Convertible Notes due 2027 originally issued by the Company on the Issue Date pursuant to this Indenture and any PIK Notes thereafter issued by the Company, and unless the context otherwise requires, all references to the Notes shall include any PIK Notes.

"**Notes Obligations**" means all Obligations of the Issuer and the Guarantors under the Indenture Documents.

"**Notes Secured Parties**" means, collectively, the Trustee, the Collateral Agent and the Holders.

"**Obligations**" means any principal, interest, penalties, fees, expenses (including any interest, fees or expenses that accrue following the commencement of any insolvency or liquidation proceeding, whether allowed or allowable in such proceeding), indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"**Observation Period**" means, with respect to any Note to be converted, (A) subject to **clause (B)** below, if the Conversion Date for such Note occurs on or before August 14, 2027, the 40 consecutive VWAP Trading Days beginning on, and including, the third VWAP Trading Day immediately after such Conversion Date; (B) if such Note has been called for Redemption, if the related Conversion Date occurs on or after the related Redemption Notice Date pursuant to **Section 4.03(G)** and before the Close of Business on the Business Day immediately preceding the related Redemption Date, the 40 consecutive VWAP Trading Days beginning on, and including, the 41st Scheduled Trading Day immediately before such Redemption Date; and (C) subject to **clause (B)** above, if such Conversion Date occurs after August 14, 2027, the 40 consecutive VWAP Trading Days beginning on, and including, the 41st Scheduled Trading Day immediately before the Maturity Date.

"**Officer**" means the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the General Counsel, the Secretary or any Vice-President of the Company.

"**Officer's Certificate**" means a certificate that is signed on behalf of the Company by one of its Officers and that meets the requirements of **Section 13.03**.

"**Open of Business**" means 9:00 a.m., New York City time.

"**Opinion of Counsel**" means an opinion, from legal counsel (including an employee of, or counsel to, the Company or any of its Subsidiaries) who is reasonably acceptable to the Trustee, that meets the requirements of **Section 13.03**, subject to customary qualifications and exclusions.

"**Optional Conversion Make-Whole Amount**" means, with respect to any Note being converted by a Holder in connection with a Make-Whole Fundamental Change pursuant to **Section 5.07**, the arithmetic sum of all required and unpaid interest payments in the full amount of Stated Interest (including both the cash interest and PIK Interest portions thereof) that would be due on such Note after such Conversion Date through the Maturity Date of the Notes (if such conversion had not occurred, as calculated by the Company or its agent); the Trustee shall have no responsibility to calculate or verify the calculation of the Optional Conversion Make-Whole Amount.

"**Parity Amount**" means, with respect to any Note, (A)(i) the Conversion Rate at the Close of Business on the Trading Day immediately preceding the Asset Sale Excess Proceeds Offer Purchase Date or Fundamental Change Repurchase Date, as applicable, multiplied by (ii) the average of the Last Reported Sale Prices per share of Common Stock for the five consecutive Trading Days ending on, and including, the Trading Day immediately before the Asset Sale Excess Proceeds Offer Purchase Date or Fundamental Change Repurchase Date, as applicable, multiplied by (B)(i) the aggregate principal amount of such Note, divided by (ii) $1,000; the Trustee shall have no responsibility to calculate or verify the calculation of Parity Amount.

"**Person**" or "**person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof. Any division or series of a limited liability company, limited partnership or trust will constitute a separate Person.

"**Physical Note**" means a Note (other than a Global Note) that is represented by a certificate substantially in the form set forth in **Exhibit A**, registered in the name of the Holder of such Note and duly executed by the Company and authenticated by the Trustee.

"**PIK Interest**" means Interest paid in kind on any Notes by, if such Note is a Global Note, increasing the principal amount of such Global Note or, if such Note is a Physical Note, issuing a new Physical Note, in each case in a principal amount equal to such interest.

"**Place of Payment**" means the office or agency of the Paying Agent established pursuant to **Section 2.06(A)** where Notes may be presented for payment, which office or agency, for the avoidance of doubt, must be in the contiguous United States.

"**Redemption**" means the redemption of any Note by the Company pursuant to **Section 4.03**.

"**Redemption Date**" means the date fixed for the repurchase of any Notes by the Company pursuant to a Redemption.

"**Redemption Notice Date**" means, with respect to a Redemption, the date on which the Company sends the Redemption Notice for such Redemption pursuant to **Section 4.03(G)**.

"**Redemption Price**" means the cash price payable by the Company to redeem any Note upon its Redemption, calculated pursuant to **Section 4.03(D)**.

"**Regular Record Date**," with respect to any Interest Payment Date, means the January 31, April 30, July 31 or October 31 (whether or not such day is a Business Day) immediately preceding the applicable February 14, May 14, August 14 or November 14 Interest Payment Date, respectively.

"**Repurchase Upon Asset Sale**" means the repurchase of any Note by the Company pursuant to **Section 3.09**.

"**Repurchase Upon Fundamental Change**" means the repurchase of any Note by the Company pursuant to **Section 4.02**.

"**Responsible Officer**" means (A) any officer within the corporate trust group of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of such officers; and (B) with respect to a particular corporate trust matter relating to this Indenture, any other officer to whom such matter is referred because of his or her knowledge of, and familiarity with, the particular subject and who, in each case, shall have direct responsibility for the administration of this Indenture.

"**Restricted Note Legend**" means a legend substantially in the form set forth in **Exhibit B-1**.

"**Restricted Stock Legend**" means, with respect to any Conversion Share, a legend substantially to the effect that the offer and sale of such Conversion Share have not been registered under the Securities Act and that such Conversion Share cannot be sold or otherwise transferred except pursuant to a transaction that is registered under the Securities Act or that is exempt from, or not subject to, the registration requirements of the Securities Act.

"**Rule 144**" means Rule 144 under the Securities Act (or any successor rule thereto), as the same may be amended from time to time.

"**Rule 144A**" means Rule 144A under the Securities Act (or any successor rule thereto), as the same may be amended from time to time.

"**Scheduled Trading Day**" means any day that is scheduled to be a Trading Day on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded. If the Common Stock is not so listed or traded, then "Scheduled Trading Day" means a Business Day.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Securities Act**" means the U.S. Securities Act of 1933, as amended.

"**Security Agreement**" means that certain Collateral Agreement, dated as of the Issue Date, by and among the Collateral Agent and the Company and the Guarantors, as amended, restated, modified and/or supplemented in accordance with the provisions hereof.

"**Security Documents**" means the Security Agreement and all other security and/or other collateral documents entered into in connection with the Indenture and the Notes, as amended, restated, modified and/or supplemented in accordance with the provisions hereof.

"**Settlement Method**" means Cash Settlement, Physical Settlement or Combination Settlement.

"**Shareholder Approvals**" means the approvals for the Shareholder Approval Matters (as defined in the Exchange Agreement) as set forth under the Exchange Agreement.

"**Special Interest**" means any interest that accrues on any Note pursuant to **Section 7.03**.

"**Specified Dollar Amount**" means, with respect to the conversion of a Note to which Combination Settlement applies, the maximum cash amount per $1,000 Conversion Amount of such Note deliverable upon such conversion (excluding cash in lieu of any fractional share of Common Stock).

"**Stock Price**" has the following meaning for any Make-Whole Fundamental Change: (A) if the holders of Common Stock receive only cash in consideration for their shares of Common Stock in such Make-Whole Fundamental Change and such Make-Whole Fundamental Change is pursuant to **clause (B)** of the definition of "Fundamental Change," then the Stock Price is the amount of cash paid per share of Common Stock in such Make-Whole Fundamental Change; and (B) in all other cases, the Stock Price is the average of the Last Reported Sale Prices per share of Common Stock for the five consecutive Trading Days ending on, and including, the Trading Day immediately before the Make-Whole Fundamental Change Effective Date of such Make-Whole Fundamental Change.

"**Subsidiary**" means, with respect to any Person, (A) any corporation, association or other business entity (other than a partnership or limited liability company) of which more than 50% of the total voting power of the Capital Stock entitled (without regard to the occurrence of any contingency, but after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees, as applicable, of such corporation, association or other business entity is owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person; and (B) any partnership or limited liability company where (i) more than 50% of the capital accounts, distribution rights, equity and voting interests, or of the general and limited partnership interests, as applicable, of such partnership or limited liability company are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person, whether in the form of membership, general, special or limited partnership or limited liability company interests or otherwise; and (ii) such Person or any one or more of the other Subsidiaries of such Person is a controlling general partner of, or otherwise controls, such partnership or limited liability company.

"**Subsidiary Guarantee**" means the joint and several guarantee pursuant to **Article 12** hereof by a Guarantor of the Guaranteed Obligations.

"**Trading Day**" means any day on which (A) trading in the Common Stock generally occurs on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded; and (B) there is no Market Disruption Event. If the Common Stock is not so listed or traded, then "Trading Day" means a Business Day.

"**Trading Price**" of the Notes on any Trading Day means the average of the secondary market bid quotations, expressed as a cash amount per $1,000 principal amount of Notes, obtained by the Bid Solicitation Agent for $1,000,000 (or such lesser amount as may then be outstanding) in principal amount of Notes at approximately 3:30 p.m., New York City time, on such Trading Day from three nationally recognized independent securities dealers selected by the Company; *provided, however*, that, if three such bids cannot reasonably be obtained by the Bid Solicitation Agent but two such bids are obtained, then the average of the two bids will be used, and if only one such bid can reasonably be obtained by the Bid Solicitation Agent, then that one bid will be used. If, on any Trading Day, (A) the Bid Solicitation Agent cannot reasonably obtain at least one bid for $1,000,000 (or such lesser amount as may then be outstanding) in principal amount of Notes from a nationally recognized independent securities dealer; (B) the Company is not acting as the Bid Solicitation Agent and the Company fails to instruct the Bid Solicitation Agent to obtain bids when required; or (C) the Bid Solicitation Agent fails to solicit bids when required, then, in each case, the Trading Price per $1,000 principal amount of Notes on such Trading Day will be deemed to be less than 98% of the product of the Last Reported Sale Price per share of Common Stock on such Trading Day and the Conversion Rate on such Trading Day.

"**Transfer-Restricted Note**" means any Note that constitutes a "restricted security" (as defined in Rule 144); *provided, howeve*r, that such Note will cease to be a Transfer-Restricted Note upon the earliest to occur of the following events:

(A) such Note is sold or otherwise transferred to a Person (other than the Company, an Affiliate of the Company or a Person that was an Affiliate of the Company in the three months immediately preceding) pursuant to a registration statement that was effective under the Securities Act at the time of such sale or transfer;

(B) such Note is sold or otherwise transferred to a Person (other than the Company, an Affiliate of the Company or a Person that was an Affiliate of the Company in the three months immediately preceding) pursuant to an available exemption (including Rule 144) from the registration and prospectus-delivery requirements of, or in a transaction not subject to, the Securities Act and, immediately after such sale or transfer, such Note ceases to constitute a "restricted security" (as defined in Rule 144); and

(C) such Note is eligible for resale, by a Person that is not an Affiliate of the Company and that has not been an Affiliate of the Company during the immediately preceding three months, pursuant to Rule 144 without any limitations thereunder as to volume, manner of sale, availability of current public information or notice.

The Trustee is under no obligation to determine whether any Note is a Transfer-Restricted Note and may conclusively rely on an Officer's Certificate with respect thereto.

"**Trust Indenture Act**" means the U.S. Trust Indenture Act of 1939, as amended.

"**Trustee**" means the Person named as such in the first paragraph of this Indenture until a successor replaces it in accordance with the provisions of this Indenture and, thereafter, means such successor.

"**VWAP Market Disruption Event**" means, with respect to any date, (A) the failure by the principal U.S. national or regional securities exchange on which the Common Stock is then listed, or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, the principal other market on which the Common Stock is then traded, to open for trading during its regular trading session on such date; or (B) the occurrence or existence, for more than one half hour period in the aggregate, of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise) in the Common Stock or in any options contracts or futures contracts relating to the Common Stock, and such suspension or limitation occurs or exists at any time before 1:00 p.m., New York City time, on such date.

"**VWAP Trading Day**" means a day on which (A) there is no VWAP Market Disruption Event; and (B) trading in the Common Stock generally occurs on the principal U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded. If the Common Stock is not so listed or traded, then "VWAP Trading Day" means a Business Day.

"**Wholly Owned Subsidiary**" of a Person means any Subsidiary of such Person, determined by reference to the definition of "Subsidiary" above but with each reference therein to "more than 50%" deemed to be replaced with "100%" for purposes of this definition; *provided*, *however*, that directors' qualifying shares will be disregarded for purposes of determining whether any Person is a Wholly Owned Subsidiary of another Person.

SECTION 1.02 OTHER DEFINITIONS.

Term	Defined in Section
"**Acceleration**"	**7.01(A)(vii)(2)**
"**Applicable Tax Law**"	**11.17**
"**Asset Sale Excess Proceeds**"	**3.09(A)**
"**Asset Sale Excess Proceeds Offer**"	**3.09(D)**
"**Asset Sale Excess Proceeds Offer Amount**"	**3.09(D)**
"**Asset Sale Excess Proceeds Offer Period**"	**3.09(D)**
"**Asset Sale Excess Proceeds Offer Price**"	**3.09(A)**
"**Asset Sale Excess Proceeds Offer Purchase Date**"	**3.09(D)**
"**Asset Sale Excess Proceeds Termination Date**"	**3.09(D)**
"**Asset Sale Notice**"	**3.09(D)**
"**Asset Sale Repurchase Right**"	**3.09(E)**
"**Business Combination Event**"	**6.01(A)**
"**Cash Settlement**"	**5.03(A)**
"**Code**"	**5.10(A)**
"**Combination Settlement**"	**5.03(A)**
"**Common Stock Change Event**"	**5.09(A)**

"**Conversion Agent**"	**2.06(A)**
"**Conversion Consideration**"	**5.03(B)**
"**Default Interest**"	**2.05(B)**
"**Defaulted Amount**"	**2.05(B)**
"**Event of Default**"	**7.01(A)**
"**Expiration Date**"	**5.05(A)(v)**
"**Expiration Time**"	**5.05(A)(v)**
"**Fundamental Change Notice**"	**4.02(E)**
"**Fundamental Change Repurchase Right**"	**4.02(A)**
"**Initial Notes**"	**2.03(A)**
"Majority Holders"	**7.02(D)**
"**Measurement Period**"	**5.01(C)(i)(2)**
"**Paying Agent**"	**2.06(A)**
"**Physical Settlement**"	**5.03(A)**
"PIK Notes"	**2.21(A)**
"PIK Payment"	**2.21(A)**
"**Redemption Notice**"	**4.03(G)**
"**Reference Property**"	**5.09(A)**
"**Reference Property Unit**"	**5.09(A)**
"**Register**"	**2.06(B)**
"**Registrar**"	**2.06(A)**
"**Reporting Event of Default**"	**7.03(A)**
"**Specified Courts**"	**11.07**
"**Spin-Off**"	**5.05(A)(iii)(2)**
"**Spin-Off Valuation Period**"	**5.05(A)(iii)(2)**
"**Stated Interest**"	**2.05(A)**
"**Successor Corporation**"	**6.01(A)(i)**
"**Successor Person**"	**5.09(A)**
"**Tender/Exchange Offer Valuation Period**"	**5.05(A)(v)**
"**Trading Price Condition**"	**5.01(C)(i)(2)**
"**Trigger Event**"	**5.05(A)(iii)(1)**

SECTION 1.03 RULES OF CONSTRUCTION.

For purposes of this Indenture:

(A) "or" is not exclusive;

(B) "including" means "including without limitation";

(C) "will" expresses a command;

(D) the "average" of a set of numerical values refers to the arithmetic average of such numerical values;

(E) words in the singular include the plural and in the plural include the singular, unless the context requires otherwise;

(F) “herein,” “hereof” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision of this Indenture, unless the context requires otherwise;

(G) references to currency mean the lawful currency of the United States of America, unless the context requires otherwise;

(H) references to “principal amount” of Notes include the principal amount of any PIK Notes issued as a PIK Payment (whether by increase of the principal amount of Global Notes or by issuance of new Physical Notes to Holders of Physical Notes);

(I) the exhibits, schedules and other attachments to this Indenture are deemed to form part of this Indenture;

(J) the term “**interest**,” when used with respect to a Note, includes any Additional Interest and Special Interest, unless the context requires otherwise; and

(K) unless otherwise provided in this Indenture or in any Note, the words “execute,” “execution,” “signed” and “signature” and words of similar import used in or related to any document to be signed in connection with this Indenture, any Note or any of the transactions contemplated hereby (including amendments, waivers, consents and other modifications) shall be deemed to include electronic signatures and 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 in ink or the use of a paper-based recordkeeping system, as applicable, to the fullest extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that, notwithstanding anything herein to the contrary, the Trustee is not under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Trustee pursuant to procedures approved by the Trustee. All notices, approvals, consents, requests and any communications hereunder must be in writing (*provided* that any communication sent to the Trustee hereunder that is required to be signed must be in the form of a document that is signed manually or by way of a digital signature provided by DocuSign (or such other digital signature provider as specified in writing to the Trustee by the authorized representative), in English.

ARTICLE 2
THE NOTES

SECTION 2.01 FORM, DATING AND DENOMINATIONS.

The Notes and the Trustee’s certificate of authentication will be substantially in the form set forth in **Exhibit A**. The Notes will bear the legends required by **Section 2.09** and may bear notations, legends or endorsements required by law, stock exchange rule or usage or the Depositary. Each Note will be dated as of the date of its authentication.

Except to the extent otherwise provided in a Company Order delivered to the Trustee in connection with the issuance and authentication thereof, the Notes will be issued initially in the form of one or more Global Notes. With respect to any PIK Payment on any Global Note, except to the extent otherwise provided in a Company Order delivered to the Trustee as provided under **Section 2.21**, Trustee shall increase the principal amount of such Global Note by an amount equal to the interest payable thereon as PIK Interest, rounded up to the nearest whole dollar, on the relevant Interest Payment Date on the principal amount of such Global Note, and an adjustment shall be made on the books and records of the Trustee with respect to such Global Note to reflect such increase.

Global Notes may be exchanged for Physical Notes, and Physical Notes may be exchanged for Global Notes, only as provided in **Section 2.10**.

The Notes will be issuable only in registered form without interest coupons and only in Authorized Denominations.

Each certificate representing a Note will bear a unique registration number that is not affixed to any other certificate representing another outstanding Note.

The terms contained in the Notes constitute part of this Indenture, and, to the extent applicable, the Company and the Trustee, by their execution and delivery of this Indenture, agree to such terms and to be bound thereby; *provided*, *however*, that, to the extent that any provision of any Note conflicts with the provisions of this Indenture, the provisions of this Indenture will control for purposes of this Indenture and such Note.

The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is limited to $118,870,000 plus the aggregate principal amount of PIK Notes issuable from time to time on each Interest Payment Date in connection with the PIK Payment required to be made on such Interest Payment Date; and the Company may not “re-open” this Indenture to issue additional Notes after the Issue Date, in each case, except for (i) PIK Notes issues as aforesaid and (ii) Notes issued upon registration of transfer of, or conversion for, or in lieu of other Notes pursuant to this Indenture.

SECTION 2.02 EXECUTION, AUTHENTICATION AND DELIVERY.

(A) *Due Execution by the Company*. At least one duly authorized Officer will sign the Notes on behalf of the Company by manual, facsimile or other electronic signature. A Note’s validity will not be affected by the failure of any Officer whose signature is on any Note to hold, at the time such Note is authenticated, the same or any other office at the Company.

(B) *Authentication by the Trustee and Delivery*.

(i) No Note will be valid until it is authenticated by the Trustee. A Note will be deemed to be duly authenticated only when an authorized signatory of the Trustee (or a duly appointed authenticating agent) manually signs the certificate of authentication of such Note.

(ii) The Trustee will cause an authorized signatory of the Trustee (or a duly appointed authenticating agent) to manually sign the certificate of authentication of a Note only if (1) the Company delivers such Note to the Trustee; (2) such Note is executed by the Company in accordance with **Section 2.02(A)**; and (3) the Company delivers a Company Order to the Trustee that (a) requests the Trustee to authenticate such Note; and (b) sets forth the name of the Holder of such Note and the date as of which such Note is to be authenticated. If such Company Order also requests the Trustee to deliver such Note to any Holder or to the Depositary, then the Trustee will promptly deliver such Note in accordance with such Company Order.

(iii) The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Notes. A duly appointed authenticating agent may authenticate Notes whenever the Trustee may do so under this Indenture, and a Note authenticated as provided in this Indenture by such an agent will be deemed, for purposes of this Indenture, to be authenticated by the Trustee. Each duly appointed authenticating agent will have the same rights to deal with the Company as the Trustee would have if it were performing the duties that the authenticating agent was validly appointed to undertake.

(C) *Global Notes*. With respect to any PIK Interest payable on any Interest Payment Date, any reference in this Indenture to the execution, authentication or delivery of Notes shall be deemed to refer to and include increasing the principal amount of any then outstanding Global Note in payment of such PIK Interest pursuant to **Section 2.21**.

SECTION 2.03 INITIAL NOTES AND PIK NOTES.

(A) *Initial Notes*. On the Issue Date, there will be originally issued $118,870,000 aggregate principal amount of Notes, subject to the provisions of this Indenture (including **Section 2.02**).

(B) *PIK Notes*. On each Interest Payment Date, upon the Trustee's receipt of a Company Order in accordance with **Section 2.21**, there will be originally issued such aggregate principal amount of PIK Notes as is required for issuance in connection with the PIK Payment required to be made on such Interest Payment Date.

SECTION 2.04 METHOD OF PAYMENT.

(A) *Global Notes*. The Company will pay, or cause the Paying Agent to pay, the principal (whether due upon maturity on the Maturity Date, Redemption on a Redemption Date or repurchase on a Fundamental Change Repurchase Date or repurchase on an Asset Sale Excess Proceeds Offer Purchase Date or otherwise) of, interest on, and any cash Conversion Consideration for, any Global Note to the Depositary by wire transfer of immediately available funds no later than the time the same is due as provided in this Indenture.

(B) *Physical Notes*. The Company will pay, or cause the Paying Agent to pay, the principal (whether due upon maturity on the Maturity Date, Redemption on a Redemption Date or repurchase on a Fundamental Change Repurchase Date or repurchase on an Asset Sale Excess Proceeds Offer Purchase Date or otherwise) of, interest on, and any cash Conversion Consideration for, any Physical Note no later than the time the same is due as provided in this Indenture as follows: (i) if the principal amount of such Physical Note is at least $5,000,000 (or such lower amount as the Company may choose in its sole and absolute discretion) and the Holder of such Physical Note entitled to such payment has delivered to the Paying Agent or the Trustee, no later than the time set forth in the immediately following sentence, a written request that the Company make such payment by wire transfer to an account of such Holder within the United States, by wire transfer of immediately available funds to such account; and (ii) in all other cases, by check mailed to the address of the Holder of such Physical Note entitled to such payment as set forth in

the Register. To be timely, such written request must be so delivered no later than the Close of Business on the following date: (x) with respect to the payment of any interest due on an Interest Payment Date, the immediately preceding Regular Record Date; (y) with respect to any cash Conversion Consideration, the relevant Conversion Date; and (z) with respect to any other payment, the date that is 15 calendar days immediately before the date such payment is due.

SECTION 2.05 ACCRUAL OF INTEREST; DEFAULTED AMOUNTS; WHEN PAYMENT DATE IS NOT A BUSINESS DAY.

(A) *Accrual of Interest*. Each Note will accrue interest at a rate per annum equal to 19.5% (plus during any continuance of an Event of Default an additional 6.0%) (the "**Stated Interest**"), consisting of interest payable solely in cash accruing at a rate per annum equal to 3.5% (or, during any continuance of an Event of Default 25.5%) and (except during the continuance of an Event of Default) interest payable solely in the form of PIK Interest accruing at a rate per annum equal to 16%, plus any Additional Interest and Special Interest that may accrue pursuant to **Sections 3.04** and **7.03**, respectively. Stated Interest on each Note will (i) accrue from, and including, the most recent date to which Stated Interest has been paid or duly provided for (or, if no Stated Interest has theretofore been paid or duly provided for, the date set forth in the certificate representing such Note as the date from, and including, which Stated Interest will begin to accrue in such circumstance) to, but excluding, the date of payment of such Stated Interest; and (ii) be, subject to **Sections 4.02(D)**, **4.03(E)** and **5.02(D)** (but without duplication of any payment of interest), payable quarterly in arrears on each Interest Payment Date, beginning on the first Interest Payment Date set forth in the certificate representing such Note, to the Holder of such Note as of the Close of Business on the immediately preceding Regular Record Date. Stated Interest, and, if applicable, Additional Interest and Special Interest, on the Notes will be computed on the basis of a 360-day year comprised of twelve 30-day months. Any references in this Indenture to accrued interest and unpaid on or in respect of any Note shall be deemed to refer to the amount of such interest that has accrued and that has not been paid in cash or in PIK Notes (including both the cash interest and PIK Interest portions thereof).

(B) *Defaulted Amounts*. If the Company fails to pay any amount (a "**Defaulted Amount**") payable on a Note on or before the due date therefor as provided in this Indenture, then, regardless of whether such failure constitutes an Event of Default, (i) such Defaulted Amount will forthwith cease to be payable to the Holder of such Note otherwise entitled to such payment; (ii) to the extent lawful, interest ("**Default Interest**") will accrue on such Defaulted Amount at a rate per annum equal to the rate per annum at which Stated Interest accrues, from, and including, such due date to, but excluding, the date of payment of such Defaulted Amount and Default Interest, which Default Interest shall be payable solely in cash; (iii) such Defaulted Amount and Default Interest will be paid on a payment date selected by the Company to the Holder of such Note as of the Close of Business on a special record date selected by the Company, *provided* that such special record date must be no more than 15, nor less than ten, calendar days before such payment date; and (iv) at least 15 calendar days before such special record date, the Company will send notice to the Trustee and the Holders that states such special record date, such payment date and the amount of such Defaulted Amount and Default Interest to be paid on such payment date.

(C) *Delay of Payment when Payment Date is Not a Business Day*. If the due date for a payment on a Note as provided in this Indenture is not a Business Day, then, notwithstanding anything to the contrary in this Indenture or the Notes, such payment may be made on the immediately following Business Day and no interest will accrue on such payment as a result of the related delay. Solely for purposes of the immediately preceding sentence, a day on which the applicable Place of Payment is authorized or required by law or executive order to close or be closed will be deemed not to be a "Business Day."

SECTION 2.06 REGISTRAR, PAYING AGENT AND CONVERSION AGENT.

(A) *Generally*. The Company will maintain (i) an office or agency in the contiguous United States where Notes may be presented for registration of transfer or for exchange (the "**Registrar**"); (ii) an office or agency in the contiguous United States where Notes may be presented for payment (the "**Paying Agent**"); and (iii) an office or agency in the contiguous United States where Notes may be presented for conversion (the "**Conversion Agent**"). If the Company fails to maintain a Registrar, Paying Agent or Conversion Agent, then the Trustee will act as such and shall be entitled to receive compensation therefor in accordance with this Indenture and any other agreement between the Trustee and the Company. For the avoidance of doubt, the Company or any of its Subsidiaries may act as Registrar, Paying Agent or Conversion Agent without prior notice to Holders.

(B) *Duties of the Registrar*. The Registrar will keep a record (the "**Register**") of the names and addresses of the Holders, the Notes held by each Holder and the transfer, exchange, repurchase, Redemption and conversion of Notes. Absent manifest error, the entries in the Register will be conclusive and the Company and the Trustee may treat each Person whose name is recorded as a Holder in the Register as a Holder for all purposes. The Register will be in written form or in any form capable of being converted into written form reasonably promptly.

(C) *Co-Agents; Company's Right to Appoint Successor Registrars, Paying Agents and Conversion Agents*. The Company may appoint one or more co-Registrars, co-Paying Agents and co-Conversion Agents, each of whom will be deemed to be a Registrar, Paying Agent or Conversion Agent, as applicable, under this Indenture. Subject to **Section 2.06(A)**, the Company may change any Registrar, Paying Agent or Conversion Agent (including appointing itself or any of its Subsidiaries to act in such capacity) without notice to any Holder. The Company will notify the Trustee (and, upon request, any Holder) of the name and address of each Note Agent, if any, not a party to this Indenture and will enter into an appropriate agency agreement with each such Note Agent, which agreement will implement the provisions of this Indenture that relate to such Note Agent.

(D) *Initial Appointments*. The Company appoints the Trustee as the initial Paying Agent, the initial Registrar and the initial Conversion Agent.

SECTION 2.07 PAYING AGENT AND CONVERSION AGENT TO HOLD PROPERTY IN TRUST.

The Company will require each Paying Agent or Conversion Agent that is not the Trustee to agree in writing that such Note Agent will (A) hold in trust for the benefit of Holders or the Trustee all money and other property held by such Note Agent for payment or delivery due on the Notes; and (B) notify the Trustee of any default by the Company in making any such payment or delivery.

The Company, at any time, may, and the Trustee, while any Default continues, may, require a Paying Agent or Conversion Agent to pay or deliver, as applicable, all money and other property held by it to the Trustee, after which payment or delivery, as applicable, such Note Agent (if not the Company or any of its Subsidiaries) will have no further liability for such money or property. If the Company or any of its Subsidiaries acts as Paying Agent or Conversion Agent, then (A) it will segregate and hold in a separate trust fund for the benefit of the Holders or the Trustee all money and other property held by it as Paying Agent or Conversion Agent; and (B) references in this Indenture or the Notes to the Paying Agent or Conversion Agent holding cash or other property, or to the delivery of cash or other property to the Paying Agent or Conversion Agent, in each case for payment or delivery to any Holders or the Trustee or with respect to the Notes, will be deemed to refer to cash or other property so segregated and held separately, or to the segregation and separate holding of such cash or other property, respectively. Upon the occurrence of any event pursuant to in **clause (viii)** or **(ix)** of **Section 7.01(A)** with respect to the Company (or with respect to any Subsidiary of the Company acting as Paying Agent or Conversion Agent), the Trustee will serve as the Paying Agent and Conversion Agent, as applicable, for the Notes.

SECTION 2.08 HOLDER LISTS.

If the Trustee is not the Registrar, the Company will furnish to the Trustee, no later than seven Business Days before each Interest Payment Date, and at such other times as the Trustee may request, a list, in such form and as of such date or time as the Trustee may reasonably require, of the names and addresses of the Holders.

SECTION 2.09 LEGENDS.

(A) *Global Note Legend*. Each Global Note will bear the Global Note Legend (or any similar legend, not inconsistent with this Indenture, required by the Depositary for such Global Note).

(B) *Non-Affiliate Legend*. Each Note will bear the Non-Affiliate Legend. For the avoidance of doubt, such Non-Affiliate Legend shall be deemed to be removed when the Restricted Note Legend is removed or deemed to be removed.

(C) *Restricted Note Legend*. Subject to **Section 2.12**,

(i) each Note that is a Transfer-Restricted Note will bear the Restricted Note Legend; and

(ii) if a Note is issued in exchange for, in substitution of, or to effect a partial conversion of, another Note (such other Note being referred to as the "old Note" for purposes of this Section 2.09(C)(ii)), including pursuant to **Section 2.10(B)**, **2.10(C)**, **2.11** or **2.13**, such Note will bear the Restricted Note Legend if such old Note bore the Restricted Note Legend at the time of such exchange or substitution, or on the related Conversion Date with respect to such conversion, as applicable; *provided, however*, that such Note need not bear the Restricted Note Legend if such Note does not constitute a Transfer-Restricted Note immediately after such exchange or substitution, or as of such Conversion Date, as applicable.

(D) *Other Legends*. A Note may bear any other legend or text, not inconsistent with this Indenture, as may be required by applicable law or by any securities exchange or automated quotation system on which such Note is traded or quoted.

(E) *Acknowledgement and Agreement by the Holders*. A Holder's acceptance of any Note bearing any legend required by this **Section 2.09** will constitute such Holder's acknowledgement of, and agreement to comply with, the restrictions set forth in such legend.

(F) *Restricted Stock Legend*.

(i) Each Conversion Share will bear the Restricted Stock Legend if the Note upon the conversion of which such Conversion Share was issued was (or would have been had it not been converted) a Transfer-Restricted Note at the time such Conversion Share was issued; *provided, however*, that such Conversion Share need not bear the Restricted Stock Legend if the Company determines, in its reasonable discretion, that such Conversion Share need not bear the Restricted Stock Legend.

(ii) Notwithstanding anything to the contrary in this **Section 2.09(F)**, a Conversion Share need not bear a Restricted Stock Legend if such Conversion Share is issued in an uncertificated form that does not permit affixing legends thereto, provided the Company takes measures (including the assignment thereto of a "restricted" CUSIP number) that it reasonably deems appropriate to enforce the transfer restrictions referred to in the Restricted Stock Legend.

SECTION 2.10 TRANSFERS AND EXCHANGES; CERTAIN TRANSFER RESTRICTIONS.

(A) *Provisions Applicable to All Transfers and Exchanges*.

(i) Subject to this **Section 2.10**, Physical Notes and beneficial interests in Global Notes may be transferred or exchanged from time to time and the Registrar will record each such transfer or exchange in the Register.

(ii) Each Note issued upon transfer or exchange of any other Note (such other Note being referred to as the "old Note" for purposes of this **Section 2.10(A)(ii)**) or portion thereof in accordance with this Indenture will be the valid obligation of the Company, evidencing the same indebtedness, and entitled to the same benefits under this Indenture, as such old Note or portion thereof, as applicable.

(iii) The Company, the Trustee and the Note Agents will not impose any service charge on any Holder for any exchange or registration of transfer of Notes as a result of the name of the Holder of new Notes issued upon such exchange or registration of transfer being different from the name of the Holder of the old Notes surrendered for exchange or registration of transfer, or in connection with any conversion of Notes, but the Company, the Trustee, the Registrar and the Conversion Agent may require payment of a sum sufficient to cover any transfer tax or similar governmental charge that may be imposed in connection with any transfer, exchange or conversion of Notes, other than exchanges pursuant to **Sections 2.11**, **2.17** or **8.05** not involving any transfer.

(iv) Notwithstanding anything to the contrary in this Indenture or the Notes, a Note may not be transferred or exchanged in part unless the portion to be so transferred or exchanged is in an Authorized Denomination.

(v) The Trustee will have no obligation or duty to monitor, determine or inquire as to compliance with any transfer restrictions imposed under this Indenture or applicable law with respect to any Note, other than to require the delivery of such certificates or other documentation or evidence as expressly required by this Indenture and to examine the same to determine substantial compliance as to form with the requirements of this Indenture.

(vi) Each Note issued upon transfer of, or in exchange for, another Note will bear each legend, if any, required by **Section 2.09**.

(vii) Upon satisfaction of the requirements of this Indenture to effect a transfer or exchange of any Note, the Company will cause such transfer or exchange to be effected as soon as reasonably practicable but in no event later than the second Business Day after the date of such satisfaction.

(viii) For the avoidance of doubt, and subject to the terms of this Indenture, as used in this **Section 2.10**, an "exchange" of a Global Note or a Physical Note includes (x) an exchange effected for the sole purpose of removing any Restricted Note Legend affixed to such Global Note or Physical Note; and (y) if such Global Note or a Physical Note is identified by a "restricted" CUSIP number, an exchange effected for the sole purpose of causing such Global Note or a Physical Note to be identified by an "unrestricted" CUSIP number.

(ix) Neither the Trustee nor any Note Agent will have any responsibility for any action taken or not taken by the Depositary.

(x) The Trustee and the Paying Agent will have no responsibility or obligation to any beneficial owner of a Global Note or a Depositary Participant or other Person with respect to the accuracy of the records of the Depositary or its nominee or of any participant or member thereof with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depositary) of any notice (including any Redemption Notice) or the payment of any amount, under or with respect to such Notes. The rights of beneficial owners in any Global Note will be exercised only through the Depositary subject to the Depositary Procedures. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners.

(B) *Transfers and Exchanges of Global Notes*.

(i) Subject to the immediately following sentence, no Global Note may be transferred or exchanged in whole except (x) by the Depositary to a nominee of the Depositary; (y) by a nominee of the Depositary to the Depositary or to another nominee of the Depositary; or (z) by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. No Global Note (or any portion thereof) may be transferred to, or exchanged for, a Physical Note; *provided, however*, that a Global Note will be exchanged, pursuant to customary procedures, for one or more Physical Notes if:

(1) (x) the Depositary notifies the Company or the Trustee that the Depositary is unwilling or unable to continue as depositary for such Global Note or (y) the Depositary ceases to be a "clearing agency" registered under Section 17A of the Exchange Act and, in each case, the Company fails to appoint a successor Depositary within 90 days of such notice or cessation;

(2) an Event of Default has occurred and is continuing and the Company, the Trustee or the Registrar has received a written request from the Depositary, or from an owner of a beneficial interest in such Global Note, to exchange such Global Note or beneficial interest, as applicable, for one or more Physical Notes; or

(3) the Company, in its sole discretion, permits the exchange of any beneficial interest in such Global Note for one or more Physical Notes at the request of the owner of such beneficial interest.

(ii) Upon satisfaction of the requirements of this Indenture to effect a transfer or exchange of any Global Note (or any portion thereof):

(1) the Trustee will reflect any resulting decrease of the principal amount of such Global Note by notation on the "Schedule of Exchanges of Interests in the Global Note" forming part of such Global Note (and, if such notation results in such Global Note having a principal amount of zero, the Company may (but is not required to) instruct the Trustee to cancel such Global Note pursuant to **Section 2.15**);

(2) if required to effect such transfer or exchange, then the Trustee will reflect any resulting increase of the principal amount of any other Global Note by notation on the "Schedule of Exchanges of Interests in the Global Note" forming part of such other Global Note;

(3) if required to effect such transfer or exchange, then the Company will issue, execute and deliver, and the Trustee will authenticate, in each case in accordance with **Section 2.02**, a new Global Note bearing each legend, if any, required by **Section 2.09**; and

(4) if such Global Note (or such portion thereof), or any beneficial interest therein, is to be exchanged for one or more Physical Notes, then the Company will issue, execute and deliver, and the Trustee will authenticate, in each case in accordance with **Section 2.02**, one or more Physical Notes that are in Authorized Denominations (not to exceed, in the aggregate, the principal amount of such Global Note to be so exchanged), are registered in such name(s) as the Depositary specifies (or as otherwise determined pursuant to customary procedures) and bear each legend, if any, required by **Section 2.09**.

(iii) Each transfer or exchange of a beneficial interest in any Global Note will be made in accordance with the Depositary Procedures.

(C) *Transfers and Exchanges of Physical Notes*.

(i) Subject to this **Section 2.10**, a Holder of a Physical Note may (x) transfer such Physical Note (or any portion thereof in an Authorized Denomination) to one or more other Person(s); (y) exchange such Physical Note (or any portion thereof in an Authorized Denomination) for one or more other Physical Notes in Authorized Denominations having an aggregate principal amount equal to the aggregate principal amount of the Physical Note (or portion thereof) to be so exchanged; and (z) if then permitted by the Depositary Procedures, transfer such Physical Note (or any portion thereof in an Authorized Denomination) in exchange for a beneficial interest in one or more Global Notes; *provided, however*, that, to effect any such transfer or exchange, such Holder must:

(1) surrender such Physical Note to be transferred or exchanged to the office of the Registrar, together with any endorsements or transfer instruments reasonably required by the Company, the Trustee or the Registrar; and

(2) deliver such certificates, documentation or evidence as may be required pursuant to **Section 2.10(D)**.

(ii) Upon the satisfaction of the requirements of this Indenture to effect a transfer or exchange of any Physical Note (such Physical Note being referred to as the "old Physical Note" for purposes of this **Section 2.10(C)(ii)**) of a Holder (or any portion of such old Physical Note in an Authorized Denomination):

(1) such old Physical Note will be promptly cancelled pursuant to **Section 2.15**;

(2) if such old Physical Note is to be transferred or exchanged only in part, then the Company will issue, execute and deliver, and the Trustee will authenticate, in each case in accordance with **Section 2.02**, one or more Physical Notes that (x) are in Authorized Denominations and have an aggregate principal amount equal to the principal amount of such old Physical Note not to be transferred or exchanged; (y) are registered in the name of such Holder; and (z) bear each legend, if any, required by **Section 2.09**;

(3) in the case of a transfer:

(a) to the Depositary or a nominee thereof that will hold its interest in such old Physical Note (or such portion thereof) to be so transferred in the form of one or more Global Notes, the Trustee will reflect an increase of the principal amount of one or more existing Global Notes by notation on the "Schedule of Exchanges of Interests in the Global Note" forming part of such Global Note(s), which increase(s) are in Authorized Denominations and aggregate to the principal amount to be so transferred, and which Global Note(s) bear each legend, if any, required by **Section 2.09**; *provided, however*, that if such transfer cannot be so effected by notation on one or more existing Global Notes (whether because no Global Notes bearing each legend, if any, required by **Section 2.09** then exist, because any such increase will result in any Global Note having an aggregate principal amount exceeding the maximum aggregate principal amount permitted by the Depositary or otherwise), then the Company will issue, execute and deliver, and the Trustee will authenticate, in each case in accordance with **Section 2.02**, one or more Global Notes that (x) are in Authorized Denominations and have an aggregate principal amount equal to the principal amount to be so transferred; and (y) bear each legend, if any, required by **Section 2.09**; and

(b) to a transferee that will hold its interest in such old Physical Note (or such portion thereof) to be so transferred in the form of one or more Physical Notes, the Company will issue, execute and deliver, and the Trustee will authenticate, in each case in accordance with **Section 2.02**, one or more Physical Notes that (x) are in Authorized Denominations and have an aggregate principal amount equal to the principal amount to be so transferred; (y) are registered in the name of such transferee; and (z) bear each legend, if any, required by **Section 2.09**; and

(4) in the case of an exchange, the Company will issue, execute and deliver, and the Trustee will authenticate, in each case in accordance with **Section 2.02**, one or more Physical Notes that (x) are in Authorized Denominations and have an aggregate principal amount equal to the principal amount to be so exchanged; (y) are registered in the name of the Person to whom such old Physical Note was registered; and (z) bear each legend, if any, required by **Section 2.09**.

(D) *Requirement to Deliver Documentation and Other Evidence*. If a Holder of any Note that is identified by a "restricted" CUSIP number or that bears a Restricted Note Legend or is a Transfer-Restricted Note requests to:

(i) cause such Note to be identified by an "unrestricted" CUSIP number;

(ii) remove such Restricted Note Legend; or

(iii) register the transfer of such Note to the name of another Person;

then the Company, the Trustee and the Registrar may refuse to effect such identification, removal or transfer, as applicable, unless there is delivered to the Company, the Trustee and the Registrar such certificates or other documentation or evidence as the Company, the Trustee or the Registrar may reasonably require for the Company to determine that such identification, removal or transfer, as applicable, complies with the Securities Act and other applicable securities laws; *provided, however*, that no such certificates, documentation or evidence need be so delivered (w) on and after the Free Trade Date unless the Company determines, in its reasonable discretion, that such Note is not eligible to be offered, sold or otherwise transferred pursuant to Rule 144 or otherwise without any requirements as to volume, manner of sale, availability of current public information or notice under the Securities Act; (x) in connection with any transfer of such Note pursuant to Rule 144A; (y) in connection with any transfer of such Note to the Company or one of its Subsidiaries; or (z) in connection with any transfer of such Note pursuant to an effective registration statement under the Securities Act. All Notes presented or surrendered for registration of transfer or exchange will be duly endorsed, or accompanied by a written instrument or instruments of transfer in accordance with the Trustee's customary procedures, and such Notes will be duly endorsed by the Holder thereof or such Holder's attorney duly authorized in writing, in each case subject to the Depositary Procedures in the case of any Global Note. Except as otherwise provided in this Indenture, and in addition to the requirements set forth in the Restricted Note Legend, in connection with any transfer of a Transfer-Restricted Note, any request for transfer thereof will be accompanied by a certification to the Trustee relating to the manner of such transfer substantially in the form of the "Transferor Acknowledgement" set forth in **Exhibit A**.

(E) *Transfers of Notes Subject to Redemption, Repurchase or Conversion*. Notwithstanding anything to the contrary in this Indenture or the Notes, the Company, the Trustee and the Registrar will not be required to register the transfer of or exchange any Note that (i) has been surrendered for conversion, except to the extent that any portion of such Note is not subject to conversion; (ii) is subject to a Fundamental Change Repurchase Notice validly delivered, and not withdrawn, pursuant to **Section 4.02(F)**, except to the extent that any portion of such Note is not subject to such notice or the Company fails to pay the applicable Fundamental Change Repurchase Price when due; (iii) has been selected for Redemption pursuant to a Redemption Notice, except to the extent that any portion of such Note is not subject to Redemption or the Company fails to pay the applicable Redemption Price when due; or (iv) is subject to a Asset Sale Repurchase Notice validly delivered, and not withdrawn, pursuant to **Section 3.09(E)**, except to the extent that any portion of such Note is not subject to such notice or the Company fails to pay the applicable Asset Sale Excess Proceeds Offer Price when due.

SECTION 2.11 EXCHANGE AND CANCELLATION OF NOTES TO BE CONVERTED, REDEEMED OR REPURCHASED.

(A) *Partial Conversions, Redemptions and Repurchases of Physical Notes*. If only a portion of a Physical Note of a Holder is to be converted pursuant to **Article 5** or repurchased pursuant to a Repurchase Upon Fundamental Change, Repurchase Upon Asset Sale or Redemption, then, as soon as reasonably practicable after such Physical Note is surrendered for such conversion, Redemption or repurchase, the Company will cause such Physical Note to be exchanged, pursuant and subject to **Section 2.10(C)**, for (i) one or more Physical Notes that are in Authorized Denominations and have an aggregate principal amount equal to the principal amount of such Physical Note that is not to be so converted, redeemed or repurchased, as applicable, and deliver such Physical Note(s) to such Holder; and (ii) a Physical Note having a principal amount equal to the principal amount to be so converted, redeemed or repurchased, as applicable, which Physical Note will be converted, redeemed or repurchased, as applicable, pursuant to the terms of this Indenture; *provided, however*, that the Physical Note referred to in this clause (ii) need not be issued at any time after which such principal amount subject to such conversion, Redemption or repurchase, as applicable, is deemed to cease to be outstanding pursuant to **Section 2.18**.

(B) *Cancellation of Converted, Redeemed and Repurchased Notes*.

(i) *Physical Notes*. If a Physical Note (or any portion thereof that has not theretofore been exchanged pursuant to **Section 2.11(A)**) of a Holder is to be converted pursuant to **Article 5** or repurchased pursuant to a Repurchase Upon Fundamental Change or Repurchase Upon Asset Sale or subject to Redemption, then, promptly after the later of the time such Physical Note (or such portion) is deemed to cease to be outstanding pursuant to **Section 2.18** and the time such Physical Note is surrendered for such conversion or repurchase, as applicable, (1) such Physical Note will be cancelled pursuant to **Section 2.15**; and (2) in the case of a partial conversion, Redemption or repurchase, the Company will issue, execute and deliver to such Holder, and the Trustee will authenticate, in each case in accordance with **Section 2.02**, one or more Physical Notes that (x) are in Authorized Denominations and have an aggregate principal amount equal to the principal amount of such Physical Note that is not to be so converted, redeemed or repurchased; (y) are registered in the name of such Holder; and (z) bear each legend, if any, required by **Section 2.09**.

(ii) *Global Notes*. If a Global Note (or any portion thereof) is to be converted pursuant to **Article 5** or repurchased pursuant to a Repurchase Upon Fundamental Change or Repurchase Upon Asset Sale or subject to Redemption, then, promptly after the time such Note (or such portion) is deemed to cease to be outstanding pursuant to **Section 2.18**, the Trustee will reflect a decrease of the principal amount of such Global Note in an amount equal to the principal amount of such Global Note to be so converted, redeemed or repurchased, as applicable, by notation on the "Schedule of Exchanges of Interests in the Global Note" forming part of such Global Note (and, if the principal amount of such Global Note is zero following such notation, cancel such Global Note pursuant to **Section 2.15**).

SECTION 2.12 REMOVAL OF TRANSFER RESTRICTIONS.

Without limiting the generality of any other provision of this Indenture (including **Section 3.04**), the Restricted Note Legend affixed to any Note will be deemed, pursuant to this **Section 2.12** and the footnote to such Restricted Note Legend, to be removed therefrom upon the Company's delivery to the Trustee of notice, signed on behalf of the Company by one of its Officers, to such effect (and, for the avoidance of doubt, such notice need not be accompanied by an Officer's Certificate or an Opinion of Counsel in order to be effective to cause such Restricted Note Legend to be deemed to be removed from such Note unless a new Note is to be authenticated in connection therewith). If such Note bears a "restricted" CUSIP or ISIN number at the time of such delivery, then, upon such delivery, such Note will be deemed, pursuant to this **Section 2.12** and the footnotes to the CUSIP and ISIN numbers set forth on the face of the certificate representing such Note, to thereafter bear the "unrestricted" CUSIP and ISIN numbers identified in such footnotes; *provided, however*, that if such Note is a Global Note and the Depositary thereof requires a mandatory exchange or other procedure to cause such Global Note to be identified by "unrestricted" CUSIP and ISIN numbers in the facilities of such Depositary, then (i) the Company will effect such exchange or procedure as soon as reasonably practicable; and (ii) for purposes of **Section 3.04** and the definition of Freely Tradable, such Global Note will not be deemed to be identified by "unrestricted" CUSIP and ISIN numbers until such time as such exchange or procedure is effected.

SECTION 2.13 REPLACEMENT NOTES.

If a Holder of any Note claims that such Note has been mutilated, lost, destroyed or wrongfully taken, then the Company will issue, execute and deliver, and the Trustee will authenticate, in each case in accordance with **Section 2.02**, a replacement Note upon surrender to the Trustee of such mutilated Note, or upon delivery to the Trustee of evidence of such loss, destruction or wrongful taking satisfactory to the Trustee and the Company. In the case of a lost, destroyed or wrongfully taken Note, the Company and the Trustee may require the Holder thereof to provide such security or indemnity that is reasonably satisfactory to the Company to protect the Company and the Trustee and that is reasonably satisfactory to the Trustee to protect from any loss that any of them may suffer if such Note is replaced.

Every replacement Note issued pursuant to this **Section 2.13** will be an additional obligation of the Company and will be entitled to all of the benefits of this Indenture equally and ratably with all other Notes issued under this Indenture.

SECTION 2.14 REGISTERED HOLDERS; CERTAIN RIGHTS WITH RESPECT TO GLOBAL NOTES.

Only the Holder of a Note will have rights under this Indenture as the owner of such Note. Without limiting the generality of the foregoing, Depositary Participants will have no rights as such under this Indenture with respect to any Global Note held on their behalf by the Depositary or its nominee, or by the Trustee as its custodian, and the Company, the Trustee and the Note Agents, and their respective agents, may treat the Depositary as the absolute owner of such Global Note for all purposes whatsoever; *provided, however*, that (A) the Holder of any Global Note may grant proxies and otherwise authorize any Person, including Depositary Participants and Persons that hold interests in Notes through Depositary Participants, to take any action that such Holder is entitled to take with respect to such Global Note under this Indenture or the Notes; and (B) the Company and the Trustee, and their respective agents, may give effect to any written certification, proxy or other authorization furnished by the Depositary.

SECTION 2.15 CANCELLATION.

Without limiting the generality of **Section 3.07**, the Company may at any time deliver Notes to the Trustee for cancellation. The Registrar, the Paying Agent and the Conversion Agent will forward to the Trustee each Note duly surrendered to them for transfer, exchange, payment or conversion. The Trustee will promptly cancel all Notes so surrendered to it accordance with its customary procedures. Without limiting the generality of **Section 2.03(B)**, the Company may not originally issue new Notes to replace Notes that it has paid or that have been cancelled upon transfer, exchange, payment or conversion.

SECTION 2.16 NOTES HELD BY THE COMPANY OR ITS SUBSIDIARIES.

In determining whether the Holders of the required aggregate principal amount of Notes have concurred in any direction, waiver or consent or other action under this Indenture, Notes owned by the Company or any of its Subsidiaries will be deemed not to be outstanding; *provided, however*, that, for purposes of determining whether the Trustee is protected in relying on any such direction, waiver or consent or other action under this Indenture, only Notes that a Responsible Officer of the Trustee knows are so owned will be so disregarded. For the avoidance of doubt, no Notes held by the Designated Holder shall be disregarded pursuant to this **Section 2.16**.

SECTION 2.17 TEMPORARY NOTES.

Until Physical Notes are ready for delivery, the Company may issue, execute and deliver, and the Trustee will authenticate, in each case in accordance with **Section 2.02**, temporary Notes. Temporary Notes will be substantially in the form of Physical Notes but may have variations that the Company considers appropriate for temporary Notes. The Company will promptly prepare, issue, execute and deliver, and the Trustee will authenticate, in each case in accordance with **Section 2.02**, Physical Notes in exchange for temporary Notes. Until so exchanged, each temporary Note will in all respects be entitled to the same benefits under this Indenture as Physical Notes.

SECTION 2.18 OUTSTANDING NOTES.

(A) *Generally*. The Notes that are outstanding at any time will be deemed to be those Notes that, at such time, have been duly executed and authenticated (including by increasing the principal amount of any then outstanding Global Note pursuant to **Section 2.21)**, excluding those Notes (or portions thereof) that have theretofore been (i) cancelled by the Trustee or delivered to the Trustee for cancellation in accordance with **Section 2.15**; (ii) assigned a principal amount of zero by notation on the "Schedule of Exchanges of Interests in the Global Note" forming part of any a Global Note representing such Note; (iii) paid in full (including upon conversion) in accordance with this Indenture; or (iv) deemed to cease to be outstanding to the extent provided in, and subject to, **clause (B)**, **(C)** or **(D)** of this **Section 2.18**.

(B) *Replaced Notes*. If a Note is replaced pursuant to **Section 2.13**, then such Note will cease to be outstanding at the time of its replacement, unless the Trustee and the Company receive proof reasonably satisfactory to them that such Note is held by a "bona fide purchaser" under applicable law.

(C) *Maturing Notes and Notes Called for Redemption or Subject to Repurchase*. If, on a Redemption Date, a Fundamental Change Repurchase Date, Asset Sale Excess Proceeds Offer Purchase Date or the Maturity Date, the Paying Agent holds money sufficient to pay the aggregate Redemption Price, Fundamental Change Repurchase Price, Asset Sale Excess Proceeds Offer Price or principal amount, respectively, together, in each case, with the aggregate interest, in each case due on such date, then (unless there occurs a Default in the payment of any such amount) (i) the Notes (or portions thereof) to be redeemed or repurchased, or that mature, on such date will be deemed, as of such date, to cease to be outstanding, except to the extent provided in **Sections 4.02(D)**, **4.03(E)** or **5.02(D)**; and (ii) the rights of the Holders of such Notes (or such portions thereof), as such, will terminate with respect to such Notes (or such portions thereof), other than the right to receive the Redemption Price, Fundamental Change Repurchase Price, Asset Sale Excess Proceeds Offer Price or principal amount, as applicable, of, and accrued and unpaid interest on, such Notes (or such portions thereof), in each case as provided in this Indenture.

(D) *Notes to Be Converted*. At the Close of Business on the Conversion Date for any Note (or any portion thereof) to be converted, such Note (or such portion) will (unless there occurs a Default in the delivery of the Conversion Consideration or interest due, pursuant to **Section 5.03(B)** or **Section 5.02(D)**, upon such conversion) be deemed to cease to be outstanding, except to the extent provided in **Section 5.02(D)** or **Section 5.08**.

(E) *Cessation of Accrual of Interest*. Except as provided in **Sections 4.02(D)**, **4.03(E**) or **5.02(D)**, interest will cease to accrue on each Note from, and including, the date that such Note is deemed, pursuant to this **Section 2.18**, to cease to be outstanding, unless there occurs a default in the payment or delivery of any cash or other property due on such Note.

SECTION 2.19 REPURCHASES BY THE COMPANY.

Without limiting the generality of **Section 2.15**, the Company or its Subsidiaries may, directly or indirectly, from time to time, repurchase Notes in open-market purchases or otherwise without delivering notice to Holders.

SECTION 2.20 CUSIP AND ISIN NUMBERS.

Subject to **Section 2.12**, the Company may use one or more CUSIP or ISIN numbers to identify any of the Notes, and, if so, the Company and the Trustee will use such CUSIP or ISIN number(s) in notices to Holders; *provided, however*, that (i) each such notice will state that no representation is made by the Trustee as to the correctness or accuracy of any such CUSIP or ISIN number; and (ii) the effectiveness of any such notice will not be affected by any defect in, or omission of, any such CUSIP or ISIN number. The Company will promptly notify the Trustee of any change in the CUSIP or ISIN number(s) identifying any Notes.

SECTION 2.21 ISSUANCE OF PIK NOTES.

(A) In connection with any payment of interest in respect of the Notes that the Company is required pursuant to **Section 2.05** to effect payment of the portion of Stated Interest payable in the form of PIK Interest, the Company shall, without the consent of the Holders of the Notes, make such payment of PIK Interest by increasing the principal amount of the Global Notes to reflect such PIK Interest payable on such Global Notes or by issuing additional Physical Notes to Holders of Physical Notes to reflect such PIK Interest payable on such Physical Notes (the "**PIK Notes**") under this Indenture on the same terms and conditions as the Notes (in each case, a "**PIK Payment**"); and upon any PIK Payment being so effected, such portion of Stated Interest shall be deemed to have been paid in full; *provided* that any such amount of PIK Interest shall be rounded up to the nearest $1.00; *provided further* that in the case of any PIK Payment on a Global Note, the Company shall deliver a Company Order to the Trustee and the Trustee shall, upon receipt of such a Company Order, increase the principal amount of such Global Note by such PIK Payment. The Initial Notes and any PIK Notes shall be treated as a single class for all purposes under this Indenture, including directions, waivers, amendments, consents, liquidating distributions and offers to purchase, and none of the Holders of any Initial Notes or any PIK Notes shall have the right to vote or consent as a separate class on any matter to which such Holders are entitled to vote or consent. Any PIK Payment made with respect to an unrestricted Note shall be in the form of (i) with respect to owners of beneficial interests in an unrestricted Global Note, an increase of the principal amount of such unrestricted Global Note or (ii) with respect to Holders of unrestricted Physical Notes, by issuance of new unrestricted Physical Notes. Following an increase in the principal amount of the outstanding Global Notes as a result of a PIK Payment, the Global Notes shall bear interest on such increased principal amount from and after the date of such PIK Payment. Any PIK Notes issued as Physical Notes shall be dated as of the applicable Interest Payment Date and shall bear interest from and after such date. All PIK Notes issued pursuant to a PIK Payment shall be governed by, and subject to the terms, provisions and conditions of, this Indenture and shall have the same rights and benefits as the Notes issued on the Issue Date.

(B) With respect to any PIK Notes to be authenticated by the Trustee (including by increasing the principal amount of any Global Notes), the Company shall set forth in a Company Order, a copy of which shall be delivered to the Trustee at or prior to original issuance thereof, the following information:

(i) the aggregate principal amount of such PIK Notes to be authenticated and delivered pursuant to this Indenture;

(ii) the issue date (and the corresponding date from which interest shall accrue thereon and the first Interest Payment Date therefor), the CUSIP and/or ISIN number of such PIK Notes;

(iii) whether such PIK Notes shall be subject to the restrictions on transfer set forth herein relating to restricted Global Notes and restricted Physical Notes; and

(iv) (a) the principal amount of such PIK Notes to be issued by increasing the principal amount of the outstanding Global Notes held in book-entry form and (b) the principal amount of such PIK Notes to be issued by issuing new Physical Notes.

ARTICLE 3
COVENANTS

SECTION 3.01 PAYMENT ON NOTES.

(A) *Generally*. The Company will pay or cause to be paid all the principal of, the Redemption Price or Fundamental Change Repurchase Price or Asset Sale Excess Proceeds Offer Price for, interest on, and other amounts due with respect to, the Notes on the dates and in the manner set forth in this Indenture.

(B) *Deposit of Funds*. Before 11:00 A.M., New York City time, on each Fundamental Change Repurchase Date, Asset Sale Excess Proceeds Offer Purchase Date, Redemption Date or Interest Payment Date, and on the Maturity Date or any other date on which any cash amount is due on the Notes, the Company will deposit, or will cause there to be deposited, with the Paying Agent cash, in funds immediately available on such date, sufficient to pay the cash amount due on the applicable Notes on such date. The Paying Agent will return to the Company, as soon as practicable, any money not required for such purpose.

SECTION 3.02 EXCHANGE ACT REPORTS.

(A) *Generally*. The Company will send to the Trustee copies of all reports that the Company is required to file with the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act within 15 calendar days after the date that the Company is required to file the same (after giving effect to all applicable grace periods under the Exchange Act); *provided, however*, that the Company need not send to the Trustee any material for which the Company has received, or is seeking in good faith and has not been denied, confidential treatment by the SEC. Any report that the Company files with the SEC through the EDGAR system (or any successor thereto) will be deemed to be sent to the Trustee at the time such report is so filed via the EDGAR system (or such successor). Upon the request of any Holder, the Company will provide to such Holder a copy of any report that the Company has sent the Trustee pursuant to this **Section 3.02(A)**, other than a report that is deemed to be sent to the Trustee pursuant to the preceding sentence.

(B) *Trustee's Disclaimer*. The Trustee will not be responsible for determining whether the Company has filed any material via the EDGAR system (or such successor) or for the timeliness of its content. The sending or filing of reports, information and documents pursuant to **Section 3.02(A)** is for informational purposes only and the information and the Trustee's receipt of the foregoing will not be deemed to constitute actual or constructive notice to the Trustee of any information contained, or determinable from information contained, therein, including the Company's compliance with any of its covenants under this Indenture (as to which the Trustee is entitled to rely exclusively on an Officer's Certificate). The Trustee will have no obligation whatsoever to monitor or confirm, on a continuing basis or otherwise, the Company's compliance with its covenants under this Indenture or with respect to any reports or other documents filed with the SEC via the EDGAR system (or any successor thereto) or any other website, or to participate in any conference calls.

SECTION 3.03 RULE 144A INFORMATION.

If the Company is not subject to Section 13 or 15(d) of the Exchange Act at any time when any Notes or Conversion Shares are outstanding and constitute "restricted securities" (as defined in Rule 144), then the Company (or its successor) will promptly provide, to the Trustee and, upon written request, to any Holder, beneficial owner or prospective purchaser of such Notes or Conversion Shares, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act to facilitate the resale of such Notes or Conversion Shares pursuant to Rule 144A. The Company (or its successor) will take such further action as any Holder or beneficial owner of such Notes or Conversion Shares may reasonably request to enable such Holder or beneficial owner to sell such Notes or Conversion Shares pursuant to Rule 144A.

SECTION 3.04 ADDITIONAL INTEREST.

(A) *Accrual of Additional Interest*.

(i) If, at any time during the six-month period beginning on, and including, the date that is six months after the Issue Date:

(1) the Company fails to timely file any report (other than Form 8-K reports) that the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act (after giving effect to all applicable grace periods thereunder); or

(2) any Note is not otherwise Freely Tradable;

then Additional Interest payable solely in cash will accrue on such Note for each day during such period on which such failure is continuing or such Note is not Freely Tradable.

(ii) In addition, Additional Interest will accrue on a Note on each day on which such Note is not Freely Tradable on or after the De-Legending Deadline Date for such Note.

(B) *Amount and Payment of Additional Interest*. Any Additional Interest that accrues on a Note pursuant to **Section 3.04(A)** will be payable on the same dates and in the same manner as the portion of the Stated Interest on such Note required to be paid solely in cash and will accrue at a rate per annum equal to 0.25% of the principal amount thereof for the first 90 days on which Additional Interest accrues and, thereafter, at a rate per annum equal to 0.50% of the principal amount thereof; *provided, however*, that in no event will Additional Interest that may accrue as a result of the Company's failure to timely file any report (other than Form 8-K reports) that it is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, together with any Special Interest, accrue on any day on a Note at a combined rate per annum that exceeds 0.50%. For the avoidance of doubt, any Additional Interest that accrues on a Note will be in addition to the Stated Interest that accrues on such Note and, subject to the proviso of the immediately preceding sentence, in addition to any Special Interest that accrues on such Note.

(C) *Notice of Accrual of Additional Interest; Trustee's Disclaimer*. The Company will send notice to the Holder of each Note, and to the Trustee, of the commencement and termination of any period in which Additional Interest accrues on such Note. In addition, if Additional Interest accrues on any Note, then, no later than five Business Days before each date on which such Additional Interest is to be paid, the Company will deliver an Officer's Certificate to the Trustee and the Paying Agent stating (i) that the Company is obligated to pay Additional Interest on such Note on such date of payment; and (ii) the amount of such Additional Interest that is payable on such date of payment. The Trustee will have no duty to determine whether any Additional Interest is payable or the amount thereof.

(D) *Exclusive Remedy*. The accrual of Additional Interest will be the exclusive remedy available to Holders for the failure of their Notes to become Freely Tradable.

SECTION 3.05 COMPLIANCE AND DEFAULT CERTIFICATES.

(A) *Annual Compliance Certificate*. Within 120 days after December 31, 2023 and each fiscal year of the Company ending thereafter, the Company will deliver an Officer's Certificate to the Trustee stating whether any Default or Event of Default has occurred during the previous year or is continuing (and, if so, describing all such Defaults or Events of Default and what action the Company is taking or proposes to take with respect thereto).

(B) *Default Certificate*. If a Default or Event of Default occurs, then the Company will promptly deliver an Officer's Certificate to the Trustee describing the same and what action the Company is taking or proposes to take with respect thereto, except that the Company is not required to deliver such Officer's Certificate if such Default or Event of Default has been cured.

SECTION 3.06 STAY, EXTENSION AND USURY LAWS.

To the extent that it may lawfully do so, the Company (A) agrees that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law (wherever or whenever enacted or in force) that may affect the covenants or the performance of this Indenture; and (B) expressly waives all benefits or advantages of any such law and agrees that it will not, by resort to any such law, hinder, delay or impede the execution of any power granted to the Trustee by this Indenture, but will suffer and permit the execution of every such power as though no such law has been enacted.

SECTION 3.07 NOTES ACQUIRED BY THE COMPANY.

Any Notes that the Company or any of its Subsidiaries may repurchase pursuant to this Indenture will be considered outstanding for all purposes under this Indenture, except as provided in **Section 2.16**, unless and until such time the Company surrenders such Notes to the Trustee for cancellation and, upon receipt of a written order from the Company, the Trustee will cause all Notes so surrendered to be cancelled in accordance with **Section 2.15**. Any Note that is repurchased or owned by any Affiliate of the Company may not be resold by such Affiliate unless registered under the Securities Act or resold pursuant to an exemption from the registration requirements of the Securities Act in a transaction that results in such Note no longer being a "restricted security" (as defined in Rule 144).

SECTION 3.08 EXISTENCE.

Subject to **Article 6**, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

SECTION 3.09 MANDATORY ASSET SALE REPURCHASE OFFER.

(A) *Asset Sales*. If on any date the Company is required under the Credit Agreement, to make a mandatory repurchase offer of Notes from a portion of the Net Cash Proceeds from an Asset Sale or Recovery Event (as defined in the Credit Agreement) or from any other source of funds as has not been applied pursuant to the Credit Agreement ("**Asset Sale Excess Proceeds**") then, the Company shall, within ten Business Days thereof, (x) make an Asset Sale Excess Proceeds Offer to all Holders of Notes to purchase the maximum principal amount of Notes that may be purchased from such Asset Sale Excess Proceeds at the Asset Sale Excess Proceeds Offer Price. "**Asset Sale Excess Proceeds Offer Price**" means, as to any Notes to be purchased in any Asset Sale Excess Proceeds Offer, an amount equal to the sum of (i) the greater of (x) 100% of the principal amount of such Notes and (y) the Parity Amount of such Notes plus (ii) accrued and unpaid interest, if any, to and including the Asset Sale Excess Proceeds Offer Purchase Date (subject to the right of Holders of record on the relevant record date to receive interest due on an Interest Payment Date that is on or prior to the Asset Sale Excess Proceeds Offer Purchase Date) and (iii) the Asset Sale Excess Proceeds Repurchase Premium on such Notes. Such Asset Sale Excess Proceeds Offer will be payable in cash.

(B) *Asset Sales Purchase Date*. On the Asset Sale Excess Proceeds Offer Purchase Date, the Company will deposit with the Paying Agent such amount as will enable (i) the Trustee, to the extent of the Notes tendered in such Asset Sale Excess Proceeds Offer, to apply the Asset Sale Excess Proceeds to the repurchase, at the applicable Asset Sale Excess Proceeds Offer Price, of Notes validly tendered and accepted for purchase in the Asset Sale Excess Proceeds Offer. For the avoidance of doubt, the Company's making of any Asset Sale Excess Proceeds Offer shall not constitute a redemption of Notes pursuant to **Article 4** or **paragraph 7** of the Notes.

(C) *Asset Sales Partial Repurchase*. If any Asset Sale Excess Proceeds remain after consummation of an Asset Sale Excess Proceeds Offer, the Company may use those Asset Sale Excess Proceeds for any purpose not otherwise prohibited by this Indenture. If the aggregate Asset Sale Excess Proceeds Offer Price payable with respect to the aggregate principal amount of Notes tendered into such Asset Sale Excess Proceeds Offer exceeds the Asset Sale Excess Proceeds, the Trustee will select the Notes to be purchased on a *pro rata* basis on the basis of the aggregate principal amount of validly tendered Notes, subject to the Depositary Procedures. Upon surrender of a Note that is repurchased in part, the Company shall issue in the name of the applicable Holder and the Trustee shall authenticate for such Holder at the expense of the Company a new Note equal in principal amount to the non-repurchased portion of the Note surrendered. Upon completion of each Asset Sale Excess Proceeds Offer, the amount of Asset Sale Excess Proceeds will be reset at zero.

(D) *Asset Sales Excess Proceeds Offer*. In the event that, pursuant to this **Section 3.09** hereof, the Company shall be required to commence an offer (an "**Asset Sale Excess Proceeds Offer**"*)* to all Holders to purchase the maximum principal amount of Notes that may be purchased at the Asset Sale Excess Proceeds Offer Price (the "**Asset Sale Excess Proceeds Offer Amount**"*),* the Company shall follow the procedures specified below:

(i) The Asset Sale Excess Proceeds Offer shall remain open for a period of 20 Business Days following its commencement and no longer, except to the extent that a longer period is required by applicable law (the "**Asset Sale Excess Proceeds Offer Period**"*).* No later than five Business Days after the termination of the Asset Sale Excess Proceeds Offer Period (the "**Asset Sale Excess Proceeds Offer Purchase Date**"), the Company shall purchase and pay the Asset Sale Excess Proceeds Offer Price with respect to all Notes validly tendered and accepted for purchase, or if the amount of Notes validly tendered at the Asset Sale Excess Proceeds Offer Price with respect to all Notes validly tendered is greater than the Asset Sale Excess Proceeds Offer Amount, the Company shall purchase and pay for Notes validly tendered at the Asset Sale Excess Proceeds Offer Price in an aggregate amount equal to the Asset Sale Excess Proceeds Amount. Payment for any Notes so purchased shall be made in the manner prescribed in the Notes.

(ii) On or before the tenth (10^{th}) Business Day after the occurrence of an Asset Sale generating Asset Sale Excess Proceeds, the Company will send to each Holder in writing, with a copy to the Trustee, the Paying Agent and the Conversion Agent, a notice of such Asset Sale (an "**Asset Sale Notice**"). Such Asset Sale Notice must state:

(1) that the Asset Sale Excess Proceeds Offer is being made pursuant to this **Section 3.09** hereof, and the length of time the Asset Sale Excess Proceeds Offer shall remain open, including the time and date the Asset Sale Excess Proceeds Offer will terminate (the "**Asset Sale Excess Proceeds Termination Date**") ;

(2) the Asset Sale Excess Proceeds Offer Price;

(3) that the aggregate amount to be applied to purchase the Notes in the Asset Sale Excess Proceeds Offer will consist of an amount equal to the applicable Asset Sale Excess Proceeds and specifying such amount;

(4) that any Note not tendered or accepted for payment shall continue to accrue interest;

(5) that, unless the Company defaults in making such payment, any Note accepted for payment pursuant to the Asset Sale Excess Proceeds Offer shall cease to accrue interest after the Asset Sale Excess Proceeds Offer Purchase Date;

(6) that Holders electing to have a Note purchased pursuant to any Asset Sale Excess Proceeds Offer shall be required to surrender the Note, properly endorsed for transfer, together with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed and such customary documents as the Company may reasonably request, to the Company or a Paying Agent at the address specified in the notice, before the Asset Sale Excess Proceeds Termination Date;

(7) that Holders shall be entitled to withdraw their election if the Company or the Paying Agent, as the case may be, receives, prior to the Asset Sale Excess Proceeds Termination Date, an email, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

(8) that, if the aggregate principal amount of Notes surrendered by Holders at the Asset Sale Excess Proceeds Offer Price exceeds the Asset Sale Excess Proceeds Offer Amount, the Trustee shall select the Notes to be purchased on a pro rata basis on the basis of the aggregate principal amount of validly tendered Notes (with such adjustments as may be deemed appropriate by the Trustee so that only Notes in denominations of $1.00, or integral multiples of $1.00 in excess of $1.00, shall be purchased); and

(9) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to $1.00 in principal amount or an integral multiple of $1.00 in excess of $1.00.

If any of the Notes subject to an Asset Sale Excess Proceeds Offer is in the form of a Global Note, then the Company shall modify such notice to the extent necessary to accord with the Depositary Procedures applicable to repurchases.

Neither the failure to deliver an Asset Sale Notice nor any defect in an Asset Sale Notice will limit the right of any Holder to an Asset Sale Excess Proceeds Offer or otherwise affect the validity of any proceedings relating to any Asset Sale Excess Proceeds Offer.

(E) *Procedures to Participate in the Asset Sale Excess Proceeds Offer*.

(i) *Delivery of Asset Sale Repurchase Notice and Notes to Be Repurchased*. To exercise its right to participate in the Asset Sale Excess Proceeds Offer (the "**Asset Sale Repurchase Right**") for a Note following an Asset Sale generating Asset Sale Excess Proceeds, the Holder thereof must deliver to the Paying Agent:

(1) before the Close of Business on the Business Day immediately before the related Asset Sale Excess Proceeds Offer Purchase Date (or such later time as may be required by law), a duly completed, written Asset Sale Repurchase Notice with respect to such Note; and

(2) such Note, duly endorsed for transfer (if such Note is a Physical Note) or by book-entry transfer (if such Note is a Global Note);

provided, *however*, that if such Note is a Global Note, then the delivery of such Asset Sale Repurchase Notice must comply with the Depositary Procedures (and any such Asset Sale Repurchase Notice delivered in compliance with the Depositary Procedures will be deemed to satisfy the requirements of this **Section 3.09(E)**).

The Paying Agent will promptly deliver to the Company a copy of each Asset Sale Repurchase Notice that it receives.

(ii) *Contents of an Asset Sale Repurchase Notice*. Each Asset Sale Repurchase Notice with respect to a Note must state:

(1) if such Note is a Physical Note, the certificate number of such Note;

(2) the principal amount of such Note to be repurchased, which must be an Authorized Denomination; and

(3) that such Holder is exercising its Asset Sale Repurchase Right with respect to such principal amount of such Note;

provided, *however*, that if such Note is a Global Note, then such Asset Sale Repurchase Notice must comply with the Depositary Procedures (and any such Asset Sale Repurchase Notice delivered in compliance with the Depositary Procedures will be deemed to satisfy the requirements of this **Section 3.09(E)**).

(iii) *Withdrawal of Asset Sale Repurchase Notice*. A Holder that has delivered an Asset Sale Repurchase Notice with respect to a Note may withdraw such Asset Sale Repurchase Notice by delivering a written notice of withdrawal to the Paying Agent at any time before the Close of Business on the Business Day immediately before the related Asset Sale Repurchase Date. Such withdrawal notice must state:

(1) if such Note is a Physical Note, the certificate number of such Note;

(2) the principal amount of such Note to be withdrawn, which must be an Authorized Denomination; and

(3) the principal amount of such Note, if any, that remains subject to such Asset Sale Repurchase Notice, which must be an Authorized Denomination;

provided, *however*, that if such Note is a Global Note, then such withdrawal notice and timing of delivery of such withdrawal notice must comply with the Depositary Procedures (and any such withdrawal notice delivered in compliance with the Depositary Procedures will be deemed to satisfy the requirements of this **Section 3.09(E)**).

Upon receipt of any such withdrawal notice with respect to a Note (or any portion thereof), the Paying Agent will (x) promptly deliver a copy of such withdrawal notice to the Company; and (y) if such Note is surrendered to the Paying Agent, cause such Note (or such portion thereof in accordance with **Section 2.11**, treating such Note as having been then surrendered for partial repurchase in the amount set forth in such withdrawal notice as remaining subject to repurchase) to be returned to the Holder thereof (or, if applicable with respect to any Global Note, cancel any instructions for book-entry transfer to the Company, the Trustee or the Paying Agent of the applicable beneficial interest in such Note in accordance with the Depositary Procedures).

(F) *Payment of the Asset Sale Excess Proceeds Offer Price*. Without limiting the Company's obligation to deposit the Asset Sale Excess Proceeds Offer Price within the time proscribed by **Section 3.09(D)**, the Company will cause the Asset Sale Excess Proceeds Offer Price for a Note (or portion thereof) to be repurchased pursuant to an Asset Sale Excess Proceeds Offer to be paid to the Holder thereof on or before the later of (i) the applicable Asset Sale Repurchase Date; and (ii) the date (x) such Note is delivered to the Paying Agent (in the case of a Physical Note) or (y) the Depositary Procedures relating to the repurchase, and the delivery to the Paying Agent, of such owner's beneficial interest in such Note to be repurchased are complied with (in the case of a Global Note). For the avoidance of doubt, interest payable pursuant to the proviso to **Section 3.09(D)** on any Note to be repurchased pursuant to an Asset Sale Excess Proceeds Offer must be paid pursuant to such proviso regardless of whether such Note is delivered or such Depositary Procedures are complied with pursuant to the first sentence of this **Section 3.09(F)**.

(G) *Compliance with Applicable Securities Laws*. To the extent applicable, the Company will comply in all material respects with all U.S. federal and state securities laws in connection with an Asset Sale Excess Proceeds Offer (including complying with Rules 13e-4 and 14e-1 under the Exchange Act and filing any required Schedule TO, to the extent applicable) so as to permit effecting such Asset Sale Excess Proceeds Offer in the manner set forth in this Indenture; *provided*, *however*, that, to the extent that the Company's obligations pursuant to this **Section 3.09** conflict with any law or regulation that is applicable to the Company and enacted after the Issue Date, the Company's compliance with such law or regulation will not be considered to be a Default of such obligations.

(H) *Repurchase in Part*. Subject to the terms of this **Section 3.09**, Notes may be repurchased pursuant to an Asset Sale Excess Proceeds Offer in part, but only in Authorized Denominations. Provisions of this **Section 3.09** applying to the repurchase of a Note in whole will equally apply to the repurchase of a permitted portion of a Note.

SECTION 3.10 REGISTRATION RIGHTS.

Upon the written request of Lynrock Lake Master Fund LP or any of its designated Affiliates (the "**Designated Holder**"), the Company shall, within 30 days thereafter, enter into a registration rights agreement with the Designated Holder (or, in lieu thereof, such Persons who certify to the Company that they are the beneficial owners of more than 50% in aggregate principal amount of the Notes), which shall contain customary terms and provide that:

(A) the Designated Holder (or, in lieu thereof, such Persons who certify to the Company that they are the beneficial owners of more than 50% in aggregate principal amount of the Notes) shall have customary demand, shelf and piggyback registration rights and obligations, including rights with respect to shelf registration on Form S-1 (or any similar or successor form) if the Company is not eligible to use Form S-3 (or any similar or successor form) at such time; and

(B) such registration rights shall include customary indemnities and the right to receive customary cooperation from the Company and its directors and officers in connection with any dispositions (which may take the form of underwritten offerings, block trades, derivative transactions and other lawful means of disposition) pursuant to the applicable registration statement(s) (including entering into customary agreements with underwriters and other counterparties and providing such underwriters and other counterparties with customary indemnities, opinions, certificates and due diligence cooperation). The Trustee shall have no obligation to determine beneficial ownership in connection with this **Section 3.10**.

SECTION 3.11 RESERVED.

SECTION 3.12 AFTER-ACQUIRED COLLATERAL.

From and after the Issue Date, if the Issuer or any Guarantor creates any additional security interest upon any properties or assets (other than Excluded Assets) pursuant to the Credit Agreement, the Issuer and each of the Guarantors shall grant a first-priority perfected security interest (subject to Permitted Liens) upon any such properties or assets, as security for the Notes Obligations, subject to the limitations and exceptions set forth in the Security Documents.

SECTION 3.13 FURTHER ASSURANCES.

As set forth in the Security Documents and this Indenture, the Issuer and the Guarantors shall, at their expense, duly execute and deliver, or cause to be duly executed and delivered, such further agreements, documents, instruments, financing and continuation statements (or equivalent statements) and amendments thereto and do or cause to be done such further acts as may be necessary or proper or reasonably requested by the Trustee or the Collateral Agent to evidence, perfect, maintain and enforce the security interests and the priority thereof in the Collateral in favor of the Collateral Agent for the benefit of the Notes Secured Parties, and to otherwise effectuate the provisions or purposes of this Indenture and the Security Documents.

ARTICLE 4
REPURCHASE AND REDEMPTION

SECTION 4.01 NO SINKING FUND.

No sinking fund is required to be provided for the Notes.

SECTION 4.02 RIGHT OF HOLDERS TO REQUIRE THE COMPANY TO REPURCHASE NOTES UPON A FUNDAMENTAL CHANGE.

(A) *Right of Holders to Require the Company to Repurchase Notes Upon a Fundamental Change*. Subject to the other terms of this **Section 4.02**, if a Fundamental Change occurs, then each Holder will have the right (the "**Fundamental Change Repurchase Right**") to require the Company to repurchase such Holder's Notes (or any portion thereof in an Authorized Denomination) on the Fundamental Change Repurchase Date for such Fundamental Change for a cash purchase price equal to the Fundamental Change Repurchase Price.

(B) *Repurchase Prohibited in Certain Circumstances*. If the principal amount of the Notes has been accelerated (except in the case of an acceleration resulting solely from a Default by the Company in the payment of the related Fundamental Change Repurchase Price, and any related interest pursuant to the proviso to **Section 4.02(D)**, on such Fundamental Change Repurchase Date) and such acceleration has not been rescinded on or before the Fundamental Change Repurchase Date for a Repurchase Upon Fundamental Change, then (i) the Company may not repurchase any Notes pursuant to this **Section 4.02**; and (ii) the Company will cause any Notes theretofore surrendered for such Repurchase Upon Fundamental Change to be returned to the Holders thereof (or, if applicable with respect to Global Notes, cancel any instructions for book-entry transfer to the Company, the Trustee or the Paying Agent of the applicable beneficial interest in such Notes in accordance with the Depositary Procedures).

(C) *Fundamental Change Repurchase Date*. The Fundamental Change Repurchase Date for any Fundamental Change will be a Business Day of the Company's choosing that is no more than 35, nor less than 20, Business Days after the date the Company sends the related Fundamental Change Notice pursuant to **Section 4.02(E)**.

(D) *Fundamental Change Repurchase Price*. The Fundamental Change Repurchase Price for any Note to be repurchased upon a Repurchase Upon Fundamental Change following a Fundamental Change is an amount in cash equal to (i) the greater of (x) the principal amount of such Note and (y) the Parity Amount of such Notes plus (ii) accrued and unpaid interest on such Note to, and including the Fundamental Change Repurchase Date for such Fundamental Change plus (iii) the Fundamental Change Repurchase Premium on such Note; *provided, however*, that if such Fundamental Change Repurchase Date is after a Regular Record Date and on or before the next Interest Payment Date, then (i) the Holder of such Note at the Close of Business on such Regular Record Date will be entitled, notwithstanding such Repurchase Upon Fundamental Change, to receive, on or, at the Company's election, before such Interest Payment Date, the unpaid interest that would have accrued on such Note to, but excluding, such Interest Payment Date (assuming, solely for these purposes, that such Note remained outstanding through such Interest Payment Date, if such Fundamental Change Repurchase Date is before such Interest Payment Date); and (ii) the Fundamental Change Repurchase Price will not include accrued and unpaid interest on such Note to, and including such Fundamental Change Repurchase Date. For the avoidance of doubt, if an Interest Payment Date is not a Business Day within the meaning of **Section 2.05(C)** and such Fundamental Change Repurchase Date occurs on the Business Day immediately after such Interest Payment Date, then (x) accrued and unpaid interest on Notes to, but excluding, such Interest Payment Date will be paid, in accordance with **Section 2.05(C)**, on the next Business Day to Holders as of the Close of Business on the immediately preceding Regular Record Date; and (y) the Fundamental Change Repurchase Price will include interest on Notes to be repurchased from, and including, such Interest Payment Date.

(E) *Fundamental Change Notice*. On or before the 20th calendar day after the occurrence of a Fundamental Change, the Company will send to each Holder in writing, with a copy to the Trustee, the Paying Agent and the Conversion Agent, a notice of such Fundamental Change (a "**Fundamental Change Notice**").

Such Fundamental Change Notice must state:

(i) briefly, the events causing such Fundamental Change;

(ii) the effective date of such Fundamental Change;

(iii) the procedures that a Holder must follow to require the Company to repurchase its Notes pursuant to this **Section 4.02**, including the deadline for exercising the Fundamental Change Repurchase Right and the procedures for submitting and withdrawing a Fundamental Change Repurchase Notice;

(iv) the Fundamental Change Repurchase Date for such Fundamental Change;

(v) the Fundamental Change Repurchase Price per $1.00 principal amount of Notes for such Fundamental Change (and, if such Fundamental Change Repurchase Date is after a Regular Record Date and on or before the next Interest Payment Date, the amount, manner and timing of the interest payment payable pursuant to the proviso to **Section 4.02(D)**);

(vi) the name and address of the Paying Agent and the Conversion Agent;

(vii) the Conversion Rate in effect on the date of such Fundamental Change Notice and a description and quantification of any adjustments to the Conversion Rate that may result from such Fundamental Change (including pursuant to **Section 5.07**);

(viii) that Notes for which a Fundamental Change Repurchase Notice has been duly tendered and not duly withdrawn must be delivered to the Paying Agent for the Holder thereof to be entitled to receive the Fundamental Change Repurchase Price;

(ix) that Notes (or any portion thereof) that are subject to a Fundamental Change Repurchase Notice that has been duly tendered may be converted only if such Fundamental Change Repurchase Notice is withdrawn in accordance with this Indenture;

(x) the CUSIP and ISIN numbers, if any, of the Notes; and

(xi) the "**Conversion Amount**" on the Scheduled Trading Day prior to the Redemption Date applicable to each $1,000 principal amount of a Note.

Neither the failure to deliver a Fundamental Change Notice nor any defect in a Fundamental Change Notice will limit the Fundamental Change Repurchase Right of any Holder or otherwise affect the validity of any proceedings relating to any Repurchase Upon Fundamental Change.

(F) *Procedures to Exercise the Fundamental Change Repurchase Right*.

(i) *Delivery of Fundamental Change Repurchase Notice and Notes to Be Repurchased*. To exercise its Fundamental Change Repurchase Right for a Note following a Fundamental Change, the Holder thereof must deliver to the Paying Agent:

(1) before the Close of Business on the Business Day immediately before the related Fundamental Change Repurchase Date (or such later time as may be required by law), a duly completed, written Fundamental Change Repurchase Notice with respect to such Note; and

(2) such Note, duly endorsed for transfer (if such Note is a Physical Note) or by book-entry transfer (if such Note is a Global Note).

The Paying Agent will promptly deliver to the Company a copy of each Fundamental Change Repurchase Notice that it receives.

(ii) *Contents of Fundamental Change Repurchase Notices*. Each Fundamental Change Repurchase Notice with respect to a Note must state:

(1) if such Note is a Physical Note, the certificate number of such Note;

(2) the principal amount of such Note to be repurchased, which must be an Authorized Denomination; and

(3) that such Holder is exercising its Fundamental Change Repurchase Right with respect to such principal amount of such Note;

provided, *however*, that if such Note is a Global Note, then such Fundamental Change Repurchase Notice must comply with the Depositary Procedures (and any such Fundamental Change Repurchase Notice delivered in compliance with the Depositary Procedures will be deemed to satisfy the requirements of this **Section 4.02(F)**).

(iii) *Withdrawal of Fundamental Change Repurchase Notice*. A Holder that has delivered a Fundamental Change Repurchase Notice with respect to a Note may withdraw such Fundamental Change Repurchase Notice by delivering a written notice of withdrawal to the Paying Agent at any time before the Close of Business on the Business Day immediately before the related Fundamental Change Repurchase Date. Such withdrawal notice must state:

(1) if such Note is a Physical Note, the certificate number of such Note;

(2) the principal amount of such Note to be withdrawn, which must be an Authorized Denomination; and

(3) the principal amount of such Note, if any, that remains subject to such Fundamental Change Repurchase Notice, which must be an Authorized Denomination;

provided, *however*, that if such Note is a Global Note, then such withdrawal notice must comply with the Depositary Procedures (and any such withdrawal notice delivered in compliance with the Depositary Procedures will be deemed to satisfy the requirements of this **Section 4.02(F)**).

Upon receipt of any such withdrawal notice with respect to a Note (or any portion thereof), the Paying Agent will (x) promptly deliver a copy of such withdrawal notice to the Company; and (y) if such Note is surrendered to the Paying Agent, cause such Note (or such portion thereof in accordance with **Section 2.11**, treating such Note as having been then surrendered for partial repurchase in the amount set forth in such withdrawal notice as remaining subject to repurchase) to be returned to the Holder thereof (or, if applicable with respect to any Global Note, cancel any instructions for book-entry transfer to the Company, the Trustee or the Paying Agent of the applicable beneficial interest in such Note in accordance with the Depositary Procedures).

(G) *Payment of the Fundamental Change Repurchase Price*. Without limiting the Company's obligation to deposit the Fundamental Change Repurchase Price within the time proscribed by **Section 3.01(B)**, the Company will cause the Fundamental Change Repurchase Price for a Note (or portion thereof) to be repurchased pursuant to a Repurchase Upon Fundamental Change to be paid to the Holder thereof on or before the later of (i) the applicable Fundamental Change Repurchase Date; and (ii) the date (x) such Note is delivered to the Paying Agent (in the case of a Physical Note) or (y) the Depositary Procedures relating to the repurchase, and the delivery to the Paying Agent, of such owner's beneficial interest in such Note to be repurchased are complied with (in the case of a Global Note). For the avoidance of doubt, interest payable pursuant to the proviso to **Section 4.02(D)** on any Note to be repurchased pursuant to a Repurchase Upon Fundamental Change must be paid pursuant to such proviso regardless of whether such Note is delivered or such Depositary Procedures are complied with pursuant to the first sentence of this **Section 4.02(G)**.

(H) *No Requirement to Conduct an Offer to Repurchase Notes if the Fundamental Change Results in the Notes Becoming Convertible into an Amount of Cash Exceeding the Fundamental Change Repurchase Price*. Notwithstanding anything to the contrary in this **Section 4.02**, the Company will not be required to send a Fundamental Change Notice pursuant to **Section 4.02(E)**, or offer to repurchase or repurchase any Notes pursuant to this **Section 4.02**, in connection with a Fundamental Change occurring pursuant to clause (B)(ii) (or pursuant to clause (A) that also constitutes a Fundamental Change occurring pursuant to clause (B)(ii)) of the definition thereof, if (i) such Fundamental Change constitutes a Common Stock Change Event for which all or part of the Reference Property consists entirely of cash in U.S. dollars; (ii) immediately after such Fundamental Change, the Notes become convertible, pursuant to **Section 5.09(A)** and, if applicable, **Section 5.07**, into consideration that consists solely of U.S. dollars in an amount per $1.00 aggregate principal amount of Notes that equals or exceeds the Fundamental Change Repurchase Price per $1.00 aggregate principal amount of Notes (calculated assuming that the same includes the maximum amount of accrued interest payable as part of the related Fundamental Change Repurchase Price if the Company selected the last possible Fundamental Change Repurchase Date permitted by this Indenture without resulting in a Default); and (iii) the Company timely sends the notice relating to such Fundamental Change required pursuant to **Section 5.01(C)(i)(3)(b)**.

(I) *Compliance with Applicable Securities Laws*. To the extent applicable, the Company will comply in all material respects with all U.S. federal and state securities laws in connection with a Repurchase Upon Fundamental Change (including complying with Rules 13e-4 and 14e-1 under the Exchange Act and filing any required Schedule TO, to the extent applicable) so as to permit effecting such Repurchase Upon Fundamental Change in the manner set forth in this Indenture;

provided, *however*, that, to the extent that the Company's obligations pursuant to this **Section 4.0**2 conflict with any law or regulation that is applicable to the Company and enacted after the Issue Date, the Company's compliance with such law or regulation will not be considered to be a Default of such obligations.

(J) *Repurchase in Part*. Subject to the terms of this **Section 4.02**, Notes may be repurchased pursuant to a Repurchase Upon Fundamental Change in part, but only in Authorized Denominations. Provisions of this Section 4.02 applying to the repurchase of a Note in whole will equally apply to the repurchase of a permitted portion of a Note.

SECTION 4.03 RIGHT OF THE COMPANY TO REDEEM THE NOTES.

(A) *Limitation on Right to Redeem*. The Company may not redeem the Notes at its option at any time (i) before the date 96 days after the Issue Date (the "**Redemption Commencement Date**") or (ii) after the tenth Business Day after the Redemption Commencement Date.

(B) *Right to Redeem the Notes*. Subject to the terms of this **Section 4.03**, the Company has the right, at its election, to redeem all (but not less than all) of the Notes, at any time, on a Redemption Date on or after the Redemption Commencement Date and on or before the tenth (10^{th}) Business Day thereafter, for a cash purchase price equal to 100% of the principal amount, plus accrued and unpaid interest, if any, to and including the Redemption Date. The Company shall not repay, defease, discharge, repurchase or otherwise retire the Notes during such period unless the Company simultaneously repays all the Loans under the Credit Agreement.

(C) *Redemption Prohibited in Certain Circumstances*. If the principal amount of the Notes has been accelerated (other than as a result of a failure to make the payment of the related Redemption Price, and any related interest pursuant to the proviso to **Section 4.03(E)**, on such Redemption Date) and such acceleration has not been rescinded on or before the Redemption Date, then (i) the Company may not call for Redemption or otherwise redeem any Notes pursuant to this **Section 4.03**; and (ii) the Company will cause any Notes theretofore surrendered for such Redemption to be returned to the Holders thereof (or, if applicable with respect to Global Notes, cancel any instructions for book-entry transfer to the Company, the Trustee or the Paying Agent of the applicable beneficial interests in such Notes in accordance with the Depositary Procedures).

(D) *Redemption Price*. The Redemption Price for any Note called for Redemption is an amount in cash equal to the principal amount of such Note plus accrued and unpaid interest on such Note to, up to and including, the Redemption Date for such Redemption; *provided, however*, that if such Redemption Date is after a Regular Record Date and on or before the next Interest Payment Date, then (i) the Holder of such Note at the Close of Business on such Regular Record Date will be entitled, notwithstanding such Redemption, to receive, on or, at the Company's election, before such Interest Payment Date, the unpaid interest that would have accrued on such Note to, but excluding, such Interest Payment Date (assuming, solely for these purposes, that such Note remained outstanding through such Interest Payment Date, if such Redemption Date is before such Interest Payment Date); and (ii) the Redemption Price will not include accrued and unpaid interest on such Note to, up to and including, such Redemption Date. For the avoidance of doubt, if an Interest Payment Date is not a Business Day within the meaning of **Section 2.05(C)** and such Redemption Date occurs on the Business Day immediately after such Interest Payment Date, then (x) accrued and unpaid interest on Notes to, but excluding, such Interest Payment Date will be paid, in accordance with **Section 2.05(C)**, on the next Business Day to Holders as of the Close of Business on the immediately preceding Regular Record Date; and (y) the Redemption Price will include interest on Notes to be redeemed from, and including, such Interest Payment Date.

(E) *Notices to Trustee*. If the Company elects to redeem Notes pursuant to this **Section 4.03**, then it will furnish to the Trustee, at least five calendar days before the related Redemption Notice Date (unless a shorter notice period is satisfactory to the Trustee), an Officer's Certificate setting forth the Section of this Indenture pursuant to which the Redemption will occur, the applicable Redemption Date, the principal amount of Notes to be redeemed and the Redemption Price. If the Registrar is not the Trustee, then the Company will, concurrently with each Redemption Notice, deliver, or cause the Registrar to deliver, to the Trustee a certificate (upon which the Trustee may rely exclusively) setting forth the principal amounts of Notes held by each Holder.

(F) *Redemption Notice*. To call any Notes for Redemption, the Company must send to each Holder of such Notes (and to any beneficial owner of a Global Note, if required by applicable law), the Trustee and the Paying Agent a written notice of such Redemption (a "**Redemption Notice**").

Such Redemption Notice must state:

(i) that the Notes have been called for Redemption, briefly describing the Company's Redemption right under this Indenture;

(ii) the Redemption Date for such Redemption;

(iii) the Redemption Price per $1,000 principal amount of Notes for such Redemption (and, if the Redemption Date is after a Regular Record Date and on or before the next Interest Payment Date, the amount, manner and timing of the interest payment payable pursuant to the proviso to **Section 4.03(D)**);

(iv) the name and address of the Paying Agent and the Conversion Agent;

(v) that Notes called for Redemption may be converted at any time before the Close of Business on the Business Day immediately before the Redemption Date (or, if the Company fails to pay the Redemption Price due on such Redemption Date in full, at any time until such time as the Company pays such Redemption Price in full);

(vi) the Conversion Rate in effect on the Redemption Notice Date for such Redemption and a description and quantification of any adjustments to the Conversion Rate that may result from such Redemption (including pursuant to **Section 5.07**);

(vii) the Settlement Method that will apply to all conversions of Notes with a Conversion Date that occurs on or after such Redemption Notice Date and before such Redemption Date;

(viii) that Notes called for Redemption must be delivered to the Paying Agent (in the case of Physical Notes) or the Depositary Procedures must be complied with (in the case of Global Notes) for the Holder thereof to be entitled to receive the Redemption Price; and

(ix) the CUSIP and ISIN numbers, if any, of the Notes; and

(x) the "**Conversion Amount**" on the Scheduled Trading Day prior to the Redemption Date applicable to each $1,000 principal amount of a Note.

On or before the Redemption Notice Date, the Company will send a copy of such Redemption Notice to the Trustee and the Paying Agent. At the Company's written request, the Trustee will give the Redemption Notice in the Company's name and at its expense, *provided* that the Company delivers to the Trustee, at least five Business Days in the case of Physical Notes and five calendar days in the case of Global Notes prior to the Redemption Notice Date (unless the Trustee agrees to a shorter period), an Officer's Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in this **Section 4.03(G)**.

(G) *Payment of the Redemption Price*. Without limiting the Company's obligation to deposit the Redemption Price by the time proscribed by **Section 3.01(B)**, the Company will cause (x) the Redemption Price for a Note (or portion thereof) subject to Redemption to be paid to the Holder thereof on or before the applicable Redemption Date and (y) interest payable pursuant to the proviso in **Section 4.03(E)** to be paid on or before the relevant Interest Payment Date to the Holder at the Close of Business on the corresponding Regular Record Date.

ARTICLE 5
CONVERSION

SECTION 5.01 RIGHT TO CONVERT.

(A) *Generally*. Subject to the provisions of this **Article 5**, each Holder may, at its option, convert such Holder's Notes into Conversion Consideration.

(B) *Conversions in Part*. Subject to the terms of this Indenture, Notes may be converted in part, but only in Authorized Denominations. Provisions of this **Article 5** applying to the conversion of a Note in whole will equally apply to conversions of a permitted portion of a Note.

(C) *When Notes May Be Converted*.

(i) *Generally*. Subject to **Section 5.01(C)(ii)** and **Section 5.10**, a Note may be converted at any time and from time to time (i) after the earlier of (x) the Shareholder Approvals and (y) January 26, 2024, so long as the Conversion Prohibition Right is not validly in effect and (ii) in any event in the following circumstances:

(1) *Conversion upon Satisfaction of Common Stock Sale Price Condition*. A Holder may convert its Notes during any calendar quarter (and only during such calendar quarter), if the Last Reported Sale Price per share of Common Stock exceeds 130% of the Conversion Price for each of at least 20 Trading Days (whether or not consecutive) during the 30 consecutive Trading Days ending on, and including, the last Trading Day of the immediately preceding calendar quarter.

(2) *Conversion upon Satisfaction of Note Trading Price Condition*. A Holder may convert its Notes during the five consecutive Business Days immediately after any ten consecutive Trading Day period (such ten consecutive Trading Day period, the "**Measurement Period**") if the Trading Price per $1,000 principal amount of Notes, as determined following a request by a Holder in accordance with the procedures set forth below, for each Trading Day of the Measurement Period was less than 98% of the product of the Last Reported Sale Price per share of Common Stock on such Trading Day and the Conversion Rate on such Trading Day. The condition set forth in the preceding sentence is referred to in this Indenture as the "**Trading Price Condition**." The Trading Price will be determined by the Bid Solicitation Agent pursuant to this **Section 5.01(C)(i)(2)** and the definition of "Trading Price." The Bid Solicitation Agent (if not the Company) will have no obligation to determine the Trading Price of the Notes unless the Company

has requested such determination in writing, and the Company will have no obligation to make such request (or seek bids itself) unless a Holder holding at least $2,000,000 aggregate principal amount of Notes provides the Company with reasonable evidence that the Trading Price per $1,000 principal amount of Notes would be less than 98% of the product of the Last Reported Sale Price per share of Common Stock and the Conversion Rate. If such Holder provides such evidence, then the Company will (if acting as Bid Solicitation Agent), or will instruct the Bid Solicitation Agent to, determine the Trading Price of the Notes beginning on the next Trading Day and on each successive Trading Day until the Trading Price per $1,000 principal amount of Notes is greater than or equal to 98% of the product of the Last Reported Sale Price per share of Common Stock on such Trading Day and the Conversion Rate on such Trading Day. At such time as the Company directs the Bid Solicitation Agent (if not the Company) in writing to solicit bid quotations, the Company will provide the Bid Solicitation Agent with the names and contact details of three independent nationally recognized securities dealers selected by the Company, and the Company will direct those securities dealers to provide bids to the Bid Solicitation Agent pursuant to the definition of "Trading Price." If the Trading Price Condition has been met as set forth above, then the Company will notify in writing the Holders, the Trustee and the Conversion Agent of the same. If, on any Trading Day after the Trading Price Condition has been met as set forth above, the Trading Price per $1,000 principal amount of Notes is greater than or equal to 98% of the product of the Last Reported Sale Price per share of Common Stock on such Trading Day and the Conversion Rate on such Trading Day, then the Company will notify in writing the Holders, the Trustee and the Conversion Agent of the same and, thereafter, neither the Company nor the Bid Solicitation Agent will be required to solicit bids again until another Holder request is made as described above.

(3) *Conversion upon Specified Corporate Events*.

(a) *Certain Distributions*. If the Company elects to:

(I) distribute, to all or substantially all holders of Common Stock, any rights, options or warrants (other than rights issued pursuant to a stockholder rights plan prior to separation of such rights from the Common Stock) entitling them, for a period of not more than 60 calendar days after the date such distribution is announced, to subscribe for or purchase shares of Common Stock at a price per share that is less than the average of the Last Reported Sale Prices per share of Common Stock for the ten consecutive Trading Days ending on, and including, the Trading Day immediately before the date such distribution is announced (determined in the manner set forth in the third paragraph of **Section 5.05(A)(ii)**); or

(II) distribute, to all or substantially all holders of Common Stock, assets or securities of the Company or rights to purchase the Company's securities (other than rights issued pursuant to a stockholder rights plan prior to separation of such rights from the Common Stock), which distribution per share of Common Stock has a value, as reasonably determined by the Company in good faith, exceeding 10% of the Last Reported Sale Price per share of Common Stock on the Trading Day immediately before the date such distribution is announced,

then, in either case, (x) the Company will send written notice of such distribution, and of the related right to convert Notes, to Holders, the Trustee and the Conversion Agent at least 50 Scheduled Trading Days before the Ex-Dividend Date for such distribution; and (y) once the Company has sent such notice, Holders may convert their Notes at any time until the earlier of the Close of Business on the Business Day immediately before such Ex-Dividend Date and the Company's announcement that such distribution will not take place; *provided, however*, that the Notes will not become convertible pursuant to clause (y) above (but the Company will be required to send notice of such distribution pursuant to clause (x) above) on account of such distribution if each Holder participates, at the same time and on the same terms as holders of Common Stock, and solely by virtue of being a Holder, in such distribution without having to convert such Holder's Notes and as if such Holder held a number of shares of Common Stock equal to the product of (i) the Conversion Rate in effect on the record date for such distribution; and (ii) the aggregate principal amount (expressed in thousands) of Notes held by such Holder on such date; *provided, further*, that if the Company is then otherwise permitted to settle conversions of Notes by Physical Settlement (and, for the avoidance of doubt, the Company has not elected another Settlement Method to apply, including pursuant to **Section 5.03(A)(i)**), then the Company may instead elect to provide such notice at least ten Scheduled Trading Days before such Ex-Dividend Date, in which case (x) the Company must settle all conversions of Notes with a Conversion Date occurring on or after the date the Company provides such notice and on or before the Business Day immediately before the Ex-Dividend Date for such distribution (or any earlier announcement by the Company that such distribution will not take place) by Physical Settlement; and (y) such notice must state that all such conversions will be settled by Physical Settlement; *provided, further*, that, notwithstanding anything to the contrary in this **Section 5.01(C)(i)(3)(a)**, in the case of any separation, from the Common Stock, of rights issued pursuant to a stockholder rights plan as set forth in **clauses (I) and (II)** above, in no event will the Company be required to provide such notice before the Business Day after the date the Company becomes aware of the event causing such separation.

(b) *Certain Corporate Events*. If a Fundamental Change, Make-Whole Fundamental Change (other than a Make-Whole Fundamental Change pursuant to clause (B) of the definition thereof) or Common Stock Change Event occurs (other than a merger or other business combination transaction that is effected solely to change the Company's jurisdiction of incorporation and that does not constitute a Fundamental Change or a Make-Whole Fundamental Change), then, in each case, Holders may convert their Notes at any time from, and including, the effective date of such transaction or event until the earlier of (x) the 35th Scheduled Trading Day after such effective date (or, if the Company gives notice after the effective date of such transaction, until the 35th Scheduled Trading Day after the date the Company gives notice), or, if such transaction or event also constitutes a Fundamental Change (other than an Exempted Fundamental Change), until immediately prior to the Close of Business on the Business Day immediately preceding the related Fundamental Change Repurchase Date and (y) immediately prior to the Close of Business on the second Scheduled Trading Day immediately preceding the Maturity Date. No later than such effective date, the Company will send written notice to the Holders, the Trustee and the Conversion Agent of such transaction or event, such effective date and the related right to convert Notes.

(4) *Conversion upon Redemption*. If the Company calls any Note for Redemption, then the Holder of such Note may convert such Note at any time before the Close of Business on the Business Day immediately before the related Redemption Date (or, if the Company fails to pay the Redemption Price due on such Redemption Date in full, at any time until such time as the Company pays such Redemption Price in full).

For the avoidance of doubt, the Notes may become convertible pursuant to any one or more of the preceding sub-paragraphs of this **Section 5.01(C)(i)** and the Notes ceasing to be convertible pursuant to a particular sub-paragraph of this **Section 5.01(C)(i)** will not preclude the Notes from being convertible pursuant to any other sub-paragraph of this **Section 5.01(C)(i)**.

(ii) *Limitations and Closed Periods*. Notwithstanding anything to the contrary in this Indenture or the Notes:

(1) Notes may be surrendered for conversion only after the Open of Business and before the Close of Business on a day that is a Business Day;

(2) in no event may any Note be converted after the Close of Business on the second Scheduled Trading Day immediately before the Maturity Date;

(3) if the Company calls any Note for Redemption pursuant to **Section 4.03**, then the Holder of such Note may not convert such Note after the Close of Business on the Business Day immediately before the applicable Redemption Date, except to the extent the Company fails to pay the Redemption Price for such Note in accordance with this Indenture; and

(4) if a Fundamental Change Repurchase Notice is validly delivered pursuant to **Section 4.02(F)** with respect to any Note, then such Note may not be converted, except to the extent (a) such Note is not subject to such notice; (b) such notice is withdrawn in accordance with **Section 4.02(F)**; or (c) the Company fails to pay the Fundamental Change Repurchase Price for such Note in accordance with this Indenture (or a third party fails to make such payment in lieu of the Company in accordance with **Section 4.02(H)**).

SECTION 5.02 CONVERSION PROCEDURES.

(A) *Generally.*

(i) *Global Notes*. To convert a beneficial interest in a Global Note that is convertible pursuant to **Section 5.01(C)**, the owner of such beneficial interest must (1) comply with the Depositary Procedures for converting such beneficial interest (at which time such conversion will become irrevocable); and (2) pay any amounts due pursuant to **Section 5.02(D)** or **Section 5.02(E)**.

(ii) *Physical Notes*. To convert all or a portion of a Physical Note that is convertible pursuant to **Section 5.01(C)**, the Holder of such Note must (1) complete, manually sign and deliver to the Conversion Agent the conversion notice attached to such Physical Note or a facsimile of such conversion notice; (2) deliver such Physical Note to the Conversion Agent (at which time such conversion will become irrevocable); (3) furnish any endorsements and transfer documents that the Company or the Conversion Agent may require; and (4) pay any amounts due pursuant to **Section 5.02(D)** or **Section 5.02(E)**.

(B) *Effect of Converting a Note*. At the Close of Business on the Conversion Date for a Note (or any portion thereof) to be converted, such Note (or such portion thereof) will (unless there occurs a Default in the delivery of the interest due or the Conversion Consideration, pursuant to Section 5.02(D) or Section 5.03(B), upon such conversion) be deemed to cease to be outstanding (and, for the avoidance of doubt, no Person will be deemed to be a Holder of such Note (or such portion thereof) as of the Close of Business on such Conversion Date), except to the extent provided in **Section 5.02(D)**.

(C) *Holder of Record of Conversion Shares*. The Person in whose name any share of Common Stock is issuable upon conversion of any Note will be deemed to become the holder of record of such share as of the Close of Business on (i) the Conversion Date for such conversion, in the case of Physical Settlement; or (ii) the last VWAP Trading Day of the Observation Period for such conversion, in the case of Combination Settlement.

(D) *Interest Payable upon Conversion in Certain Circumstances*. If the Conversion Date of a Note is after a Regular Record Date and before the next Interest Payment Date, then (i) the Holder of such Note at the Close of Business on such Regular Record Date will be entitled, notwithstanding such conversion, to receive, on or, at the Company's election, before such Interest Payment Date, the unpaid interest that would have accrued on such Note to, but excluding, such Interest Payment Date (assuming, solely for these purposes, that such Note remained outstanding through such Interest Payment Date); (ii) the Holder surrendering such Note for conversion must deliver to the Conversion Agent, at the time of such surrender, an amount of cash equal to the amount of such interest referred to in clause (i) above; and (iii) notwithstanding the payment of interest on such Note on the corresponding Interest Payment Date pursuant to clause (i) above, as a result of the payment requirements set forth in clause (ii) above, for purposes of clause (ii) the definition of "**Conversion Amount**," when used with respect to such Note, such interest shall nonetheless be deemed unpaid; *provided, however*, that the Holder surrendering such Note for conversion need not deliver such cash to the extent of any overdue interest or interest that has accrued on any overdue interest. For the avoidance of doubt, if the Conversion Date of a Note to be converted is on an Interest Payment Date, then the Holder of such Note at the Close of Business on the Regular Record Date immediately before such Interest Payment Date will be entitled to receive, on such Interest Payment Date, the unpaid interest that has accrued on such Note to, but excluding, such Interest Payment Date, and such Note, when surrendered for conversion, need not be accompanied by any cash amount pursuant to the first sentence of this **Section 5.02(D)**.

(E) *Taxes and Duties.* If a Holder converts a Note, the Company will pay any documentary, stamp or similar issue or transfer tax or duty due on the issue or delivery of any shares of Common Stock upon such conversion; *provided, however*, that if any tax or duty is due because such Holder requested such shares to be registered in a name other than such Holder's name, then such Holder will pay such tax or duty and, until having received a sum sufficient to pay such tax or duty, the Conversion Agent may refuse to deliver any such shares to be issued in a name other than that of such Holder.

(F) *Conversion Agent to Notify Company of Conversions*. If any Note is submitted for conversion to the Conversion Agent or the Conversion Agent receives any notice of conversion with respect to a Note, then the Conversion Agent will promptly notify the Company and the Trustee of such occurrence, together with any other information reasonably requested by the Company, and will cooperate with the Company to determine the Conversion Date for such Note.

SECTION 5.03 SETTLEMENT UPON CONVERSION.

(A) *Settlement Method*. Upon the conversion of any Note, subject to **Section 5.10**, the Company will settle such conversion by paying or delivering, as applicable and as provided in this **Article 5**, either (x) shares of Common Stock, together, if applicable, with cash in lieu of fractional shares as provided in **Section 5.03(B)(i)(1)** (a "**Physical Settlement**"); (y) solely cash as provided in **Section 5.03(B) (i)(2)** (a "**Cash Settlement**") or (z) a combination of cash and shares of Common Stock, together, if applicable, with cash in lieu of fractional shares as provided in **Section 5.03(B)(i)(3)** (a "**Combination Settlement**").

The Company will have the right to elect the Settlement Method applicable to any conversion of a Note; *provided, however*, that:

(i) subject to **clause (iii)** below, all conversions of Notes with a Conversion Date that occurs on or after August 14, 2027 will be settled using the same Settlement Method, and the Company will send written notice of such Settlement Method to Holders, the Trustee and the Conversion Agent no later than the Close of Business on the Scheduled Trading Day immediately before August 14, 2027;

(ii) subject to **clause (iii)** below, if the Company elects a Settlement Method with respect to the conversion of any Note whose Conversion Date occurs before August 14, 2027, then the Company will send notice of such Settlement Method to the Holder of such Note, the Trustee and Conversion Agent no later than the Close of Business on the Business Day immediately after such Conversion Date;

(iii) if any Notes are called for Redemption, then the Company will specify, in the related Redemption Notice sent pursuant to **Section 4.03(F)** and **(G)**, the Settlement Method that will apply to all conversions of Notes with a Conversion Date that occurs on or after the related Redemption Notice Date and on or before the Close of Business on the Business Day immediately before the related Redemption Date;

(iv) the Company will use the same Settlement Method for all conversions of Notes with the same Conversion Date (and, for the avoidance of doubt, the Company will not be obligated to use the same Settlement Method with respect to conversions of Notes with different Conversion Dates, except as provided in **clause (i)** or **(iii)** above);

(v) if the Company does not timely elect a Settlement Method with respect to the conversion of a Note, then the Company will be deemed to have elected the Default Settlement Method (and, for the avoidance of doubt, the failure to timely make such election will not constitute a Default or Event of Default);

(vi) if the Company timely elects Combination Settlement with respect to the conversion of a Note but does not timely notify the Holder of such Note of the applicable Specified Dollar Amount, then the Specified Dollar Amount for such conversion will be deemed to be $1,000 per $1,000 principal amount of Notes (and, for the avoidance of doubt, the failure to timely send such notification will not constitute a Default or Event of Default); and

(vii) the Settlement Method will be subject to **Sections 5.01(C)(i)(3)(a), 5.09(A)(2)** and **5.10**.

In addition, the Company may, by notice to Holders, the Trustee and the Conversion Agent, elect to irrevocably fix the Settlement Method to any Settlement Method that the Company is then permitted to elect in accordance with this Indenture, including Combination Settlement with a Specified Dollar Amount per $1,000 principal amount of Notes of $1,000 or with an ability to continue to set the Specified Dollar Amount per $1,000 principal amount of Notes at or above any specific amount set forth in such election notice, that will apply to all conversions of Notes with a Conversion Date that is on or after the date the Company sends such notice. If the Company changes the Default Settlement Method or elects to irrevocably fix the Settlement Method, in either case, to Combination Settlement with an ability to continue to set the Specified Dollar Amount per $1,000 principal amount of Notes at or above a specified amount, the Company will, after the date of such change or election, as the case may be, inform Holders converting their Notes, the Trustee and the Conversion Agent of such Specified Dollar Amount no later than the Close of Business on the Business Day immediately following the related Conversion Date (or in the case of any conversions of Notes called for Redemption for which the relevant Conversion Date occurs on or after a Redemption Notice Date and on or before the Close of Business on the Business Day immediately before the related Redemption Date, in the related Redemption Notice), or, if the Company does not timely inform the Holders, the Trustee and the Conversion Agent of the Specified Dollar Amount, such Specified Dollar Amount will be the specific amount set forth in the change or election notice or, if no specific amount was set forth in the change or election notice, such Specified Dollar Amount will be $1,000 per $1,000 principal amount of Notes. Notwithstanding the foregoing or anything to the contrary in this Indenture, no such change in the Default Settlement Method or irrevocable election will affect any Settlement Method theretofore elected (or deemed to be elected) with respect to any Note pursuant to this **Section 5.03(A)**. For avoidance of doubt, such an irrevocable election, if made, will be effective without the need to amend the Indenture or the Notes, including pursuant to **Article 8**. However, the Company may nonetheless choose to execute such an amendment at its option.

(B) *Conversion Consideration.*

(i) *Generally*. Subject to **Section 5.03(B)(ii)** and **Section 5.03(B)(iii)**, the type and amount of consideration (the "**Conversion Consideration**") due in respect of the Conversion Amount to be converted will be as follows:

(1) if Physical Settlement applies to such conversion, a number of shares of Common Stock equal to the product of (x) the quotient of the (i) aggregate Conversion Amount of the Notes being converted on the Conversion Date divided by (ii) $1,000 times (y) the Conversion Rate in effect on the Conversion Date (plus cash in lieu of fractional shares as set forth in **Section 5.03(B(ii))**);

(2) if Cash Settlement applies to such conversion, cash in an amount equal to the product of (x) the quotient of the (i) aggregate Conversion Amount of the Notes being converted on the Conversion Date divided by (ii) $1,000 times (y) the sum of the Daily Cash Amounts for each VWAP Trading Day in the Observation Period for such conversion; or

(3) if Combination Settlement applies to such conversion, consideration consisting of an amount of cash and shares of Common Stock equal to the product of (x) the quotient of the (i) aggregate Conversion Amount of the Notes being converted on the Conversion Date divided by (ii) $1,000 times (y) the sum of the Daily Settlement Amounts for each of the 40 consecutive Trading Days during the related Observation Period (plus cash in lieu of fractional shares as set forth in **Section 5.03(B)(ii)**).

(ii) *Cash in Lieu of Fractional Shares*. If Physical Settlement or Combination Settlement applies to the conversion of any Note and the number of shares of Common Stock deliverable pursuant to **Section 5.03(B)(i)** upon such conversion is not a whole number, then such number will be rounded down to the nearest whole number and the Company will deliver, in addition to the other consideration due upon such conversion, cash in lieu of the related fractional share in an amount equal to the product of (1) such fraction and (2) (x) the Daily VWAP on the applicable Conversion Date for such conversion (or, if such Conversion Date is not a VWAP Trading Day, the immediately preceding VWAP Trading Day), in the case of Physical Settlement; or (y) the Daily VWAP on the last VWAP Trading Day of the Observation Period for such conversion, in the case of Combination Settlement.

(iii) *Conversion of Multiple Notes by a Single Holder*. If a Holder converts more than one Note on a single Conversion Date, then the Conversion Consideration due in respect of such conversion will (in the case of any Global Note, to the extent permitted by, and practicable under, the Depositary Procedures) be computed based on the total Conversion Amount of Notes converted on such Conversion Date by such Holder.

(iv) *Notice of Calculation of Conversion Consideration*. If Cash Settlement or Combination Settlement applies to the conversion of any Note, then the Company will determine the Conversion Consideration due thereupon promptly following the last VWAP Trading Day of the applicable Observation Period and will promptly thereafter send notice to the Trustee and the Conversion Agent of the same and the calculation thereof in reasonable detail. Neither the Trustee nor the Conversion Agent will have any duty to make or verify any such determination.

(C) *Delivery of the Conversion Consideration*. Except as set forth in **Sections 5.05(D)** and **5.09**, the Company will pay or deliver, as applicable, the Conversion Consideration due upon the conversion of any Note to the Holder as follows: (i) if Cash Settlement or Combination Settlement applies to such conversion, on or before the second Business Day immediately after the last VWAP Trading Day of the Observation Period for such conversion; and (ii) if Physical Settlement applies to such conversion, on or before the second Business Day immediately after the Conversion Date for such conversion; *provided, however*, that if Physical Settlement applies to the conversion of any Note with a Conversion Date that is after the Regular Record Date immediately before the Maturity Date, then, solely for purposes of such conversion, (x) the Company will pay or deliver, as applicable, the Conversion Consideration due upon such conversion no later than the Maturity Date (or, if the Maturity Date is not a Business Day, the next Business Day); and (y) the Conversion Date will instead be deemed to be the second Scheduled Trading Day immediately before the Maturity Date.

SECTION 5.04 RESERVE AND STATUS OF COMMON STOCK ISSUED UPON CONVERSION.

The Company shall not elect to satisfy its obligation to settle the Notes by any Settlement Method other than Cash Settlement, unless on the relevant Conversion Date for such exchange:

(A) The Company has authorized for issuance and available out of its authorized but unissued shares of Common Stock or shares of Common Stock held in treasury that are not committed for any other purpose, free from preemptive rights, a number of shares of Common Stock equal to the number of shares of Common Stock required to settle all conversions occurring on the applicable Conversion Date.

(B) All shares of Common Stock to be issued and delivered upon conversion of Notes have been duly authorized and validly issued and are fully paid and non-assessable, free of restrictions on transfer and free from all taxes, liens and charges with respect to the issue thereof (other than taxes payable by the Holder in respect in respect of any issuance in a different name as specified in **Section 5.02(E)**).

(C) The Conversion Price is an amount equal to or in excess of the then par value, if any, of the shares of Common Stock to be issued upon conversion of the Notes.

(D) If any shares of Common Stock to be issued or delivered upon conversion of Notes hereunder required registration with or approval of any governmental authority under any federal or state law before such shares of Common Stock may be validly issued or delivered upon conversion, the Company has secured such registration or obtained such approval, as the case may be.

(E) If on the relevant Conversion Date, the Common Stock is listed on any U.S. national securities exchange or automated quotation system, the Common Stock to be issued upon conversion of the Notes is listed on such exchange or automated quotation system.

SECTION 5.05 ADJUSTMENTS TO THE CONVERSION RATE.

(A) *Events Requiring an Adjustment to the Conversion Rate*. The Conversion Rate will be adjusted from time to time as follows:

(i) *Stock Dividends, Splits and Combinations*. If the Company issues solely shares of Common Stock as a dividend or distribution on all or substantially all shares of the Common Stock, or if the Company effects a stock split or a stock combination of the Common Stock (in each case excluding an issuance solely pursuant to a Common Stock Change Event, as to which **Section 5.09** will apply), then the Conversion Rate will be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where:

CR_0 = the Conversion Rate in effect immediately before the Open of Business on the Ex-Dividend Date for such dividend or distribution, or immediately before the Open of Business on the effective date of such stock split or stock combination, as applicable;

CR_1 = the Conversion Rate in effect immediately after the Open of Business on such Ex-Dividend Date or the Open of Business on such effective date, as applicable;

OS_0 = the number of shares of Common Stock outstanding immediately before the Open of Business on such Ex-Dividend Date or effective date, as applicable, without giving effect to such dividend, distribution, stock split or stock combination; and

OS_1 = the number of shares of Common Stock outstanding immediately after, and solely as a result of, giving effect to such dividend, distribution, stock split or stock combination.

Any adjustment made under this **Section 5.05(A)(i)** shall become effective immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution or immediately after the Open of Business of the effective date of such stock split or combination, as applicable.

If any dividend, distribution, stock split or stock combination of the type described in this **Section 5.05(A)(i)** is declared or announced, but not so paid or made, then the Conversion Rate will be readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution or to effect such stock split or stock combination, to the Conversion Rate that would then be in effect had such dividend, distribution, stock split or stock combination not been declared or announced. For the avoidance of doubt, if the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to the Conversion Rate will be made (other than (i) as a result of a reverse stock split or stock combination or (ii) with respect to the readjustment of the Conversion Rate as described in the immediately preceding sentence).

(ii) *Rights, Options and Warrants*. If the Company distributes, to all or substantially all holders of Common Stock, rights, options or warrants (other than rights issued or otherwise distributed pursuant to a stockholder rights plan, as to which the provisions set forth in **Sections 5.05(A)(iii)(1)** and **5.05(F)** will apply) entitling such holders, for a period of not more than 60 calendar days after the date such distribution is announced, to subscribe for or purchase shares of Common Stock at a price per share that is less than the average of the Last Reported Sale Prices per share of Common Stock for the ten consecutive Trading Days ending on, and including, the Trading Day immediately before the date such distribution is announced, then the Conversion Rate will be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{OS + X}{OS + Y}$$

where:

CR_0 = the Conversion Rate in effect immediately before the Open of Business on the Ex-Dividend Date for such distribution;

CR_1 = the Conversion Rate in effect immediately after the Open of Business on such Ex-Dividend Date;

OS = the number of shares of Common Stock outstanding immediately before the Open of Business on such Ex-Dividend Date;

X = the total number of shares of Common Stock issuable pursuant to such rights, options or warrants; and

Y = a number of shares of Common Stock obtained by dividing (x) the aggregate price payable to exercise such rights, options or warrants by (y) the average of the Last Reported Sale Prices per share of Common Stock for the ten consecutive Trading Days ending on, and including, the Trading Day immediately before the date such distribution is announced.

Any adjustment made under this **Section 5.05(A)(ii)** shall become effective immediately after the Open of Business on the Ex-Dividend Date for such distribution.

To the extent that shares of Common Stock are not delivered after the expiration of such rights, options or warrants (including as a result of such rights, options or warrants not being exercised), the Conversion Rate will be readjusted to the Conversion Rate that would then be in effect had the increase to the Conversion Rate for such distribution been made on the basis of delivery of only the number of shares of Common Stock actually delivered upon exercise of such rights, options or warrants. To the extent such rights, options or warrants are not so distributed, the Conversion Rate will be readjusted to the Conversion Rate that would then be in effect had the Ex-Dividend Date for the distribution of such rights, options or warrants not occurred. For the avoidance of doubt, if the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to the Conversion Rate will be made (other than with respect to the readjustment of the Conversion Rate as described in the two immediately preceding sentences).

For purposes of this **Section 5.05(A)(ii)** and **Section 5.01(C)(i)(3)(a)(I)**, in determining whether any rights, options or warrants entitle holders of Common Stock to subscribe for or purchase shares of Common Stock at a price per share that is less than the average of the Last Reported Sale Prices per share of Common Stock for the ten consecutive Trading Days ending on, and including, the Trading Day immediately before the date of the distribution of such rights, options or warrants is announced, and in determining the aggregate price payable to exercise such rights, options or warrants, there will be taken into account any consideration the Company receives for such rights, options or warrants and any amount payable on exercise thereof, with the value of such consideration, if not cash, to be determined by the Company in good faith.

(iii) *Spin-Offs and Other Distributed Property.*

(1) *Distributions Other than Spin-Offs*. If the Company distributes shares of its Capital Stock, evidences of its indebtedness or other assets or property of the Company, or rights, options or warrants to acquire Capital Stock of the Company or other securities, to all or substantially all holders of the Common Stock, excluding:

(a) dividends, distributions, rights, options or warrants for which an adjustment to the Conversion Rate is required (or would be required without regard to **Section 5.05(C)**) pursuant to **Section 5.05(A)(i)** or **5.05(A)(ii)**;

(b) dividends or distributions paid exclusively in cash for which an adjustment to the Conversion Rate is required (or would be required without regard to **Section 5.05(C)**) pursuant to **Section 5.05(A)(iv)**;

(c) rights issued or otherwise distributed pursuant to a stockholder rights plan, except to the extent provided in **Section 5.05(F)**;

(d) Spin-Offs for which an adjustment to the Conversion Rate is required (or would be required without regard to **Section 5.05(C)**) pursuant to **Section 5.05(A)(iii)(2)**;

(e) a distribution solely pursuant to a Tender Offer or Exchange Offer for shares of Common Stock pursuant to **Section 5.05(A)(v)**; and

(f) a distribution solely pursuant to a Common Stock Change Event, as to which **Section 5.09** will apply,

then the Conversion Rate will be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{SP}{SP - FMV}$$

where:

CR_0 = the Conversion Rate in effect immediately before the Open of Business on the Ex-Dividend Date for such distribution;

CR_1 = the Conversion Rate in effect immediately after the Open of Business on such Ex-Dividend Date;

SP = the average of the Last Reported Sale Prices per share of Common Stock for the ten consecutive Trading Days ending on, and including, the Trading Day immediately before such Ex-Dividend Date; and

FMV = the fair market value (as determined by the Company in good faith), as of such Ex-Dividend Date, of the shares of Capital Stock, evidences of indebtedness, assets, property, rights, options or warrants distributed per share of Common Stock pursuant to such distribution;

provided, however, that if *FMV* is equal to or greater than SP, then, in lieu of the foregoing adjustment to the Conversion Rate, each Holder will receive, for each $1,000 principal amount of Notes held by such Holder on the record date for such distribution, at the same time and on the same terms as holders of Common Stock, the amount and kind of shares of Capital Stock, evidences of indebtedness, assets, property, rights, options or warrants that such Holder would have received if such Holder had owned, on such record date, a number of shares of Common Stock equal to the Conversion Rate in effect on such record date.

Any adjustment made under this **Section 5.05(A)(iii)(1)** shall become effective immediately after the Open of Business on the Ex-Dividend Date for such distribution.

To the extent such distribution is not so paid or made, the Conversion Rate will be readjusted to the Conversion Rate that would then be in effect had the adjustment been made on the basis of only the distribution, if any, actually made or paid. For the avoidance of doubt, if the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to the Conversion Rate will be made (other than with respect to the readjustment of the Conversion Rate as described in the immediately preceding sentence).

For purposes of this **Section 5.05(A)(iii)(1)** (and subject to **Section 5.05(F)**), rights, options or warrants distributed by the Company to all holders of the Common Stock entitling them to subscribe for or purchase shares of the Company's Capital Stock, including Common Stock (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (x) are deemed to be transferred with such Common Stock; (y) are not exercisable; and (z) are also issued in respect of future issuances of Common Stock, will be deemed not to have been distributed for purposes of this **Section 5.05(A)(iii)(1)** (and no adjustment to the Conversion Rate under this **Section 5.05(A)(iii)(1)** will be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options or warrants will be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Rate will be made pursuant to this **Section 5.05(A)(iii)(1)**. If any such right, option or warrant, including any such existing rights, options or warrants distributed before the Issue Date, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event will be deemed to be the date of distribution and Ex-Dividend Date with respect to new rights, options or warrants with such rights (in which case, the existing rights, options or warrants will be deemed to terminate and expire on such date without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the immediately preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate pursuant to this **Section 5.05(A)(iii)(1)** was made, (x) in the case of any such rights, options or warrants that have been redeemed or purchased without exercise by any holders thereof, upon such final redemption or purchase (I) the Conversion Rate will be readjusted as if such rights, options or warrants had not been issued; and (II) the Conversion Rate will then again be readjusted to give effect to such distribution, deemed distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or purchase price received by a holder or holders of Common Stock with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Common Stock as of the date of such redemption or purchase; and (y) in the case of such rights, options or warrants that have expired or been terminated without exercise by any holders thereof, the Conversion Rate will be readjusted as if such rights, options and warrants had not been issued.

(2) *Spin-Offs*. If the Company distributes or dividends shares of Capital Stock of any class or series, or similar equity interests, of or relating to an Affiliate, a Subsidiary or other business unit of the Company to all or substantially all holders of the Common Stock (other than solely pursuant to (x) a Common Stock Change Event, as to which **Section 5.09** will apply; or (y) a Tender Offer or Exchange Offer for shares of the Company's Common Stock, pursuant to **Section 5.05(A)(v)**), and such Capital Stock or equity interests are listed or quoted (or will be listed or quoted upon the consummation of the transaction) on a U.S. national securities exchange (a "**Spin-Off**"), then the Conversion Rate will be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{FMV + SP}{SP}$$

where:

CR_0 = the Conversion Rate in effect immediately before the Close of Business on the last Trading Day of the Spin-Off Valuation Period for such Spin-Off;

CR_1 = the Conversion Rate in effect immediately after the Close of Business on the last Trading Day of the Spin-Off Valuation Period;

FMV = the product of (x) the average of the Last Reported Sale Prices per share or unit of the Capital Stock or equity interests distributed in such Spin-Off over the ten consecutive Trading Day period (the "**Spin-Off Valuation Period**") beginning on, and including, such Ex-Dividend Date (such average to be determined as if references to Common Stock in the definitions of Last Reported Sale Price, Trading Day and Market Disruption Event were instead references to such Capital Stock or equity interests); and (y) the number of shares or units of such Capital Stock or equity interests distributed per share of Common Stock in such Spin-Off; and

SP = the average of the Last Reported Sale Prices per share of Common Stock for each Trading Day in the Spin-Off Valuation Period.

The increase to the Conversion Rate under this **Section 5.05(A)(iii)(a)** shall be determined on the last Trading Day of the Spin-Off Valuation Period and shall become effective and be given effect immediately after the Close of Business on such last Trading Day. Notwithstanding anything to the contrary in this **Section 5.05(A)(iii)(2)**, (i) if any VWAP Trading Day of the Observation Period for a Note whose conversion will be settled pursuant to Cash Settlement or Combination Settlement occurs during the Spin-Off Valuation Period for such Spin-Off, then, solely for purposes of determining the Conversion Rate for such VWAP Trading Day for such conversion, such Spin-Off Valuation Period will be deemed to consist of the Trading Days occurring in the period from, and including, the Ex-Dividend Date for such Spin-Off to, and including, such VWAP Trading Day; and (ii) if the Conversion Date for a Note whose conversion will be settled pursuant to Physical Settlement occurs during the Spin-Off Valuation Period for such Spin-Off, then, solely for purposes of determining the Conversion Consideration for such conversion, such Spin-Off Valuation Period will be deemed to consist of the Trading Days occurring in the period from, and including, the Ex-Dividend Date for such Spin-Off to, and including, such Conversion Date.

To the extent any dividend or distribution of the type set forth in this **Section 5.05(A)(iii)(2)** is declared but not made or paid, the Conversion Rate will be readjusted to the Conversion Rate that would then be in effect had the adjustment been made on the basis of only the dividend or distribution, if any, actually made or paid. For the avoidance of doubt, if the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to the Conversion Rate will be made (other than with respect to the readjustment of the Conversion Rate as described in the immediately preceding sentence).

(iv) *Cash Dividends or Distributions*. If any cash dividend or distribution is made to all or substantially all holders of Common Stock, then the Conversion Rate will be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{SP}{SP - D}$$

where:

CR_0 = the Conversion Rate in effect immediately before the Open of Business on the Ex-Dividend Date for such dividend or distribution;

CR_1 = the Conversion Rate in effect immediately after the Open of Business on such Ex-Dividend Date;

SP = the Last Reported Sale Price per share of Common Stock on the Trading Day immediately before such Ex-Dividend Date; and

D = the cash amount distributed per share of Common Stock in such dividend or distribution;

provided, however, that if D is equal to or greater than SP, then, in lieu of the foregoing adjustment to the Conversion Rate, each Holder will receive, for each $1,000 principal amount of Notes held by such Holder on the record date for such dividend or distribution, at the same time and on the same terms as holders of Common Stock, and without having to convert its Notes, the amount of cash that such Holder would have received if such Holder had owned, on such record date, a number of shares of Common Stock equal to the Conversion Rate in effect on such record date.

Any adjustment made under this **Section 5.05(A)(iv)** shall become effective immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution.

To the extent such dividend or distribution is declared but not made or paid, the Conversion Rate will be readjusted to the Conversion Rate that would then be in effect had the adjustment been made on the basis of only the dividend or distribution, if any, actually made or paid. For the avoidance of doubt, if the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to the Conversion Rate will be made (other than with respect to the readjustment of the Conversion Rate as described in the immediately preceding sentence).

(v) *Tender Offers or Exchange Offers*. If the Company or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for shares of Common Stock that is subject to the then-applicable tender offer rules under the Exchange Act (other than solely pursuant to an odd-lot tender offer pursuant to Rule 13e-4(h)(5) (or any successor rule) under the Exchange Act), and the value (determined as of the Expiration Time by the Company in good faith) of the cash and other consideration paid per share of Common Stock in such tender or exchange offer exceeds the average (such average, the "**Reference Price**") of the Last Reported Sale Prices per share of Common Stock over the 10 consecutive Trading Day period (the "**Tender/Exchange Offer Valuation Period**") beginning on, and including, the Trading Day immediately after the last date (the "**Expiration Date**") on which tenders or exchanges may be made pursuant to such tender or exchange offer (as it may be amended), then the Conversion Rate will be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{AC + (SP \times OS_1)}{OS_0 \times SP}$$

where:

CR_0 = the Conversion Rate in effect immediately before the Close of Business on the last Trading Day of the Tender/Exchange Offer Valuation Period for such tender or exchange offer;

CR_1 = the Conversion Rate in effect immediately after the Close of Business on the last Trading Day of the Tender/Exchange Offer Valuation Period;

AC = the aggregate value (determined as of the time (the "**Expiration Time**") such tender or exchange offer expires by the Company in good faith) of all cash and other consideration paid or payable for shares of Common Stock purchased or exchanged in such tender or exchange offer;

OS_0 = the number of shares of Common Stock outstanding immediately before the Expiration Time (including all shares of Common Stock accepted for purchase or exchange in such tender or exchange offer);

OS_1 = the number of shares of Common Stock outstanding immediately after the Expiration Time (excluding all shares of Common Stock accepted for purchase or exchange in such tender or exchange offer); and

SP = the Reference Price per share of Common Stock;

The increase in the Conversion Rate under this **Section 5.05(A)(v)** shall be determined on the last Trading Day of such Tender/Exchange Offer Valuation Period but shall become effective and be given effect immediately after the Close of Business on the last Trading Day of the Tender/Exchange Offer Valuation Period.

Notwithstanding anything to the contrary in this **Section 5.05(A)(v)**, (i) if any VWAP Trading Day of the Observation Period for a Note whose conversion will be settled pursuant to Cash Settlement or Combination Settlement occurs during the Tender/Exchange Offer Valuation Period for such tender or exchange offer, then, solely for purposes of determining the Conversion Rate for such VWAP Trading Day for such conversion, such Tender/Exchange Offer Valuation Period will be deemed to consist of the Trading Days occurring in the period from, and including, the Trading Day immediately after the Expiration Date for such tender or exchange offer to, and including, such VWAP Trading Day; and (ii) if the Conversion Date for a Note whose conversion will be settled pursuant to Physical Settlement occurs during the Tender/Exchange Offer Valuation Period for such tender or exchange offer, then, solely for purposes of determining the Conversion Consideration for such conversion, such Tender/Exchange Offer Valuation Period will be deemed to consist of the Trading Days occurring in the period from, and including, the Trading Day immediately after the Expiration Date to, and including, such Conversion Date.

To the extent such tender or exchange offer is announced but not consummated (including as a result of the Company being precluded from consummating such tender or exchange offer under applicable law), or any purchases or exchanges of shares of Common Stock in such tender or exchange offer are rescinded, the Conversion Rate will be readjusted to the Conversion Rate that would then be in effect had the adjustment been made on the basis of only the purchases or exchanges of shares of Common Stock, if any, actually made, and not rescinded, in such tender or exchange offer. For the avoidance of doubt, if the application of the foregoing formula would result in a decrease in the Conversion Rate, no adjustment to the Conversion Rate will be made (other than with respect to the readjustment of the Conversion Rate as described in the immediately preceding sentence).

(B) *No Adjustments in Certain Cases.*

(i) *Where Holders Participate in the Transaction or Event Without Conversion*. Notwithstanding anything to the contrary in **Section 5.05(A)**, the Company will not be obligated to adjust the Conversion Rate on account of a transaction or other event otherwise requiring an adjustment pursuant to **Section 5.05(A)** (other than a stock split or combination of the type set forth in **Section 5.05(A)(i)** or a tender or exchange offer of the type set forth in **Section 5.05(A)(v)**) if each Holder participates, at the same time and on the same terms as holders of Common Stock, and solely by virtue of being a Holder of Notes, in such transaction or event without having to convert such Holder's Notes and as if such Holder held a number of shares of Common Stock equal to the product of (i) the Conversion Rate in effect on the related record date; and (ii) the aggregate principal amount (expressed in thousands) of Notes held by such Holder on such date.

(ii) *Certain Events*. The Company will not be required to adjust the Conversion Rate except as provided in **Section 5.05**. Without limiting the foregoing, the Company will not be obligated to adjust the Conversion Rate on account of:

(1) except as otherwise provided in **Section 5.05**, the sale of shares of Common Stock for a purchase price that is less than the market price per share of Common Stock or less than the Conversion Price;

(2) the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities and the investment of additional optional amounts in shares of Common Stock under any such plan;

(3) the issuance of any shares of Common Stock or options or rights to purchase shares of Common Stock pursuant to any present or future employee, director or consultant benefit plan or program of, or assumed by, the Company or any of its Subsidiaries;

(4) the issuance of any shares of Common Stock pursuant to any option, warrant, right or convertible or exchangeable security of the Company outstanding as of the Issue Date;

(5) the repurchase of any of shares of Common Stock pursuant to an open market share purchase program or other buyback transaction, including structured or derivative transactions such as accelerated share repurchase transactions or similar forward derivatives, or other buyback transaction, in each case that is not subject to **Section 5.05(A)(v)**;

(6) solely a change in the par value of the Common Stock; or

(7) accrued and unpaid interest on the Notes.

(C) If an adjustment to the Conversion Rate otherwise required by this **Article 5** would result in a change of less than 1% to the Conversion Rate, then, notwithstanding anything to the contrary in this **Article 5**, the Company may, at its election, defer such adjustment, except that all such deferred adjustments must be given effect immediately upon the earliest of the following: (i) when all such deferred adjustments would result in an aggregate change of at least 1% to the Conversion Rate; (ii) the Conversion Date of, or any VWAP Trading Day of an Observation Period for, any Note; (iii) the effective date of a Fundamental Change or Asset Sale Excess Proceeds Offer Purchase Date or a Make-Whole Fundamental Change Effective Date; and (iv) any date the Company calls any Notes for Redemption.

(D) *Adjustments Not Yet Effective*. Notwithstanding anything to the contrary in this Indenture or the Notes, if:

(i) a Note is to be converted and Physical Settlement or Combination Settlement applies to such conversion;

(ii) the record date, effective date or Expiration Time for any event that requires an adjustment to the Conversion Rate pursuant to **Section 5.05(A)** has occurred on or before the Conversion Date for such conversion (in the case of Physical Settlement) or on or before any VWAP Trading Day in the Observation Period for such conversion (in the case of Combination Settlement), but an adjustment to the Conversion Rate for such event has not yet become effective as of such Conversion Date or VWAP Trading Day, as applicable;

(iii) the Conversion Consideration due upon such conversion (in the case of Physical Settlement) or due with respect to such VWAP Trading Day (in the case of Combination Settlement) includes any whole shares of Common Stock; and

(iv) such shares are not entitled to participate in such event (because they were not held on the related record date or otherwise),

then, solely for purposes of such conversion, the Company will, without duplication, give effect to such adjustment on such Conversion Date (in the case of Physical Settlement) or such VWAP Trading Day (in the case of Combination Settlement). In such case, if the date on which the Company is otherwise required to deliver the consideration due upon such conversion is before the first date on which the amount of such adjustment can be determined, then the Company will delay the settlement of such conversion until the second Business Day after such first date.

(E) *Conversion Rate Adjustments where Converting Holders Participate in the Relevant Transaction or Event*. Notwithstanding anything to the contrary in this Indenture or the Notes, if:

(i) a Conversion Rate adjustment for any dividend or distribution becomes effective on any Ex-Dividend Date pursuant to **Section 5.05(A)**;

(ii) a Note is to be converted pursuant to Physical Settlement or Combination Settlement;

(iii) the Conversion Date for such conversion (in the case of Physical Settlement) or any VWAP Trading Day in the Observation Period for such conversion (in the case of Combination Settlement) occurs on or after such Ex-Dividend Date and on or before the related record date;

(iv) the Conversion Consideration due upon such conversion (in the case of Physical Settlement) or due with respect to such VWAP Trading Day (in the case of Combination Settlement) includes any whole shares of Common Stock based on a Conversion Rate that is adjusted for such dividend or distribution; and

(v) such shares would be entitled to participate in such dividend or distribution (including pursuant to **Section 5.02(C)**);

then (x) in the case of Physical Settlement, such Conversion Rate adjustment will not be given effect for such conversion, and the shares of Common Stock issuable upon such conversion based on such unadjusted Conversion Rate will not be entitled to participate in such dividend or distribution, but there will be added, to the consideration otherwise due upon such conversion, the same kind and amount of consideration that would have been delivered in such dividend or distribution with respect to such shares of Common Stock had such shares of Common Stock been entitled to participate in such dividend or distribution; and (y) in the case of Combination Settlement, the Conversion Rate adjustment relating to such Ex-Dividend Date will be made for such conversion in respect of such VWAP Trading Day, but the shares of Common Stock issuable with respect to such VWAP Trading Day based on such adjusted Conversion Rate will not be entitled to participate in such dividend or distribution.

(F) *Stockholder Rights Plans*. If the Company has a stockholder rights plan in effect upon the conversion of any Notes into shares of Common Stock, the person to whom such shares are to be delivered upon conversion will receive, in addition to any shares of Common Stock received in connection with such conversion, the rights under the stockholder rights plan; *provided, however*, that if, prior to any conversion of Notes, the rights pursuant to any such stockholder rights plan have separated from the shares of Common Stock in accordance with the provisions of such stockholder rights plan, then the Conversion Rate will be adjusted pursuant to **Section 5.05(A)(iii)(1)** at the time of separation as if the Company distributed to all or substantially all holders of Common Stock, shares of its Capital Stock, evidences of indebtedness, assets, property, rights, options or warrants of the type set forth in such section, subject to readjustment in accordance with such section.

(G) *Limitation on Effecting Transactions Resulting in Certain Adjustments*. The Company will not engage in or be a party to any transaction or event that would require the Conversion Rate to be adjusted pursuant to **Section 5.05(A)** to an amount that would result in the Conversion Price per share of Common Stock being less than the par value per share of Common Stock.

(H) *Equitable Adjustments to Prices*. Whenever any provision of this Indenture requires the Company to calculate the Last Reported Sale Prices, the Daily VWAPs, the Daily Conversion Values or the Daily Share Amounts over a span of multiple days (including over an Observation Period, a Spin-Off Valuation Period, a Tender/Exchange Offer Valuation Period and the period, if any, for determining the Stock Price), the Company will make appropriate adjustments, if any, to each to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate (or changes to the market price per share of Common Stock resulting from any such event) where the Ex-Dividend Date, effective date or Expiration Date of the event occurs, at any time during the period when the Last Reported Sale Prices, the Daily VWAPs, the Daily Conversion Values or the Daily Share Amounts are to be calculated. The Company will likewise make appropriate adjustments where a Conversion Rate adjustment otherwise required to be made pursuant to the provisions of **Section 5.05(A)** is not made in accordance with the provisions of **Section 5.05(A)(iii)(1)**, **Section 5.05(A)(iv)** or **Section 5.05(B)(i)** that permit or require participation by Holders in a transaction in lieu of such Conversion Rate adjustment.

(I) *Calculation of Number of Outstanding Shares of Common Stock*. For purposes of **Section 5.05(A)**, the number of shares of Common Stock outstanding at any time will (i) include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock; and (ii) exclude shares of Common Stock held in the Company's treasury (unless the Company pays any dividend or makes any distribution on shares of Common Stock held in its treasury).

(J) *Calculations*. All calculations with respect to the Conversion Rate and adjustments thereto will be made to the nearest 1/10,000th of a share of Common Stock (with 5/100,000ths rounded upward), as applicable.

(K) *Notice of Conversion Rate Adjustments*. Upon the effectiveness of any adjustment to the Conversion Rate pursuant to **Section 5.05(A)**, the Company will promptly send notice to the Holders, the Trustee and the Conversion Agent containing (i) a brief description of the transaction or other event on account of which such adjustment was made; (ii) the Conversion Rate in effect immediately after such adjustment; and (iii) the effective time of such adjustment.

(L) For purposes solely of this **Section 5.05**, the number of shares of Common Stock which the Holder of any Note would have been entitled to receive had such Note been converted in full at any time or into which any Note was converted at any time shall be determined assuming such Note was convertible in full at such time and Physical Settlement applied although such Note may not be convertible in full at such time pursuant to **Section 5.01** and although a different Settlement Method may then apply pursuant to **Section 5.03**.

SECTION 5.06 VOLUNTARY ADJUSTMENTS.

(A) *Generally*. To the extent permitted by law and applicable stock exchange rules, the Company, from time to time, may (but is not required to) increase the Conversion Rate by any amount if (i) the Board of Directors determines that such increase is either (x) in the best interest of the Company; or (y) advisable to avoid or diminish any income tax imposed on holders of Common Stock or rights to purchase Common Stock as a result of any dividend or distribution of shares (or rights to acquire shares) of Common Stock or any similar event; (ii) such increase is in effect for a period of at least 20 Business Days; and (iii) such increase is irrevocable during such period.

(B) *Notice of Voluntary Increases*. If the Board of Directors determines to increase the Conversion Rate pursuant to this **Section 5.06**, then, at least 15 Business Days before such increase, the Company will send notice to each Holder of such increase, the amount thereof and the period during which such increase will be in effect.

SECTION 5.07 CONVERSION AMOUNT IN CONNECTION WITH A MAKE-WHOLE FUNDAMENTAL CHANGE.

(A) *Generally*. For the avoidance of doubt, if a Make-Whole Fundamental Change occurs, then each Holder may, at its option, as provided in and subject to the procedures in this **Article 5**, elect to convert such Holder's Notes in respect of the Conversion Amount that includes the Optional Conversion Make-Whole Amount.

(B) N*otice of the Occurrence of a Make-Whole Fundamental Change*. The Company will notify the Holders, the Trustee and the Conversion Agent (if other than the Trustee) in writing of each Make-Whole Fundamental Change occurring pursuant to **clause (A)** of the definition thereof in accordance with **Section 5.01(C)(i)(3)(b)** and **Section 4.03**.

(C) *Settlement of Cash Make-Whole Fundamental Changes*. For the avoidance of doubt, if holders of Common Stock receive solely cash in a Make-Whole Fundamental Change, then, pursuant to **Section 5.09**, conversions of Notes will thereafter be settled no later than the tenth Business Day after the relevant Conversion Date.

SECTION 5.08 EXCHANGE IN LIEU OF CONVERSION.

Notwithstanding anything to the contrary in this **Article 5**, and subject to the terms of this **Section 5.08**, if a Note is submitted for conversion, the Company may elect to arrange to have such Note exchanged in lieu of conversion by a financial institution designated by the Company. To make such election, the Company must send written notice of such election to the Holder of such Note, the Trustee and the Conversion Agent before the Close of Business on the Business Day immediately following the Conversion Date for such Note. If the Company has made such election, then:

(A) no later than the Business Day immediately following such Conversion Date, the Company must deliver (or cause the Conversion Agent to deliver) such Note, together with delivery instructions for the Conversion Consideration due upon such conversion (including wire instructions, if applicable), to a financial institution designated by the Company that has agreed to deliver such Conversion Consideration in the manner and at the time the Company would have had to deliver the same pursuant to this **Article 5**;

(B) if such Note is a Global Note, then (i) such designated institution will send written confirmation to the Conversion Agent promptly after wiring the cash Conversion Consideration, if any, and delivering any other Conversion Consideration, due upon such conversion to the Holder of such Note; and (ii) the Conversion Agent will as soon as reasonably practicable thereafter contact such Holder's custodian with the Depositary to confirm receipt of the same; and

(C) such Note will not cease to be outstanding by reason of such exchange in lieu of conversion;

provided, however, that if such financial institution does not accept such Note or fails to timely deliver such Conversion Consideration, then the Company will be responsible for delivering such Conversion Consideration in the manner and at the time provided in this **Article 5** as if the Company had not elected to make an exchange in lieu of conversion. The Conversion Agent will be entitled to conclusively rely upon the Company's instruction in connection with effecting such exchange election and will have no liability in respect of such exchange election.

SECTION 5.09 EFFECT OF COMMON STOCK CHANGE EVENT.

(A) *Generally*. If there occurs any:

(i) recapitalization, reclassification or change of the Common Stock (other than (x) changes solely resulting from a subdivision or combination of the Common Stock, (y) a change only in par value or from par value to no par value or no par value to par value and (z) stock splits and stock combinations that do not involve the issuance of any other series or class of securities);

(ii) consolidation, merger, combination or binding or statutory share exchange involving the Company;

(iii) sale, lease or other transfer of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person; or

(iv) other similar event;

and, as a result of which, the Common Stock is converted into, or is exchanged for, or represents solely the right to receive, other securities, cash or other property, or any combination of the foregoing (such an event, a "**Common Stock Change Event**," and such other securities, cash or property, the "**Reference Property**," and the amount and kind of Reference Property that a holder of one share of Common Stock would be entitled to receive on account of such Common Stock Change Event (without giving effect to any arrangement not to issue or deliver a fractional portion of any security or other property), a "**Reference Property Unit**"), then, notwithstanding anything to the contrary in this Indenture or the Notes,

(1) from and after the effective time of such Common Stock Change Event, (I) the Conversion Consideration due upon conversion of any Note, and the conditions to any such conversion, will be determined in the same manner as if each reference to any number of shares of Common Stock in this **Article 5** (or in any related definitions) were instead a reference to the same number of Reference Property Units; (II) for purposes of the definitions of "Fundamental Change" and "Make-Whole Fundamental Change," the terms "Common Stock" and

"Common Equity" will be deemed to mean the Common Equity (including depositary receipts representing Common Equity), if any, forming part of such Reference Property; and (III) for purposes of **Section 4.03,** each reference to any number of shares of Common Stock in such Section (or in any related definitions) will instead be deemed to be a reference to the same number of Reference Property Units;

(2) if such Reference Property Unit consists entirely of cash, then the Company will be deemed to elect Physical Settlement in respect of all conversions whose Conversion Date occurs on or after the effective date of such Common Stock Change Event and will pay the cash due upon such conversions no later than the tenth Business Day after the relevant Conversion Date; and

(3) for these purposes, (i) the Daily VWAP of any Reference Property Unit or portion thereof that consists of a class of Common Equity securities will be determined by reference to the Daily VWAP, substituting, if applicable, the Bloomberg page for such class of securities in such definition; and (ii) the Daily VWAP of any Reference Property Unit or portion thereof that does not consist of a class of Common Equity securities, and the or Last Reported Sale Price of any Reference Property Unit or portion thereof that does not consist of a class of securities, will be the fair value of such Reference Property Unit or portion thereof, as applicable, determined in good faith and in a commercially reasonable manner by the Company (or, in the case of cash denominated in U.S. dollars, the face amount thereof).

If the Reference Property consists of more than a single type of consideration to be determined based in part upon any form of stockholder election, then the composition of the Reference Property Unit will be deemed to be the weighted average of the types and amounts of consideration actually received, per share of Common Stock, by the holders of Common Stock. The Company will notify Holders, the Trustee and the Conversion Agent (if other than the Trustee) in writing of such weighted average as soon as practicable after such determination is made.

At or before the effective time of such Common Stock Change Event, the Company and the resulting, surviving or transferee Person (if not the Company) of such Common Stock Change Event (the "**Successor Person**") will execute and deliver to the Trustee a supplemental indenture pursuant to **Section 8.01(F)**, which supplemental indenture will (x) provide for subsequent conversions of Notes in the manner set forth in this **Section 5.09**; (y) provide for subsequent adjustments to the Conversion Rate pursuant to **Section 5.07(A)** in a manner consistent with this **Section 5.09**, if the Reference Property includes, in whole or in part, any stock or other securities; and (z) contain such other provisions, if any, that the Company determines in good faith and in a commercially reasonable manner are appropriate to preserve the economic interests of the Holders and to give effect to the provisions of this **Section 5.09(A)**. If the Reference Property includes shares of stock or other securities or assets (other than cash or cash equivalents) of a Person other than the Successor Person that is an Affiliate of the Company or the Successor Person, then such other Person will also execute such supplemental indenture and such supplemental indenture will contain such additional provisions, if any, that the Company reasonably determines are appropriate to preserve the economic interests of the Holders.

(B) *Notice of Common Stock Change Events.* The Company will provide notice of each Common Stock Change Event in the manner provided in **Section 5.01(C)(i)(3)(b)**.

(C) *Compliance Covenant*. The Company will not become a party to any Common Stock Change Event unless its terms are consistent with this **Section 5.09**.

SECTION 5.10 LIMITS UPON ISSUANCE OF SHARES OF COMMON STOCK UPON CONVERSION.

(A) Notwithstanding anything to the contrary, the Company shall not effect the conversion of any portion of this Note for shares of Common Stock, any Holder of a Physical Note or owner of a beneficial interest in a Global Note shall not have the right to convert any portion of this Note for shares of Common Stock, and any such conversion shall be null and void and treated as if never made, to the extent that after giving effect or immediately prior to such conversion of the Note for shares of Common Stock the Holder or owner of a beneficial interest in a Global Note, (x) together with the other Attribution Parties, collectively would beneficially own in excess of 4.99% of the number of shares of Common Stock issued and outstanding immediately after giving effect to such conversion of this Note for shares of Common Stock or (y) would, for purposes of Section 871(h)(3)(C) of the Internal Revenue Code of 1986, as amended (the "**Code**"), be deemed to own, directly indirectly or by attribution (in accordance with the attribution rules set forth in Sections 871(h)(3)(C) and 881(c) of the Code), beneficially or of record, in excess of 4.99% of the number of shares of Common Stock issued and outstanding immediately after giving effect to such conversion of this Note for shares of Common Stock (the "**Maximum Percentage**"). For purposes of clause (x) of the definition of Maximum Percentage, the aggregate number of shares of Common Stock beneficially owned by Holder of a Physical Note or owner of a beneficial interest in a Global Note and the other Attribution Parties shall include the number of shares of Common Stock held by Holder of a Physical Note or owner of a beneficial interest in a Global Note and all other Attribution Parties plus the number of shares of Common Stock issuable upon conversion of this Note with respect to which the determination of such sentence is being made, but shall exclude shares of Common Stock which would be issuable upon (A) conversion of the remaining Notes beneficially owned by such Holder of a Physical Note or owner of a beneficial interest in a Global Note or any of the other Attribution Parties and (B) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any convertible notes, convertible preferred stock or warrants) beneficially owned by such Holder of a Physical Note or owner of a beneficial interest in a Global Note or any of the Attribution Parties subject to a limitation on conversion or exercise analogous to the limitation contained in this **Section 5.10**. For purposes of clause (x) of the definition of Maximum Percentage, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act. For purposes of determining the number of outstanding shares of Common Stock Holder of a Physical Note or owner of a beneficial interest in a Global Note may acquire upon the conversion of this Note without exceeding the Maximum Percentage, Holder of a Physical Note or owner of a beneficial interest in a Global Note may rely on the number of outstanding shares of Common Stock as reflected in (x) the Company's most recent Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other public filing with the SEC, as the case may be, (y) a more recent public announcement by the Company or (z) any other written notice by the Company, if any, setting forth the number of shares of Common Stock outstanding (the "**Reported Outstanding Share Number**"). If the Company receives an conversion notice from Holder of a Physical Note or owner of a beneficial interest in a Global Note at a time when the actual number of outstanding shares of Common Stock is less than the Reported Outstanding Share Number, the Company shall notify Holder of a Physical Note or owner of a beneficial interest in a Global Note

in writing of the number of shares of Common Stock then outstanding and, to the extent that such conversion notice would otherwise cause such Holder of a Physical Note's or owner of a beneficial interest in a Global Note's beneficial or deemed ownership under clause (x) and clause (y) above, as determined pursuant to this **Section 5.10**, to exceed the Maximum Percentage, such Holder of a Physical Note or owner of a beneficial interest in a Global Note must notify the Company of a reduced number of shares of Common Stock to be delivered pursuant to such conversion notice. Upon delivery of a written notice to the Company, any Holder of a Physical Note or owner of a beneficial interest in a Global Note may from time to time increase (with such increase not effective until the 61st day after deliver of such notice) or decrease the Maximum Percentage of such Holder of a Physical Note or owner of a beneficial interest in a Global Note to any other percentage not in excess of 9.99% as specified in such notice; *provided* that (i) any such increase in the Maximum Percentage will not be effective until the 61st day after such notice is delivered to the Company and (ii) any such increase or decrease will apply only to such Holder of a Physical Note or owner of a beneficial interest in a Global Note and the other Attribution Parties and not to any other Holder of a Physical Note or owner of a beneficial interest in a Global Note that is not an Attribution Party of such Holder of a Physical Note or owner of a beneficial interest in a Global Note. As used herein, "**Attribution Parties**" means, collectively, the following Persons and entities: (i) any investment vehicle, including any funds, feeder funds or managed accounts, currently, or from time to time after the date hereof, directly or indirectly managed or advised by Holder of a Physical Note's or owner of a beneficial interest in a Global Note's investment manager or any of its affiliates or principals, (ii) any direct or indirect affiliates of Holder of a Physical Note or owner of a beneficial interest in a Global Note or any of the foregoing, (iii) any Person acting or who would be deemed to be acting as a Section 13(d) group together with Holder of a Physical Note or owner of a beneficial interest in a Global Note and any of the foregoing and (iv) any other Persons whose beneficial ownership of the Common Stock would be aggregated with Holder of a Physical Note's or owner of a beneficial interest in a Global Note's and the other Attribution Parties for purposes of Section 13(d) of the Act.

(B) Any portion of an exercise that would result in the issuance of shares of Common Stock in excess of the Maximum Percentage ("**Excess Exercise Shares**") shall be cancelled and treated as null and void ab initio and the Holder of a Physical Note or owner of a beneficial interest in a Global Note shall not have the power to vote or to transfer the Excess Exercise Shares.

(C) In any case in which the exercise of this Note for shares of Common Stock would result in Holder of a Physical Note or owner of a beneficial interest in a Global Note, together with the other Attribution Parties, collectively beneficially owning shares of Common Stock in excess of the Maximum Percentage, the Company shall issue to Holder of a Physical Note or owner of a beneficial interest in a Global Note the number of shares of Common Stock that would result in Holder of a Physical Note or owner of a beneficial interest in a Global Note beneficially owning, together with the other Attribution Parties, as approximately equal to the Maximum Percentage as possible without the Company issuing any fractional shares of Common Stock.

(D) In furtherance of this **Section 5.10**, upon written request of Holder of a Physical Note or owner of a beneficial interest in a Global Note, the Company shall within one Business Day confirm in writing the number of shares of Common Stock then issued and outstanding.

(E) The provisions of this **Section 5.10** shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this section to the extent necessary or desirable to properly give effect to the Maximum Percentage.

(F) For purposes of clarity, the shares of Common Stock issuable to Holder of a Physical Note or owner of a beneficial interest in a Global Note pursuant to the terms of this Note in excess of the Maximum Percentage shall not be deemed to be beneficially owned by Holder of a Physical Note or owner of a beneficial interest in a Global Note for any purpose, including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the Exchange Act.

(G) For the avoidance of doubt, subject to this **Section 5.10**, the Company shall not effect the conversion of any portion of this Note for shares of Common Stock, any Holder of a Physical Note or the owner of a beneficial interest in a Global Note shall not have the right to convert any portion of this Note for shares of Common Stock, and any such conversion shall be null and void and treated as if never made, without the Company having obtained the Shareholder Approvals. If such Shareholder Approvals are not obtained on or prior to January 26, 2024, so long as no Event of Default is continuing, the Company may, following an amendment to this Indenture as provided in Section 4.2(f) of the Exchange Agreement, on or after January 26, 2024, by written notice to the Trustee and the Holders, except as permitted by **Section 5.01(C)**, in its sole discretion prohibit conversions and reject any conversion request until the date that is the earlier of (x) two years after the Issue Date and (y) the date that Shareholder Approvals are obtained (the "**Conversion Prohibition Right**"); *provided* that on the earlier of (x) two years after the Issue Date and (y) the date that Shareholder Approvals are obtained, the Conversion Prohibition Right shall cease to apply.

(H) The limitations contained in this paragraph may not be waived and shall apply to a successor holder of the Note.

(I) Neither the Trustee nor the Conversion Agent shall have any obligation to monitor whether any conversion pursuant to this Indenture is in compliance with the foregoing provisions or the requirements of the Exchange Act, and shall have no obligation to monitor the shares of Common Stock held or to be held by any Holder.

SECTION 5.11 NOTICE TO HOLDERS PRIOR TO CERTAIN ACTIONS.

In case of any:

(A) action by the Company or one of its Subsidiaries that would require an adjustment to the Conversion Rate under **Section 5.05**;

(B) Common Stock Change Event; or

(C) voluntary or involuntary dissolution, liquidation or winding-up of the Company or any of its Subsidiaries.

then, in each case (unless notice of such event is otherwise required pursuant to another provision of this Indenture excluding, for the avoidance of doubt, **Section 5.05(K)**), the Company shall cause to be filed with the Trustee and the Conversion Agent and to be sent to each Holder at such Holder's address appearing on the Register, as promptly as practicable but in any event at least five calendar days prior to the applicable date specified in clause (x) or (y) below (or, if the date on which the Company first knows of the applicable date specified in clause (x) or (y) below is later than such applicable date, no more than two Business Days after such date on which the Company first has such knowledge), or, in any such case, prior to such earlier time as notice thereof shall be required to be given pursuant to Rule 10b-17 under the Exchange Act, a notice starting (x) the date as of which the of record of shares of Common Stock are to be determined for the purpose of such action by the Company or one of its Subsidiaries or, in the case of a stock split or stock combination, the effective date of such stock split or stock combination or, in the case of a tender or exchange offer, the date on which such tender offer or exchange offer commences, or (y) the date on which such Common Stock Change Event, dissolution, liquidation or winding-up is expected to become effective or occur, and, if applicable, the date as of which it is expected that holders of record of shares of Common Stock shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such Common Stock Change Event, dissolution, liquidation or winding up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of any such event or the operation of any provision herein consequent on or relating to such event.

If at any time the Company shall cancel any of the proposed transactions for which notice has been given under this **Section 5.11** prior to the consummation hereof, the Company shall cause to be filed with the Trustee and the Conversion Agent and to be sent to each Holder at such Holder's address appearing on the Register, as promptly as practicable, notice of such cancellation.

ARTICLE 6
SUCCESSORS

SECTION 6.01 WHEN THE COMPANY MAY MERGE, ETC.

(A) *Generally*. The Company will not consolidate with or merge with or into, or (directly, or indirectly through one or more of the Company's Subsidiaries) sell, lease or otherwise transfer, in one transaction or a series of transactions, all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to another Person (other than any such sale, lease or transfer to one or more of the Company's Wholly Owned Subsidiaries not effected by means of a consolidation or merger) (a "**Business Combination Event**"), unless:

(i) the resulting, surviving or transferee Person either (x) is the Company or (y) if not the Company, is a corporation (the "**Successor Corporation**") duly organized and existing under the laws of the United States of America, any State thereof or the District of Columbia that expressly assumes (by executing and delivering to the Trustee, at or before the effective time of such Business Combination Event, a supplemental indenture pursuant to **Section 8.01(E)**) all of the Company's obligations under this Indenture and the Notes;

(ii) immediately after giving effect to such Business Combination Event, no Default or Event of Default will have occurred and be continuing;

(iii) each Guarantor shall have by supplemental indenture to this Indenture confirmed that its Subsidiary Guarantee shall apply to such Successor Company's obligations under the Notes, this Indenture and the Indenture Documents;

(iv) the Successor Company (if not the Company) shall take such action (or agree to take such action) as may be reasonably necessary to cause any property or assets that constitute Collateral owned by or transferred to the Successor Company (if not the Company) to be subject to the Liens in the manner and to the extent required under the Indenture Documents; and

(v) the Successor Company (if not the Company) will have delivered to the Trustee and the Collateral Agent certain Officer's Certificates and Opinions of Counsel pursuant to this Indenture.

(B) *Delivery of Officer's Certificate and Opinion of Counsel to the Trustee and the Collateral Agent*. Before the effective time of any Business Combination Event, the Company will deliver to the Trustee and the Collateral Agent an Officer's Certificate and Opinion of Counsel, each stating that:

(i) such Business Combination Event (and, if applicable, the related supplemental indenture) comply with **Section 6.01(A)**; and

(ii) all conditions precedent to such Business Combination Event provided in this Indenture have been satisfied.

SECTION 6.02 SUCCESSOR CORPORATION SUBSTITUTED.

At the effective time of any Business Combination Event that complies with **Section 6.01**, the Successor Corporation (if not the Company) will succeed to, and may exercise every right and power of, the Company under this Indenture, the Subsidiary Guarantees and the Notes with the same effect as if such Successor Corporation had been named as the Company in this Indenture, the Subsidiary Guarantees and the Notes, and, except in the case of a lease, the predecessor Company will be discharged from its obligations under this Indenture, the Subsidiary Guarantees, the Notes and the Security Documents.

ARTICLE 7
DEFAULTS AND REMEDIES

SECTION 7.01 EVENTS OF DEFAULT.

(A) *Definition of Events of Default*. "**Event of Default**" means the occurrence of any of the following:

(i) a default in the payment when due (whether at maturity, upon Redemption, Repurchase Upon Fundamental Change, Repurchase Upon Asset Sale or otherwise) of the principal of, or the Redemption Price or Fundamental Change Repurchase Price or Asset Sale Excess Proceeds Offer Price for, any Note;

(ii) a default for 30 consecutive days in the payment when due of interest on any Note;

(iii) the Company's failure to deliver, when required by this Indenture, (x) a Fundamental Change Notice or an Asset Sale Notice, (y) a notice of a Make-Whole Fundamental Change or (z) a notice pursuant to **Section 5.01(C)(i)(3)**, if such failure is not cured within five Business Days after its occurrence;

(iv) a default in the Company's obligation to convert a Note in accordance with **Article 5** upon the exercise of the conversion right with respect thereto, if such default is not cured within three Business Days after its occurrence;

(v) a default in the Company's obligations under **Article 6**;

(vi) a default in any of the Company's or any Guarantor's obligations or agreements under this Indenture or the Notes or any Other Indenture Document (other than a default set forth in **clause (i)**, **(ii)**, **(iii)**, **(iv)** or **(v)** of this **Section 7.01(A)**) where such default is not cured or waived within 60 days after notice to the Company by the Trustee, or to the Company and the Trustee by Holders of at least 25% of the aggregate principal amount of Notes then outstanding, which notice must specify such default, demand that it be remedied and state that such notice is a "Notice of Default";

(vii) a default by the Company, any Guarantor or any other Subsidiary with respect to any one or more mortgages, agreements or other instruments under which there is outstanding, or by which there is secured or evidenced, any indebtedness for money borrowed of at least $6,000,000 (or its foreign currency equivalent) in the aggregate of the Company or any of its Subsidiaries, whether such indebtedness exists as of the Issue Date or is thereafter created, where such default:

(1) constitutes a failure to pay the principal of such indebtedness when due and payable at its stated maturity, upon required repurchase, upon declaration of acceleration or otherwise, in each case after the expiration of any applicable grace period; or

(2) results in such indebtedness becoming or being declared due and payable before its stated maturity (an "**Acceleration**"),

and, in either case as applicable, such Acceleration has not been rescinded or annulled or such failure to pay or default is not cured or waived, or such indebtedness is not paid or discharged in full, within 30 days after written notice to the Company by the Trustee or to the Company and the Trustee by Holders of at least 25% of the aggregate principal amount of Notes then outstanding;

(viii) the Company, any Guarantor or any other Subsidiary, pursuant to or within the meaning of any Bankruptcy Law, either:

(1) commences a voluntary case or proceeding;

(2) consents to the entry of an order for relief against it in an involuntary case or proceeding;

(3) consents to the appointment of a custodian of it or for any substantial part of its property;

(4) makes a general assignment for the benefit of its creditors;

(5) takes any comparable action under any foreign Bankruptcy Law; or

(6) generally is not paying its debts as they become due; or

(ix) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that either:

(1) is for relief against Company, any Guarantor or any other Subsidiary in an involuntary case or proceeding;

(2) appoints a custodian of the Company, any Guarantor or any other Subsidiary, or for any substantial part of the property of the Company, any Guarantor or any other Subsidiary;

(3) orders the winding up or liquidation of the Company, any Guarantor or any other Subsidiary; or

(4) grants any similar relief under any foreign Bankruptcy Law, and, in each case under this **Section 7.01(A)(ix)**, such order or decree remains unstayed and in effect for at least 60 days;

(x) the obligation of any Guarantor under its Guaranty or any other Indenture Document to which any Guarantor is a party is limited or terminated by operation of law or by such Guarantor (other than, in each case, in accordance with the terms of this Indenture or such other Indenture Documents), or if any Guarantor fails to perform any obligation under its Guaranty or under any such Indenture Document, or repudiates or revokes or purports to repudiate or revoke in writing any obligation under its Guaranty, or under any such Indenture Document, or any other Guarantor ceases to exist for any reason (other than in accordance with the terms of this Indenture);

(xi) any Security Document after delivery thereof shall for any reason cease (or shall be asserted in writing by the Issuer or any Guarantor to cease) to create a valid and perfected Lien to the extent required by the Security Documents (subject to no other Liens other than Permitted Liens) on Collateral that is purported to be covered thereby (other than (x) in accordance with the terms of this Indenture or the terms of the Intercreditor Agreement or the Security Documents or (y) except to the extent that any such cessation of the Liens results from the failure of the administrative agent or the lender the Credit Agreement or the Applicable Collateral Agent, as the case may be, in each case, as bailee for the Collateral Agent pursuant to the terms of the Intercreditor Agreement, to maintain possession of certificates actually delivered to it representing securities pledged under the Security Documents);

(xii) the validity or enforceability of any Indenture Document shall at any time for any reason be declared to be null and void by a court of competent jurisdiction, or a proceeding shall be commenced by the Company or any Guarantor or any of their Subsidiaries, or a proceeding shall be commenced by any Governmental Authority having jurisdiction over the Company or any Guarantor or any of their Subsidiaries, seeking to establish the invalidity or unenforceability thereof, or the Company or any Guarantor or any of their Subsidiaries shall deny in writing that the Company or any Guarantor or such Subsidiary has any liability on account of the Obligations;

(xiii) a default in any of the Company's or any Guarantor's obligations or agreements under the Credit Agreement or any other Credit Documents where such default is not cured or waived within the time periods provided in the Credit Agreement prior to such default becoming an "Event of Default" thereunder; or

(xiv) the Company shall breach or default in the observance or performance of any covenant, agreement or requirement under the Exchange Agreement.

For the avoidance of doubt, any event specified in clause (vii) or in clause (xiii) above with respect to the Credit Agreement shall constitute an "Event of Default" whether or not such event also constitutes an "Event of Default" pursuant to clause (xiii) or clause (vii) above, respectively.

(B) *Cause Irrelevant*. Each of the events set forth in **Section 7.01(A)** will constitute an Event of Default regardless of the cause thereof or whether voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

SECTION 7.02 ACCELERATION.

(A) *Automatic Acceleration in Certain Circumstances*. If an Event of Default set forth in **Section 7.01(A)(viii)** or **7.01(A)(ix)** occurs with respect to the Company (and not solely with respect to a Guarantor or a Subsidiary of the Company), then the principal amount of, and all accrued and unpaid interest on, and the Acceleration Premium with respect to, all of the Notes then outstanding will immediately become due and payable without any further action or notice by any Person.

(B) *Optional Acceleration*. Subject to **Section 7.03**, if an Event of Default (other than an Event of Default set forth in **Section 7.01(A)(viii)** or **7.01(A)(ix)** with respect to the Company and not solely with respect to a Guarantor or Subsidiary of the Company) occurs and is continuing, then the Trustee, by notice to the Company, or Holders of at least 25% of the aggregate principal amount of Notes then outstanding, by notice to the Company and the Trustee, may declare the principal amount of, and all accrued and unpaid interest on, and the Acceleration Premium with respect to, all of the Notes then outstanding to become due and payable immediately.

(C) *Agreements Regarding Applicable Premium*. It is understood and agreed that if the Notes are accelerated or otherwise become due prior to the Maturity Date (including as a result of any Event of Default and any acceleration as a result thereof (including the acceleration of claims by operation of law) or upon a Repurchase Upon Fundamental Change or a Repurchase Upon Asset Sale), the Applicable Premium will also automatically be due and payable and shall constitute part of the Obligations with respect to the Notes. In view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of the applicable Holder's lost profits as a result thereof, any such Applicable Premium payable shall be presumed to be the liquidated damages sustained by the

applicable Holder as the result of the early prepayment and the Company and each of the Guarantors agrees that it is reasonable under the circumstances currently existing. EACH OF THE COMPANY AND THE GUARANTORS EXPRESSLY WAIVES (TO THE FULLEST EXTENT IT MAY LAWFULLY DO SO) THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING AMOUNTS IN CONNECTION WITH ANY SUCH ACCELERATION OR REPAYMENT OR REPURCHASE, ANY RESCISSION OF SUCH ACCELERATION OR THE COMMENCEMENT OF ANY PROCEEDING UNDER DEBTOR RELIEF LAWS. Each of the Company and the Guarantors expressly agrees (to the fullest extent it may lawfully do so) that: (A) the Applicable Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Applicable Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the applicable Holder and the Company and the Guarantors giving specific consideration in this transaction for such agreement to pay such Applicable Premium; and (D) each of the Company and the Guarantors shall be estopped hereafter from claiming differently than as agreed to in this paragraph. Each of the of the Company and the Guarantors expressly acknowledges that its agreement to pay such Applicable Premium to the Holders as herein described is a material inducement to the Holders to acquire the Notes.

(D) *Rescission of Acceleration*. Notwithstanding anything to the contrary in this Indenture or the Notes, Holders of more than 50% of the aggregate principal amount of Notes then outstanding (the "**Majority Holders**"), by notice to the Company and the Trustee, may, on behalf of all Holders, rescind any acceleration of the Notes and its consequences if (i) such rescission would not conflict with any judgment or decree of a court of competent jurisdiction; and (ii) all existing Events of Default (except the non-payment of principal of, or interest on, the Notes that has become due solely because of such acceleration) have been cured or waived. No such rescission will affect any subsequent Default or impair any right consequent thereto.

SECTION 7.03 SOLE REMEDY FOR A FAILURE TO REPORT.

(A) *Generally*. Notwithstanding anything to the contrary in this Indenture or the Notes, the Company may elect that the sole remedy for any Event of Default (a "**Reporting Event of Default**") pursuant to **Section 7.01(A)(vi)** arising from the Company's failure to comply with **Section 3.02** will, for each of the first 365 calendar days on which a Reporting Event of Default has occurred and is continuing, consist exclusively of the accrual of Special Interest on the Notes, which Special Interest shall be payable solely in cash. If the Company has made such an election, then (i) the Notes will be subject to acceleration pursuant to **Section 7.02** on account of the relevant Reporting Event of Default from, and including, the 366th calendar day on which a Reporting Event of Default has occurred and is continuing or if the Company fails to pay any accrued and unpaid Special Interest when due; and (ii) Special Interest will cease to accrue on any Notes from, and including, such 366th calendar day (it being understood that interest on any defaulted Special Interest will nonetheless accrue pursuant to **Section 2.05(B)**).

(B) *Amount and Payment of Special Interest*. Any Special Interest that accrues on a Note pursuant to **Section 7.03(A)** will be payable on the same dates and in the same manner as the portion of the Stated Interest on such Note payable in cash and will accrue at a rate per annum equal to one quarter of one percent (0.25%) of the principal amount thereof for the first 180 days

on which Special Interest accrues and, thereafter, at a rate per annum equal to one half of one percent (0.50%) of the principal amount thereof; *provided, however*, that in no event will Special Interest, together with any Additional Interest that may accrue as a result of the Company's failure to timely file any report (other than Form 8-K reports) that it is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, accrue on any day on a Note at a combined rate per annum that exceeds 0.50%. For the avoidance of doubt, any Special Interest that accrues on a Note will be in addition to the Stated Interest that accrues on such Note and, subject to the proviso of the immediately preceding sentence, in addition to any Additional Interest that accrues on such Note.

(C) *Notice of* Election. To make the election set forth in **Section 7.03(A)**, the Company must send to the Holders, the Trustee and the Paying Agent, before the date on which each Reporting Event of Default first occurs, a notice that (i) briefly describes the report(s) that the Company failed to file with or furnish to the SEC; (ii) states that the Company is electing that the sole remedy for such Reporting Event of Default consist of the accrual of Special Interest; and (iii) briefly describes the periods during which and rate at which Special Interest will accrue and the circumstances under which the Notes will be subject to acceleration on account of such Reporting Event of Default.

(D) *Notice to Trustee and Paying Agent; Trustee's Disclaimer*. If Special Interest accrues on any Note, then, no later than five Business Days before each date on which such Special Interest is to be paid, the Company will deliver an Officer's Certificate to the Trustee and the Paying Agent stating (i) that the Company is obligated to pay Special Interest on such Note on such date of payment; and (ii) the amount of such Special Interest that is payable on such date of payment. The Trustee will have no duty to determine whether any Special Interest is payable or the amount thereof.

(E) *No Effect on Other Events of Default*. No election pursuant to this **Section 7.03** with respect to a Reporting Event of Default will affect the rights of any Holder with respect to any other Event of Default, including with respect to any other Reporting Event of Default.

SECTION 7.04 OTHER REMEDIES.

(A) *Trustee May Pursue All Remedies*. If an Event of Default occurs and is continuing, then the Trustee may pursue any available remedy to collect the payment of any amounts due with respect to the Notes or to enforce the performance of any provision of this Indenture or the Notes.

(B) *Procedural Matters*. The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in such proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy following an Event of Default will not impair the right or remedy or constitute a waiver of, or acquiescence in, such Event of Default. All remedies will be cumulative to the extent permitted by law.

SECTION 7.05 WAIVER OF PAST DEFAULTS.

An Event of Default pursuant to **clause (i)**, **(ii)**, **(iv)** or **(vi)** of **Section 7.01(A)** (that, in the case of **clause (vi)** only, results from a Default under any covenant that cannot be amended without the consent of each affected Holder), and a Default that could lead to such an Event of Default, can be waived only with the consent of each affected Holder. Each other Default or Event of Default may be waived, on behalf of all Holders, by the Majority Holders. If an Event of Default is so waived, then it will cease to exist. If a Default is so waived, then it will be deemed to be cured and any Event of Default arising therefrom will be deemed not to occur. However, no such waiver will extend to any subsequent or other Default or Event of Default or impair any right arising therefrom.

SECTION 7.06 CONTROL BY MAJORITY.

The Majority Holders may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law, this Indenture or the Notes, or that, subject to **Section 10.01**, the Trustee determines may be unduly prejudicial to the rights of other Holders or may involve the Trustee in liability, unless the Trustee is offered, and if requested, provided security and indemnity satisfactory to the Trustee against any loss, liability or expense to the Trustee that may result from the Trustee's following such direction (it being understood that the Trustee does not have an affirmative duty to determine whether any direction is prejudicial to any Holder).

SECTION 7.07 LIMITATION ON SUITS.

No Holder may pursue any remedy with respect to this Indenture or the Notes (except to enforce (x) its rights to receive the principal of, or the Redemption Price or Fundamental Change Repurchase Price or Asset Sale Excess Proceeds Offer Price for, or interest on, any Notes; or (y) the Company's obligations to convert any Notes pursuant to **Article 5**), unless:

(A) such Holder has previously delivered to the Trustee notice that an Event of Default is continuing;

(B) Holders of at least 25% in aggregate principal amount of the Notes then outstanding deliver a written request to the Trustee to pursue such remedy;

(C) such Holder or Holders offer and, if requested, provide to the Trustee security and indemnity satisfactory to the Trustee against any loss, liability or expense to the Trustee that may result from the Trustee's following such request;

(D) the Trustee does not comply with such request within 60 calendar days after its receipt of such request and such offer of security or indemnity; and

(E) during such 60 calendar day period, the Majority Holders do not deliver to the Trustee a direction that is inconsistent with such request.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over another Holder. The Trustee will have no duty to determine whether any Holder's use of this Indenture complies with the preceding sentence.

SECTION 7.08 ABSOLUTE RIGHT OF HOLDERS TO INSTITUTE SUIT FOR THE ENFORCEMENT OF THE RIGHT TO RECEIVE PAYMENT AND CONVERSION CONSIDERATION.

Notwithstanding anything to the contrary in this Indenture or the Notes, but without limiting the provisions described in **Section 8.01**, the right of each Holder of a Note to bring suit for the enforcement of any payment or delivery, as applicable, of the principal of, or the Redemption Price or Fundamental Change Repurchase Price or Asset Sale Excess Proceeds Offer Price for, or any interest on, or the Conversion Consideration due pursuant to **Article 5** upon conversion of, such Note on or after the respective due dates therefor provided in this Indenture and the Notes, will not be impaired or affected without the consent of such Holder.

SECTION 7.09 COLLECTION SUIT BY TRUSTEE.

The Trustee will have the right, upon the occurrence and continuance of an Event of Default pursuant to **clause (i)**, **(ii)** or **(iv)** of **Section 7.01(A)**, to recover judgment in its own name and as trustee of an express trust against the Company for the total unpaid or undelivered principal of, or Redemption Price or Fundamental Change Repurchase Price or Asset Sale Excess Proceeds Offer Price for, or interest on, or Conversion Consideration due pursuant to **Article 5** upon conversion of, the Notes, as applicable, and, to the extent lawful, any Default Interest on any Defaulted Amounts, and such further amounts sufficient to cover the costs and expenses of collection, including compensation provided for in **Section 10.06**.

SECTION 7.10 TRUSTEE MAY FILE PROOFS OF CLAIM.

The Trustee has the right to (A) file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Holders allowed in any judicial proceedings relative to the Company (or any other obligor upon the Notes) or its creditors or property and (B) collect, receive and distribute any money or other property payable or deliverable on any such claims. Each Holder authorizes any custodian in such proceeding to make such payments to the Trustee, and, if the Trustee consents to the making of such payments directly to the Holders, to pay to the Trustee any amount due to the Trustee and the Collateral Agent for the reasonable compensation, expenses, disbursements and advances of the Trustee, and its agents and counsel, and any other amounts payable to the Trustee and the Collateral Agent pursuant to **Section 10.06**. To the extent that the payment of any such compensation, expenses, disbursements, advances and other amounts out of the estate in such proceeding, is denied for any reason, payment of the same will be secured by a lien on, and will be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding (whether in liquidation or under any plan of reorganization or arrangement or otherwise). Nothing in this Indenture will be deemed to authorize the Trustee to authorize, consent to, accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 7.11 PRIORITIES.

Subject to the Intercreditor Agreement, the Trustee will pay or deliver in the following order any money or other property that it collects pursuant to this **Article 7**:

First: to the Trustee, the Collateral Agent, the other Note Agents and each of their agents and attorneys for amounts due under **Section 10.06**, including payment of all fees, compensation, expenses and liabilities incurred, and all advances made, by the Trustee and the Notes Agents and the costs and expenses of collection;

Second: to Holders for unpaid amounts or other property due on the Notes, including the principal of, or the Redemption Price or Fundamental Change Repurchase Price or Asset Sale Excess Proceeds Offer Price for, or any interest on, or any Conversion Consideration due upon conversion of, the Notes, ratably, and without preference or priority of any kind, according to such amounts or other property due and payable on all of the Notes; and

Third: to the Company or such other Person as a court of competent jurisdiction directs.

The Trustee may fix a record date and payment date for any payment or delivery to the Holders pursuant to this **Section 7.11**, in which case the Trustee will instruct the Company to, and the Company will, deliver, at least 15 calendar days before such record date, to each Holder and the Trustee a notice stating such record date, such payment date and the amount of such payment or nature of such delivery, as applicable.

SECTION 7.12 UNDERTAKING FOR COSTS.

In any suit for the enforcement of any right or remedy under this Indenture or the Notes or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court, in its discretion, may (A) require the filing by any litigant party in such suit of an undertaking to pay the costs of such suit, and (B) assess reasonable costs (including reasonable attorneys' fees) against any litigant party in such suit, having due regard to the merits and good faith of the claims or defenses made by such litigant party; *provided, however*, that this **Section 7.12** does not apply to any suit by the Trustee, any suit by a Holder pursuant to **Section 7.08** or any suit by one or more Holders of more than 10% in aggregate principal amount of the Notes then outstanding.

ARTICLE 8
AMENDMENTS, SUPPLEMENTS AND WAIVERS

SECTION 8.01 WITHOUT THE CONSENT OF HOLDERS.

Notwithstanding anything to the contrary in **Section 8.02**, the Company, the Guarantors, the Trustee and the Collateral Agent (if applicable) may amend or supplement this Indenture or the Notes or any of the other Indenture Documents without the consent of any Holder to:

(A) cure any ambiguity or correct any omission, defect or inconsistency in this Indenture or the Notes or any of the other Indenture Documents;

(B) add Subsidiary Guarantees with respect to the Company's obligations under this Indenture or the Notes or any of the other Indenture Documents;

(C) add Collateral with respect to the Notes and the Subsidiary Guarantees

(D) add to the Company's covenants or Events of Default for the benefit of the Holders or surrender any right or power conferred on the Company;

(E) provide for the assumption of the Company's obligations under this Indenture and the Notes and any of the other Indenture Documents pursuant to, and in compliance with, **Article 6**;

(F) enter into supplemental indentures pursuant to, and in accordance with, **Section 5.09** in connection with a Common Stock Change Event;

(G) irrevocably elect any Settlement Method (including Combination Settlement with a Specified Dollar Amount per $1,000 principal amount of Notes of $1,000 or with an ability to continue to set the Specified Dollar Amount per $1,000 principal amount of Notes at or above any specific amount set forth in such election notice) or Specified Dollar Amount, or eliminate the Company's right to elect a Settlement Method, or change the Settlement Method deemed elected by the Company if it does not timely elect a Settlement Method applicable to a conversion of Notes; *provided*, *however*, that no such election, elimination or change will affect any Settlement Method theretofore elected (or deemed to be elected) with respect to any Note pursuant to **Section 5.03(A)**;

(H) evidence or provide for the acceptance of the appointment, under this Indenture, of a successor Trustee, Collateral Agent, Paying Agent, Conversion Agent or Registrar;

(I) provide for or confirm the issuance of, or to comply with any applicable Depositary Procedures rules with respect to, PIK Notes pursuant to **Section 2.03(B)**;

(J) comply with any requirement of the SEC in connection with any qualification of this Indenture or any supplemental indenture under the Trust Indenture Act, as then in effect;

(K) increase the Conversion Rate as provided in this Indenture or the Exchange Agreement;

(L) make any other change to this Indenture or the Notes or any of the other Indenture Documents that does not, individually or in the aggregate with all other such changes, adversely affect the rights of the Holders, as such, in any material respect;

(M) confirm and evidence the release, termination or discharge of any guarantee of or Lien securing the Notes when such release, termination or discharge is permitted by this Indenture and the Security Documents and the Intercreditor Agreement; or

(N) with respect to the Security Documents and the Intercreditor Agreement, as provided in the relevant Security Document or Intercreditor Agreement.

SECTION 8.02 WITH THE CONSENT OF HOLDERS.

(A) *Generally*. Subject to **Sections 8.01**, **7.05** and **7.08** and the immediately following sentence, the Company, the Guarantors, the Trustee and the Collateral Agent (if applicable) may, with the consent of the Majority Holders, amend or supplement this Indenture or the Notes or waive compliance with any provision of this Indenture or the Notes. Notwithstanding anything to the contrary in the foregoing sentence, without the consent of each affected Holder, no amendment or supplement to this Indenture or the Notes or any of the other Indenture Documents, or waiver of any provision of this Indenture or the Notes or any of the other Indenture Documents, may:

(i) reduce the principal, or extend the stated maturity, of any Note;

(ii) reduce the Redemption Price or Fundamental Change Repurchase Price or Asset Sale Excess Proceeds Offer Price for any Note or change the times at which, or the circumstances under which, the Notes may or will be redeemed or repurchased by the Company;

(iii) reduce the rate, or extend the time for the payment, of interest on any Note;

(iv) make any change that adversely affects the conversion rights of any Note;

(v) impair the rights of any Holder set forth in **Section 7.08** (as such section is in effect on the Issue Date);

(vi) change the ranking of the Notes;

(vii) make any note payable in money, or at a place of payment, other than that stated in this Indenture or the Note;

(viii) reduce the amount of Notes whose Holders must consent to any amendment, supplement, waiver or other modification;

(ix) make any direct or indirect change to any amendment, supplement, waiver or modification provision of this Indenture or the Notes that requires the consent of each affected Holder;

(x) release all or substantially all of the Subsidiary Guarantees of the Subsidiary Guarantors other than in accordance with **Article 12**; or

(xi) subordinate the payment of the Notes or Subsidiary Guarantees to any other obligation of the Issuers or the Subsidiary Guarantors.

Notwithstanding the foregoing, without the consent of Holders of at least 66 2/3% in aggregate principal amount of the Notes then outstanding, no amendment or waiver may (i) release all or substantially all of the Collateral from the Liens securing the Notes Obligations created by the Security Documents or (ii) change or alter the priority of the Liens securing the Notes Obligations created by the Security Documents in any manner adverse to the holders of the Notes or (iii) make any change in the Intercreditor Agreement or in the provisions of this Indenture or any Security Document dealing with the application of proceeds of the Collateral that would materially adversely affect the Holders or alter the priority of the security interests in the Collateral.

For the avoidance of doubt, pursuant to **clauses (i)**, **(ii)**, **(iii)** and **(iv)** of this **Section 8.02(A)**, no amendment or supplement to this Indenture or the Notes or any of the other Indenture Documents, or waiver of any provision of this Indenture or the Notes or any of the other Indenture Documents, may change the amount or type of consideration due on any Note (whether on an Interest Payment Date, Redemption Date, Fundamental Change Repurchase Date, Asset Sale Excess Proceeds Offer Purchase Date or the Maturity Date or upon conversion, or otherwise), or the date(s) or time(s) such consideration is payable or deliverable, as applicable, without the consent of each affected Holder.

(B) *Holders Need Not Approve the Particular Form of any Amendment*. A consent of any Holder pursuant to this **Section 8.02** need approve only the substance, and not necessarily the particular form, of the proposed amendment, supplement or waiver.

SECTION 8.03 NOTICE OF AMENDMENTS, SUPPLEMENTS AND WAIVERS.

Promptly after any amendment, supplement or waiver pursuant to **Section 8.01** or **8.02** becomes effective, the Company will send to the Holders and the Trustee notice that (A) describes the substance of such amendment, supplement or waiver in reasonable detail and (B) states the effective date thereof. The failure to send, or the existence of any defect in, such notice will not impair or affect the validity of such amendment, supplement or waiver.

SECTION 8.04 REVOCATION, EFFECT AND SOLICITATION OF CONSENTS; SPECIAL RECORD DATES; ETC.

(A) *Revocation and Effect of Consents*. The consent of a Holder of a Note to an amendment, supplement or waiver will bind (and constitute the consent of) each subsequent Holder of any Note to the extent the same evidences any portion of the same indebtedness as the consenting Holder's Note, subject to the right of any Holder of a Note to revoke (if not prohibited pursuant to **Section 8.04(B)**) any such consent with respect to such Note by delivering notice of revocation to the Trustee before the time such amendment, supplement or waiver becomes effective.

(B) *Special Record Dates*. The Company may, but is not required to, fix a record date for the purpose of determining the Holders entitled to consent or take any other action in connection with any amendment, supplement or waiver pursuant to this **Article 8**. If a record date is fixed, then, notwithstanding anything to the contrary in **Section 8.04(A)**, only Persons who are Holders as of such record date (or their duly designated proxies) will be entitled to give such consent, to revoke any consent previously given or to take any such action, regardless of whether such Persons continue to be Holders after such record date; *provided, however*, that no such consent will be valid or effective for more than 120 calendar days after such record date.

(C) *Solicitation of Consents*. For the avoidance of doubt, each reference in this Indenture or the Notes or any of the other Indenture Documents to the consent of a Holder will be deemed to include any such consent obtained in connection with a repurchase of, or tender or exchange offer for, any Notes.

(D) *Effectiveness and Binding Effect*. Each amendment, supplement or waiver pursuant to this **Article 8** will become effective in accordance with its terms and, when it becomes effective with respect to any Note (or any portion thereof), will thereafter bind every Holder of such Note (or such portion).

SECTION 8.05 NOTATIONS AND EXCHANGES.

If any amendment, supplement or waiver changes the terms of a Note, then the Trustee or the Company may, in its discretion, require the Holder of such Note to deliver such Note to the Trustee so that the Trustee may place an appropriate notation prepared by the Company on such Note and return such Note to such Holder. Alternatively, at its discretion, the Company may, in exchange for such Note, issue, execute and deliver, and the Trustee will authenticate, in each case in accordance with **Section 2.02**, a new Note that reflects the changed terms. The failure to make any appropriate notation or issue a new Note pursuant to this **Section 8.05** will not impair or affect the validity of such amendment, supplement or waiver.

SECTION 8.06 TRUSTEE TO EXECUTE SUPPLEMENTAL INDENTURES.

The Trustee and the Collateral Agent (if applicable) will execute and deliver any amendment or supplemental indenture authorized pursuant to this **Article 8**; *provided, however*, that the Trustee and the Collateral Agent (if applicable) need not (but may, in its sole and absolute discretion) execute or deliver any such amendment or supplemental indenture that adversely affects the Trustee's and the Collateral Agent's (if applicable) rights, duties, liabilities or immunities. In executing any amendment or supplemental indenture, the Trustee and the Collateral Agent (if applicable) will be entitled to receive, and (subject to **Sections 10.01** and **10.02**) will be fully protected in relying on, an Officer's Certificate and an Opinion of Counsel conforming to **Section 11.03** and stating that (A) the execution and delivery of such amendment or supplemental indenture is authorized or permitted by this Indenture; and (B) in the case of the Opinion of Counsel, such amendment or supplemental indenture is valid, binding and enforceable against the Company in accordance with its terms.

ARTICLE 9
SATISFACTION AND DISCHARGE

SECTION 9.01 TERMINATION OF COMPANY'S OBLIGATIONS.

This Indenture and the other Indenture Documents will be discharged, and will cease to be of further effect as to all Notes issued under this Indenture, when:

(A) all Notes then outstanding (other than Notes replaced pursuant to **Section 2.13**) have (i) been delivered to the Trustee for cancellation; or (ii) become due and payable (whether on a Redemption Date, Fundamental Change Repurchase Date, Asset Sale Excess Proceeds Offer Purchase Date, the Maturity Date, upon conversion or otherwise) for an amount of cash or Conversion Consideration, as applicable, that has been fixed;

(B) the Company has caused there to be irrevocably deposited with the Trustee, or with the Paying Agent (or, with respect to Conversion Consideration, the Conversion Agent), in each case for the benefit of the Holders, or has otherwise caused there to be delivered to the Holders, cash (or, with respect to Notes to be converted, Conversion Consideration) sufficient to satisfy all amounts or other property due on all Notes then outstanding (other than Notes replaced pursuant to **Section 2.13**);

(C) the Company has paid all other amounts payable by it under this Indenture and the other Indenture Documents; and

(D) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that the conditions precedent to the discharge of this Indenture and the other Indenture Documents have been satisfied;

provided, however, that **Section 10.06** and **Section 11.01** will survive such discharge and, until no Notes remain outstanding, **Section 2.15** and the obligations of the Trustee, the Paying Agent and the Conversion Agent with respect to money or other property deposited with them will survive such discharge.

At the Company's request, the Trustee and the Collateral Agent (if applicable) will acknowledge the satisfaction and discharge of this Indenture and the other Indenture Documents.

SECTION 9.02 REPAYMENT TO COMPANY.

Subject to applicable unclaimed property law, the Trustee, the Paying Agent and the Conversion Agent will promptly notify the Company if there exists (and, at the Company's request, promptly deliver to the Company) any cash, Conversion Consideration or other property held by any of them for payment or delivery on the Notes that remain unclaimed two years after the date on which such payment or delivery was due. After such delivery to the Company, the Trustee, the Paying Agent and the Conversion Agent will have no further liability to any Holder with respect to such cash, Conversion Consideration or other property, and Holders entitled to the payment or delivery of such cash, Conversion Consideration or other property must look to the Company for payment as a general creditor of the Company.

SECTION 9.03 REINSTATEMENT.

If the Trustee, the Paying Agent or the Conversion Agent is unable to apply any cash or other property deposited with it pursuant to **Section 9.01** because of any legal proceeding or any order or judgment of any court or other governmental authority that enjoins, restrains or otherwise prohibits such application, then the discharge of this Indenture and the other Indenture Documents pursuant to **Section 9.1** will be rescinded; *provided, however*, that if the Company thereafter pays or delivers any cash or other property due on the Notes to the Holders thereof, then the Company will be subrogated to the rights of such Holders to receive such cash or other property from the cash or other property, if any, held by the Trustee, the Paying Agent or the Conversion Agent, as applicable.

ARTICLE 10
TRUSTEE

SECTION 10.01 DUTIES OF THE TRUSTEE.

(A) If an Event of Default has occurred and is continuing of which a Responsible Officer of the Trustee has written notice or actual knowledge, the Trustee will exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs; *provided* that the Trustee will be under no obligation to exercise any of the rights or powers under this Indenture at the request or direction of any of the Holders unless such Holders have offered, and if requested, provided, to the Trustee indemnity or security satisfactory to Trustee against any loss, liability or expense that might be incurred by it in compliance with such request or direction.

(B) Except during the continuance of an Event of Default:

(i) the duties of the Trustee will be determined solely by the express provisions of this Indenture, and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations will be read into this Indenture against the Trustee; and

(ii) in the absence of negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions that are provided to the Trustee and conform to the requirements of this Indenture. However, the Trustee will examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(C) The Trustee may not be relieved from liabilities for its negligence or willful misconduct as determined by a final non-appealable order of a court of competent jurisdiction, except that:

(i) this paragraph will not limit the effect of **Section 10.01(B)**;

(ii) the Trustee will not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee will not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to **Section 7.06**; and

(iv) no provision of this Indenture will require the Trustee to expend or risk its own funds or incur any liability in the performance of any of its duties under this Indenture, or in the exercise of any of its rights or powers, if it has reasonable grounds to believe that repayment of such funds or adequate indemnity against such liability is not reasonably assured to it.

(D) Each provision of this Indenture that in any way relates to the Trustee is subject to **clauses (A)**, **(B)** and **(C)** of this **Section 10.01**, regardless of whether such provision so expressly provides.

(E) No provision of this Indenture will require the Trustee to expend or risk its own funds or incur any liability in the performance of any of its duties or in the exercise of any of its rights or powers.

(F) The Trustee will not be liable for interest on any money received by it, except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds, except to the extent required by law.

(G) Whether or not therein provided, every provision of this Indenture relating to the conduct or affecting the liability of, or affording protection to, the Trustee will be subject to the provisions of this **Section 10.01**.

(H) The Trustee will not be liable in respect of any payment (as to the correctness of amount, entitlement to receive or any other matters relating to payment) or notice effected by the Company or any Paying Agent (except in its capacity as Paying Agent pursuant to the terms of this Indenture) or any records maintained by any co-Note Registrar with respect to the Notes.

(I) If any party fails to deliver a notice relating to an event the fact of which, pursuant to this Indenture, requires notice to be sent to the Trustee, the Trustee may conclusively rely on its failure to receive such notice as reason to act as if no such event occurred, unless a Responsible Officer of the Trustee had actual knowledge of such event.

(J) Under no circumstances will the Trustee be liable in its individual capacity for the obligations evidenced by the Notes.

SECTION 10.02 RIGHTS OF THE TRUSTEE.

(A) The Trustee may conclusively rely on any document that it believes to be genuine and signed or presented by the proper Person, and the Trustee need not investigate any fact or matter stated in such document.

(B) Before the Trustee acts or refrains from acting, it may require, and may conclusively rely on, an Officer's Certificate, an Opinion of Counsel or both. The Trustee will not be liable for any action it takes or omits to take in good faith in reliance on such Officer's Certificate or Opinion of Counsel. The Trustee may consult with counsel; and the advice of such counsel, or any Opinion of Counsel, will constitute full and complete authorization of the Trustee to take or omit to take any action in good faith in reliance thereon without liability.

(C) The Trustee may act through its attorneys and agents and will not be responsible for the misconduct or negligence of any such agent appointed with due care.

(D) The Trustee will not be liable for any action it takes or omits to take in good faith and that it believes to be authorized or within the rights or powers vested in it by this Indenture.

(E) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Company will be sufficient if signed by an Officer.

(F) The Trustee need not exercise any rights or powers vested in it by this Indenture at the request or direction of any Holder unless such Holder has offered, and if requested, provided the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense that it may incur in complying with such request or direction.

(G) The Trustee will not be responsible or liable for any punitive, special, indirect, incidental or consequential loss or damage (including lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(H) The Trustee will not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, judgment, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and the Trustee will incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(I) The Trustee will not be deemed to have notice of any Default or Event of Default unless written notice of any event that is a Default or Event of Default is received by a Responsible Officer of the Trustee at the corporate trust office of the Trustee specified in **Section 11.01**, and such notice references the Notes and this Indenture and states that it is a "Notice of Default";

(J) The rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be indemnified, are extended to, and will be enforceable by, the Trustee in each of its capacities under this Indenture (including, without limitation, the Collateral Agent).

(K) The Trustee may request that the Company deliver a certificate setting forth the names of individuals or titles of officers authorized at such time to take specified actions pursuant to this Indenture.

(L) The permissive right of the Trustee to take actions permitted by this Indenture will not be construed as an obligation or duty to do so.

(M) The Trustee will not be required to give any bond or surety in respect of the execution of the trusts and powers under this Indenture.

(N) Neither the Trustee nor any Note Agent will have any responsibility or liability for any actions taken or not taken by the Depositary.

(O) Notwithstanding anything to the contrary in this Indenture, other than this Indenture and the Notes, the Trustee will have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or contract (including, without limitation, the Exchange Agreement), nor will the Trustee be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or contract, whether or not a copy of such agreement has been provided to the Trustee.

SECTION 10.03 INDIVIDUAL RIGHTS OF THE TRUSTEE.

The Trustee, in its individual or any other capacity, may become the owner or pledgee of any Note and may otherwise deal with the Company or any of its Affiliates with the same rights that it would have if it were not Trustee; *provided, however*, that if the Trustee acquires a "conflicting interest" (within the meaning of Section 310(b) of the Trust Indenture Act), then it must eliminate such conflict within 90 days or resign as Trustee. Each Note Agent will have the same rights and duties as the trustee under this **Section 10.03**.

SECTION 10.04 TRUSTEE'S DISCLAIMER.

The Trustee will not be (A) responsible for, and makes no representation as to, the validity or adequacy of this Indenture or the Notes; (B) accountable for the Company's use of the proceeds from the Notes or any money paid to the Company or upon the Company's direction under any provision of this Indenture; (C) responsible for the use or application of any money received by any Paying Agent other than the Trustee; and (D) responsible for any statement or recital in this Indenture, the Notes or any other document relating to the sale of the Notes or this Indenture, other than the Trustee's certificate of authentication.

SECTION 10.05 NOTICE OF DEFAULTS.

If a Default or Event of Default occurs and is continuing of which a Responsible Officer of the Trustee has received written notice, then the Trustee will send Holders a notice of such Default or Event of Default within 90 days after receipt of such notice; *provided, however*, that, except in the case of a Default or Event of Default in the payment of the principal of, or interest on, any Note, or a Default in the payment or delivery of the Conversion Consideration due upon conversion of any Note, the Trustee may withhold such notice if and for so long as it in good faith determines that withholding such notice is in the interests of the Holders.

SECTION 10.06 COMPENSATION AND INDEMNITY.

(A) The Company and the Guarantors jointly and severally will, from time to time, pay the Trustee compensation for its acceptance of this Indenture and services under this Indenture and the Notes as the Company and the Trustee shall from time to time agree in writing. The Trustee's compensation will not be limited by any law on compensation of a trustee of an express trust. In addition to the compensation for the Trustee's services, the Company will reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it under this Indenture, including the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

(B) The Company and the Guarantors jointly and severally will indemnify the Trustee (in each of its capacities) and its directors, officers, employees and agents against any and all losses, liabilities or expenses incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, including the costs and expenses of enforcing this Indenture against the Company and the Guarantors (including this **Section 10.06**) and defending itself against any claim (whether asserted by the Company, any Holder, any Guarantors or any other Person) or liability in connection with the exercise or performance of any of its powers or duties under this Indenture, except to the extent any such loss, liability or expense may be attributable to its negligence or willful misconduct as determined by a final non-appealable order of a court of competent jurisdiction. The Trustee will promptly notify the Company of any claim for which it may seek indemnity, but the Trustee's failure to so notify the Company will not relieve the Company of its obligations under this **Section 10.06(B)**, except to the extent the Company is materially prejudiced by such failure. The Company will defend such claim, and the Trustee will cooperate in such defense. The Trustee may retain separate counsel, and the Company and the Guarantors jointly and severally will pay the reasonable fees and expenses of such counsel. The Company and the Guarantors jointly and severally need not pay for any settlement of any such claim made without its consent, which consent will not be unreasonably withheld.

(C) The obligations of the Company and the Guarantors under this **Section 10.06** will survive the resignation or removal of the Trustee and the discharge of this Indenture.

(D) To secure the Company's payment obligations in this **Section 10.06**, the Trustee will have a lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal of, or interest on, particular Notes, which lien will survive the discharge of this Indenture.

(E) If the Trustee incurs expenses or renders services after an Event of Default pursuant to **clause (viii)** or **(ix)** of **Section 7.01(A)** occurs, then such expenses and the compensation for such services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

SECTION 10.07 REPLACEMENT OF THE TRUSTEE.

(A) Notwithstanding anything to the contrary in this **Section 10.07**, a resignation or removal of the Trustee, and the appointment of a successor Trustee, will become effective only upon such successor Trustee's acceptance of appointment as provided in this **Section 10.07**.

(B) The Trustee may resign at any time and be discharged from the trust created by this Indenture by so notifying the Company. The Majority Holders may remove the Trustee by so notifying the Trustee and the Company in writing with 30 days prior notice. The Company may remove the Trustee if:

(i) the Trustee fails to comply with **Section 10.09**;

(ii) the Trustee is adjudged to be bankrupt or insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(iii) a custodian or public officer takes charge of the Trustee or its property; or

(iv) the Trustee becomes incapable of acting.

(C) If the Trustee resigns or is removed, or if a vacancy exists in the office of Trustee for any reason, then (i) the Company will promptly appoint a successor Trustee; and (ii) at any time within one year after the successor Trustee takes office, the Majority Holders may appoint a successor Trustee to replace such successor Trustee appointed by the Company.

(D) If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, then the retiring Trustee, the Company or the Holders of at least 10% in aggregate principal amount of the Notes then outstanding may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(E) If the Trustee, after written request by a Holder of at least six months, fails to comply with **Section 10.09**, then such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(F) A successor Trustee will deliver a written acceptance of its appointment to the retiring Trustee and to the Company, upon which notice the resignation or removal of the retiring Trustee will become effective and the successor Trustee will have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee will send notice of its succession to Holders. The retiring Trustee will, upon payment of all amounts due to it under this Indenture, promptly transfer all property held by it as Trustee to the successor Trustee, which property will, for the avoidance of doubt, be subject to the lien provided for in **Section 10.06(D)**.

SECTION 10.08 SUCCESSOR TRUSTEE BY MERGER, ETC.

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another Person, then such Person will become the successor Trustee without any further act and will have all of the rights, powers and duties of the Trustee under this Indenture.

SECTION 10.09 ELIGIBILITY; DISQUALIFICATION.

There will at all times be a Trustee under this Indenture that is a corporation organized and doing business under the laws of the United States of America or of any state thereof, that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least $100.0 million as set forth in its most recent published annual report of condition.

ARTICLE 11
COLLATERAL AND SECURITY

SECTION 11.01 SECURITY INTEREST.

The Obligations will be secured by a perfected Lien on the Collateral, subject to the Permitted Liens and the Intercreditor Agreement, as provided in the Security Documents. The Collateral will also secure certain of the Company's and the Guarantors' existing obligations under the Credit Agreement, subject to the Intercreditor Agreement. Under the terms of the Intercreditor Agreement, the proceeds of any collection, sale, disposition or other realization of Collateral received in connection with the exercise of remedies (including distributions of cash, securities or other property on account of the value of the Collateral in a bankruptcy, insolvency, reorganization or similar proceedings) will be applied in the order of priority set forth in the Intercreditor Agreement.

SECTION 11.02 SECURITY DOCUMENTS.

In order to secure the Obligations, the Company has entered into and delivered to the Collateral Agent the Security Agreement and the other Security Documents, in each case, to which it is a party, to create the Liens on the Collateral securing their respective Obligations. In the event of a conflict between the terms of this Indenture and the Security Documents in regards to the Collateral, the Security Documents shall control. The Company will take, and will cause its Subsidiaries to take any and all actions (including those that may be requested by the Trustee or the Collateral Agent) reasonably required to cause the Security Documents to create and maintain, as security for the obligations of the Company hereunder, a valid and enforceable perfected Lien in and on all the Collateral, in favor of the Collateral Agent for the benefit of the Holders, the Trustee and the Collateral Agent, subject to Permitted Liens and the Intercreditor Agreement.

SECTION 11.03 AUTHORIZATION OF ACTIONS TO BE TAKEN.

(A) Each Holder of Notes, by its acceptance thereof, and the Trustee hereby designates and appoints the Collateral Agent as its agent under this Indenture and the Security Documents and each Holder by acceptance of the Notes consents and agrees to the terms of each Security Document, as originally in effect and as amended, supplemented or replaced from time to time in accordance with its terms or the terms of this Indenture, authorizes and directs the Collateral Agent to enter into the Security Documents, and irrevocably authorizes and empowers the Collateral Agent to perform its obligations and duties, exercise its rights and powers and take any action permitted or required thereunder that are expressly delegated to the Collateral Agent by the terms of this Indenture and the Security Documents. The Collateral Agent shall hold (directly or through any agent) and is directed by each Holder to so hold, and shall be entitled to enforce on behalf of the Holders all Liens on the Collateral created by the Security Documents for their benefit.

(B) Subject to the provisions of the applicable Security Documents and the Intercreditor Agreement, the Trustee and each Holder, by acceptance of any Notes, agrees that (x) the Collateral Agent may, in its sole discretion (but without obligation) and without the consent of the Trustee or the Holders, take all actions it deems necessary or appropriate in order to (i) preserve the Collateral or rights under the Security Documents and (ii) collect and receive any and all amounts payable in respect of the Obligations of the Company and the Guarantors hereunder and under the Indenture Documents and (y) the Collateral Agent shall have power to institute and to maintain such suits and proceedings as it may deem expedient to protect or enforce the Liens securing the Obligations and/or to prevent any impairment of the Collateral by any act that may be unlawful or in violation of the Indenture Documents, and such suits and proceedings as the Collateral Agent may deem expedient to preserve or protect its interests and the interests of the Notes Secured Parties in the Collateral (including the power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the security interest thereunder or be prejudicial to the interests of the Collateral Agent, the Holders or the Trustee). Notwithstanding the foregoing, the Collateral Agent may, at the expense of the Company, request the direction of the Holders with respect to any such actions and upon receipt of the written consent of the Majority Holders, shall take such actions; *provided* that all actions so taken shall, at all times, be in conformity with the requirements of the Intercreditor Agreement, if applicable. Until the Notes and the other Obligations are discharged in full or are otherwise no longer outstanding, all remedies and Enforcement Actions in respect of the Collateral and any foreclosure actions in respect of any Liens on the Collateral, and all actions, undertakings or consents by the Collateral Agent in respect of the Collateral, in each case, shall be undertaken solely at the instruction of the Majority Holders and subject to the Intercreditor Agreement. The Collateral Agent shall not be liable for any actions taken at the direction of the Majority Holders.

SECTION 11.04 RELEASE OF COLLATERAL.

(A) The Liens on the Collateral owned by any Guarantor shall be automatically released when such Guarantor's Subsidiary Guarantee is released in accordance with the terms of this Indenture. In addition, the Liens securing the Notes and the Subsidiary Guarantees shall be released automatically:

(i) in whole, upon payment in full of all principal, interest and the other Notes Obligations or upon the satisfaction and discharge of this Indenture in accordance with **Article 9**;

(ii) in whole or in part, with the consent of the requisite holders of Notes in accordance with **Section 8.02**;

(iii) in part, as to any Collateral that is disposed of to a Person other than the Issuer or a Subsidiary Guarantor in a transaction permitted pursuant to the Credit Agreement and not otherwise prohibited by this Indenture, the Security Documents or the Intercreditor Agreement;

(iv) with respect to any Collateral that becomes Excluded Assets, upon such Collateral becoming Excluded Assets pursuant to a transaction or circumstance not prohibited by the terms of this Indenture or the Credit Agreement;

(v) with respect to Collateral that is Capital Stock, upon the dissolution or liquidation of the issuer of such Capital Stock in a transaction that is not prohibited by the terms of this Indenture or the Credit Agreement; and

(vi) in accordance with the Intercreditor Agreement.

(B) Without the necessity of any consent of or notice to the Trustee or any Holder of the Notes, the Company or any Guarantor may request and instruct the Collateral Agent to, on behalf of each Holder of Notes, (i) execute and deliver to the Company or any Guarantor, as the case may be, for the benefit of any Person, such release documents as may be reasonably requested, of all Liens held by the Collateral Agent in any Collateral securing the Obligations, and (ii) deliver any such assets in the possession of the Collateral Agent to the Company or any Guarantor, as the case may be; and Collateral Agent shall promptly take such actions *provided* that any such release complies with and is expressly permitted in accordance with the terms of this Indenture, the Intercreditor Agreement and the Security Documents and is accompanied by an Officer's Certificate and Opinion of Counsel.

(C) The release of any Collateral from the Liens securing the Obligations or the release of, in whole or in part, the Liens securing the Obligations created by any of the Security Document will not be deemed to impair the Liens securing the Obligations in contravention of the provisions hereof if and to the extent the Collateral or the Liens securing the Obligations are released pursuant to the terms of this Indenture and the applicable Security Documents. Each of the Holders of the Notes acknowledges that a release of Collateral or Liens securing the Obligations strictly in accordance with the terms of this Indenture, the Intercreditor Agreement and the Security Documents will not be deemed for any purpose to be an impairment of the Security Documents or otherwise contrary to the terms of this Indenture.

SECTION 11.05 APPLICATION OF PROCEEDS OF COLLATERAL.

(A) Upon any realization upon the Collateral from the exercise of any rights or remedies under any Security Document or any other agreement with the Company or any Guarantor which secures any of the Obligations, subject to the Intercreditor Agreement, the proceeds thereof shall be applied in accordance with **Section 7.11** of this Indenture.

(B) Each of the Collateral Agent and the Trustee is authorized and empowered to receive any funds collected or distributed under the Intercreditor Agreement and the Security Documents and to apply according to the provisions of this Indenture, subject to the Intercreditor Agreement.

SECTION 11.06 COLLATERAL AGENT.

(A) Neither the Trustee, nor the Collateral Agent nor any of their respective officers, directors, employees, attorneys or agents shall be responsible or liable (i) for the legality, enforceability, effectiveness or sufficiency of the Security Documents, for the creation, perfection, priority, sufficiency, maintenance, renewal or protection of any Lien, or for any defect or deficiency as to any such matters, or (ii) for any failure to demand, collect, foreclose or realize upon or otherwise enforce any of the Liens or Security Documents or any delay in doing so; except, in the case of the Collateral Agent, to the extent such action or omission constitutes gross negligence or willful misconduct (as determined by a final order of a court of competent jurisdiction that is not subject to appeal) on the part of the Collateral Agent, (iii) for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral, (iv) for the legality, enforceability, effectiveness or sufficiency of the Intercreditor Agreement, Intercompany Subordination Agreement, or any subordination agreement or other similar agreement entered into in connection with this Indenture or (v) any actions taken at the direction of the Majority Holders.

(B) The rights, privileges, protections, immunities and benefits given to the Trustee under this Indenture, including, without limitation, its right to be indemnified and compensated and all other rights, privileges, protections, immunities and benefits set forth in **Article 10**, are extended to the Collateral Agent, and its agents, receivers and attorneys, and shall be enforceable by, the Collateral Agent, as if fully set forth in this **Section 11.06** with respect to the Collateral Agent, except that the Collateral Agent shall only be liable for (and shall be indemnified and held harmless to the extent such Losses do not constitute) its gross negligence or willful misconduct (as determined by a final order of a court of competent jurisdiction that is not subject to appeal). In acting under any Security Document or the Intercreditor Agreement, the Collateral Agent shall enjoy the rights, privileges, protections, immunities and benefits that are extended to the Collateral Agent hereunder.

(C) Beyond the exercise of reasonable care in the custody of Collateral in its possession, the Collateral Agent will have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto. In addition, the Collateral Agent will not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any Liens on the Collateral, unless specifically requested by the Majority Holders.

If, at the direction of the Majority Holders, the Trustee or Collateral Agent files or records any Security Documents or any related UCC financing statement or other similar documents, such filing or recording by the Trustee or Collateral Agent at the direction of the Majority Holders shall be deemed done by Trustee or Collateral Agent without representation or warranty by the Trustee or the Collateral Agent (and the Trustee and the Collateral Agent disclaim any representation or warranty as to the validity, effectiveness, priority, perfection or otherwise). The Collateral Agent will be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords property held by it as a collateral agent or any similar arrangement, and the Collateral Agent will not be liable or responsible for any loss or diminution in the value of any of the Collateral by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Collateral Agent in good faith.

(D) No provision of the Indenture Documents shall require the Collateral Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or thereunder or to take or omit to take any action hereunder or thereunder or take any action at the request or direction of Holders or the Trustee if it shall have reasonable grounds for believing that repayment of such funds is not assured to it.

(E) The Collateral Agent shall not have any duty to ascertain or inquire as to the performance or observance of any of the terms of this Indenture or any Indenture Document by the Company or any Guarantor or any other Person that is a party thereto or bound thereby. The Collateral Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, unless the Collateral Agent shall have received written notice from the Trustee, a Holder or the Company referring to this Indenture, describing such Default or Event of Default and stating that such notice is a “notice of default.” The Collateral Agent shall take such action with respect to such Default or Event of Default as may be requested by the Trustee or the Majority Holders, as applicable.

(F) The Collateral Agent shall not be required to acquire title to an asset for any reason and shall not be required to carry out any fiduciary or trust obligation for the benefit of another. The Collateral Agent is not a fiduciary and shall not be deemed to have assumed any fiduciary obligation. If the Collateral Agent in its sole discretion believes that any obligation to take or omit to take any action may cause the Collateral Agent to be considered an “owner or operator” under any environmental laws or otherwise cause the Collateral Agent to incur, or be exposed to, any environmental liability or any liability under any other federal, state or local law, the Collateral Agent reserves the right, instead of taking such action, either to resign as Collateral Agent or to arrange for the transfer of the title or control of the asset to a court appointed receiver. The Collateral Agent will not be liable to any Person for any environmental liability or any environmental claims or contribution actions under any federal, state or local law, rule or regulation by reason of the Collateral Agent’s actions and conduct as authorized, empowered and directed hereunder or relating to any kind of discharge or release or threatened discharge or release of any hazardous materials into the environment.

(G) The Collateral Agent may resign or be replaced in accordance with the procedures set forth in **Section 10.07** hereof, except that references to the Trustee in such section shall be deemed to be references to the Collateral Agent for this purpose. If the Collateral Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act will be the successor Collateral Agent.

(H) At all times when the Trustee is not itself the Collateral Agent, the Company shall deliver to the Trustee copies of all Security Documents delivered to the Collateral Agent and copies of all documents delivered to the Collateral Agent pursuant to the Security Documents.

ARTICLE 12
GUARANTEES

SECTION 12.01 SUBSIDIARY GUARANTEES.

(A) Subject to this **Article 12**, each of the Guarantors hereby, jointly and severally, unconditionally guarantees, on a senior secured basis, as primary obligors and not as a surety, to each Holder (and its successors and assigns) of a Note authenticated and delivered by the Trustee and to the Trustee, the Collateral Agent and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes, the Indenture Documents and/or the Obligations of the Company, that:

(i) the principal of and interest on the Notes shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest (including but not limited to any interest, fees, costs or charges that would accrue but for the provisions of Bankruptcy Code after any Insolvency Proceeding), on the Notes, if any, if lawful, and all other Obligations of the Company or any Guarantor to the Holders, the Trustee or to the Collateral Agent under this Indenture, the other Indenture Documents shall be promptly paid in full, all in accordance with the terms hereof and thereof;

(ii) in case of any extension of time of payment or renewal of any Notes or the payment of other Obligations, the same shall be promptly paid in full when due in accordance with the terms of the extension or renewal, subject to any applicable grace period, whether at stated maturity, by acceleration, upon repurchase or otherwise (such obligations in clauses (i) and (ii) being herein collectively called the "**Guaranteed Obligations**").

(B) Failing payment when so due of any amount so guaranteed for whatever reason, the Guarantors will be jointly and severally obligated to pay the same immediately. An Event of Default under this Indenture or the Notes shall constitute an event of default under the Subsidiary Guarantees, and shall entitle the Holders to accelerate the obligations of the Guarantors hereunder in the same manner and to the same extent as the obligations of the Company.

(C) The Guarantors hereby agree that their obligations hereunder shall be absolute, irrevocable and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Notes, this Indenture, the Indenture Documents or any other agreement or instrument referred to herein or therein, the absence of any action to enforce the same, any waiver or consent by any Holder with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which

might otherwise constitute a legal or equitable discharge or defense of a surety or Guarantor, all to the fullest extent permitted by law. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Guarantors hereunder which remain absolute, irrevocable and unconditional under any and all circumstances as described above, to the fullest extent permitted by law:

(i) at any time or from time to time, without notice to the Guarantors, the time for any payment of the Guaranteed Obligations shall be extended;

(ii) any of the acts mentioned in any of the provisions of this Indenture or the Notes, if any, or any other agreement or instrument referred to herein or therein shall be done or omitted;

(iii) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be amended in any respect, or any right under the Indenture, Notes, or any other agreement or instrument referred to herein or therein shall be amended or waived in any respect or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with;

(iv) any Lien or security interest granted to, or in favor of any Holder, the Collateral Agent or the Trustee as security for any of the Guaranteed Obligations shall fail to be perfected; or

(v) the release of any other Guarantor.

(D) Each Guarantor further, to the fullest extent permitted by law, hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenants that its Subsidiary Guarantee will not be discharged except by complete payment of the obligations contained in the Notes and this Indenture.

(E) Until terminated in accordance with **Section 12.03**, each Subsidiary Guarantee shall, to the fullest extent permitted by law, remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation, reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes or Subsidiary Guarantees, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(F) Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders, the Trustee and the Collateral Agent, on the other hand, (a) the maturity of the obligations guaranteed hereby may be accelerated as provided in **Section 7.02** hereof (and shall be deemed to have become automatically due and payable in the circumstances in said **Section 7.02(A)**) for the purposes of its Subsidiary Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed thereby, and (b) in the event of any declaration of acceleration of such obligations as provided in **Section 7.02(B)** hereof, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of its Subsidiary Guarantee. The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Subsidiary Guarantees.

(G) Each Guarantor also agrees to pay any and all costs and expenses (including reasonable attorneys' fees) incurred by the Trustee, the Collateral Agent or any Holder in enforcing any rights under the Indenture Documents.

(H) Each Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by any Guarantor pursuant to the provisions of this **Section 12.01**; *provided* that, no Guarantor shall be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under this Indenture, the Notes or the Indenture Documents shall have been paid in full in cash.

(I) Each payment to be made by a Guarantor in respect of its Subsidiary Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

SECTION 12.02 EXECUTION AND DELIVERY.

(A) To evidence its Subsidiary Guarantee set forth in **Section 12.01** hereof, each Guarantor hereby agrees that this Indenture (or a supplemental indenture in the form of **Exhibit D** hereto) shall be executed on behalf of such Guarantor by one of its authorized officers.

(B) Each Guarantor hereby agrees that its Subsidiary Guarantee set forth in **Section 12.01** hereof shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Subsidiary Guarantee on the Notes. If an officer whose signature is on this Indenture (or a supplemental indenture) no longer holds that office at the time the Trustee authenticates a Note, the Subsidiary Guarantee of such Guarantor shall be valid nevertheless.

(C) The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Subsidiary Guarantee set forth in this Indenture on behalf of the Guarantors.

SECTION 12.03 RELEASES OF SUBSIDIARY GUARANTEES.

(A) The Subsidiary Guarantee of a Guarantor shall be automatically and unconditionally released:

(i) in connection with any direct or indirect sale, conveyance or other disposition of all the Capital Stock of such Guarantor (including any such sale, conveyance or other disposition after which such Guarantor is no longer a Subsidiary) or of all or substantially all of the assets and property of such Guarantor, if such sale or disposition is made in compliance with the Credit Agreement;

(ii) the liquidation or dissolution of such Guarantor; *provided* that no Event of Default occurs as a result thereof or has occurred or is continuing;

(iii) upon satisfaction and discharge of this Indenture in accordance with **Article 9**; or

(iv) upon payment of the Obligations in full in immediately available funds, provided, in each case that the transaction is permitted under this Indenture and the Credit Agreement and is otherwise carried out pursuant to, and in accordance with, all other applicable provisions of this Indenture and the Credit Agreement.

(B) Upon delivery by the Company to the Trustee of an Officer's Certificate and Opinion of Counsel to the effect that any of the conditions described in the foregoing **clauses (i)**, **(ii)**, or **(iii)** of **Section 12.03(a)** has occurred and the conditions precedent to such transactions provided for in this Indenture have been complied with, the Trustee shall execute any documents reasonably requested by the Company in order to evidence the release of any Guarantor from its obligations under its Subsidiary Guarantee. Any Guarantor not released from its obligations under its Subsidiary Guarantee shall remain liable for the full amount of principal of and interest, premium, and Additional Interest, if any, on, the Notes and for the other obligations of such Guarantor under this Indenture as provided in this **Article 12**.

(C) Further, the Subsidiary Guarantees are not convertible and will automatically terminate when the Notes are all converted in full in accordance with **Article 5**.

SECTION 12.04 INSTRUMENT FOR THE PAYMENT OF MONEY.

Each Guarantor hereby acknowledges that the guarantee in this **Article 12** constitutes an instrument for the payment of money, and consents and agrees that any Holder (to the extent that the Holder is otherwise entitled to exercise rights and remedies hereunder) or the Trustee, at its sole option, in the event of a dispute by such Guarantor in the payment of any moneys due hereunder, shall have the right to bring a motion-action under New York CPLR Section 3213 to the extent permitted thereunder.

SECTION 12.05 LIMITATION ON GUARANTOR LIABILITY.

Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Subsidiary Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of any Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Subsidiary Guarantee. The obligations of each Guarantor under its Subsidiary Guarantee will be limited to the maximum amount as will, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Subsidiary Guarantee or pursuant to its contribution obligations under this Indenture, result in the obligations of such Guarantor under its Subsidiary Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law and not otherwise being void or voidable under any similar laws affecting the rights of creditors generally.

SECTION 12.06 "TRUSTEE" TO INCLUDE PAYING AGENT.

In case at any time any Paying Agent other than the Trustee shall have been appointed and be then acting hereunder, the term "Trustee" as used in this **Article 12** shall in each case (unless the context shall otherwise require) be construed as extending to and including such Paying Agent within its meaning as fully and for all intents and purposes as if such Paying Agent were named in this **Article 12** in place of the Trustee.

SECTION 12.07 GUARANTY AND COLLATERAL SUPPLEMENTS.

If the Company or any Guarantor creates or acquires a direct or indirect Subsidiary on or after the Issue Date that guarantees or becomes otherwise obligated under the Credit Agreement, the Company or any Guarantor shall cause such Subsidiary to be a Guarantor hereunder and to join the Security Agreement (and all other applicable Security Documents) as a grantor thereunder for all purposes to secure its Guaranteed Obligations with Liens on substantially all of its assets for the benefit of the Notes Secured Parties. In furtherance of the foregoing, such Subsidiary shall:

(A) execute and deliver to the Trustee and the Collateral Agent a supplemental indenture in the form attached hereto as **Exhibit D** pursuant to which such Subsidiary shall unconditionally guarantee the Obligations on the terms set forth in this **Article 12**;

(B) execute and deliver an assumption agreement in the form attached as Annex 1 to the Security Agreement and all other supplements or joinders, as applicable, to the other applicable Security Documents in order to grant a Lien in the Collateral owned by such Subsidiary to the same extent as that set forth in this Indenture and the Security Documents and take all actions required by the Security Documents to perfect such Lien; and

(C) deliver to the Trustee and the Collateral Agent an Officer's Certificate and an Opinion of Counsel that such supplemental indenture and the other documents described in clause (1) and (2) above comply with the requirements of this Indenture, the Intercreditor Agreement, and the Security Documents, are permitted or authorized by this Indenture and have been duly authorized, executed and delivered by such Subsidiary and constitute a valid and legally binding and enforceable obligations of such Subsidiary, subject to customary exceptions.

Thereafter, such Subsidiary shall be a Guarantor for all purposes of this Indenture.

SECTION 12.08 GUARANTORS MAY CONSOLIDATE, ETC., ON CERTAIN TERMS.

(A) Except as otherwise provided in this **Section 12.08**, a Guarantor may not, in any transaction or series of related transactions, sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than the Company or another Guarantor, unless:

(i) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(ii) either:

(1) the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Guarantor under this Indenture, its Subsidiary Guarantee, the Intercreditor Agreement, the Collateral Trust Agreement, the Security Documents and any other Indenture Documents, pursuant to, in the case of this Indenture and the relevant agreements, a supplemental indenture in form and substance reasonably satisfactory to the Trustee; or

(2) such transaction constitutes an Asset Sale not prohibited by the Credit Agreement and the entire Net Cash Proceeds thereof are applied as specified in the Credit Agreement.

In case of any such consolidation, merger, sale or disposition and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Subsidiary Guarantee of such Guarantor and the due and punctual performance of all of the covenants and conditions of this Indenture and the other Indenture Documents to be performed by the Guarantor, such successor Person will succeed to and be substituted for the Guarantor with the same effect as if it had been named herein as a Guarantor.

(B) Notwithstanding **Section 12.08(A)** above, nothing contained in this Indenture or in any of the Notes will prevent any consolidation or merger of a Guarantor with or into the Company or another Guarantor, or will prevent any sale or conveyance of all or substantially all of the assets of a Guarantor to the Company or another Guarantor.

ARTICLE 13
MISCELLANEOUS

SECTION 13.01 NOTICES.

Any notice or communication by the Company or the Trustee to the other will be deemed to have been duly given if in writing and delivered in person or by first class mail (registered or certified, return receipt requested) or facsimile transmission or overnight air courier guaranteeing next day delivery, or to the other's address and by electronic transmission or other similar means of unsecured electronic communication, which initially is as follows:

If to the Company:

Edgio, Inc.
11811 North Tatum Blvd., Suite 3031
Phoenix, AZ 85028
Attention: Richard Diegnan, Chief Legal Officer

with a copy (which will not constitute notice) to:

Milbank LLP
55 Hudson Yards
New York, NY 10001-2163
Attention: Rod Miller; Casey Fleck

If to the Trustee or Conversion Agent:

U.S. Bank Trust Company, National Association
2222 East Camelback Road, Suite 110
Phoenix, AZ 85016
Attention: Mary Ambriz-Reyes (Edgio, Inc.)

The Company, the Trustee or the Collateral Agent, by notice to the other, may designate additional or different addresses (including facsimile numbers and electronic addresses) for subsequent notices or communications.

All notices and communications (other than those sent to Holders) will be deemed to have been duly given: (A) at the time delivered by hand, if personally delivered; (B) five Business Days after being deposited in the mail, postage prepaid, if mailed; (C) when receipt acknowledged, if transmitted by facsimile, electronic transmission or other similar means of unsecured electronic communication; and (D) the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery; *provided* that any notice to the Trustee or any Note Agent shall be deemed given upon actual receipt by the Trustee or such Note Agent.

All notices or communications required to be made to a Holder pursuant to this Indenture must be made in writing and will be deemed to be duly sent or given in writing if mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery, to its address shown on the Register; *provided, however*, that a notice or communication to a Holder of a Global Note may, but need not, instead be sent pursuant to the Depositary Procedures (in which case, such notice will be deemed to be duly sent or given in writing). The failure to send a notice or communication to a Holder, or any defect in such notice or communication, will not affect its sufficiency with respect to any other Holder.

The Trustee agrees to accept and act on instructions or directions pursuant to this Indenture sent by unsecured e-mail, pdf, facsimile transmission or other similar unsecured electronic methods, *provided* that the Trustee has received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which incumbency certificate the Trustee will be entitled to rely as conclusive and up-to-date until such time as it receives an amended certificate containing any additions thereto or deletions therefrom. If the Company elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's reasonable understanding of such instructions will be deemed controlling. The Trustee will not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding that such instructions may conflict or be inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic methods and using digital signatures to submit instructions and directions to the Trustee, including the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties. Notwithstanding any other provision of this Indenture or any Note, where this Indenture or any Note provides for notice of any event or any other communication (including any Redemption Notice or repurchase) to a holder of a Global Note (whether by mail or otherwise), such notice will be sufficiently given if given to the Depositary (or its designee) pursuant to the

standing instructions from the Depositary or its designee, including by electronic mail in accordance with accepted practices at the Depositary. Subject to **Article 7**, **Section 10.05** and the requirements of the preceding paragraph, if the Trustee is then acting as the Depositary's custodian for the Notes, then, at the reasonable request of the Company to the Trustee, the Trustee will cause any notice prepared by the Company to be sent to any Holder(s) pursuant to the Depositary Procedures, provided such request is evidenced in a Company Order delivered, together with the text of such notice, to the Trustee at least two Business Days before the date such notice is to be so sent. For the avoidance of doubt, such Company Order need not be accompanied by an Officer's Certificate or Opinion of Counsel. The Trustee will not have any liability relating to the contents of any notice that it sends to any Holder pursuant to any such Company Order.

If a notice or communication is mailed or sent in the manner provided above within the time prescribed, it will be deemed to have been duly given, whether or not the addressee receives it.

Notwithstanding anything to the contrary in this Indenture or the Notes, whenever any provision of this Indenture requires a party to send notice to another party, no such notice need be sent if the sending party and the recipient are the same Person acting in different capacities.

SECTION 13.02 DELIVERY OF OFFICER'S CERTIFICATE AND OPINION OF COUNSEL AS TO CONDITIONS PRECEDENT.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company will furnish to the Trustee:

(A) an Officer's Certificate that complies with **Section 13.03** and states that, in the opinion of the signatory thereto, all conditions precedent and covenants, if any, provided for in this Indenture relating to such action have been satisfied; and

(B) an Opinion of Counsel that complies with **Section 13.03** and states that, in the opinion of such counsel, all such conditions precedent and covenants, if any, have been satisfied (provided that, no such Opinion of Counsel shall be required for the initial authentication on the Issue Date of Notes under this Indenture).

SECTION 13.03 STATEMENTS REQUIRED IN OFFICER'S CERTIFICATE AND OPINION OF COUNSEL.

Each Officer's Certificate (other than an Officer's Certificate pursuant to **Section 3.05**) or Opinion of Counsel with respect to compliance with a covenant or condition provided for in this Indenture will include:

(A) a statement that the signatory thereto has read such covenant or condition;

(B) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained therein are based;

(C) a statement that, in the opinion of such signatory, he, she or it has made such examination or investigation as is necessary to enable him, her or it to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(D) a statement as to whether, in the opinion of such signatory, such covenant or condition has been satisfied.

SECTION 13.04 RULES BY THE TRUSTEE, THE REGISTRAR, THE PAYING AGENT AND THE CONVERSION AGENT.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar, Paying Agent or Conversion Agent may make reasonable rules and set reasonable requirements for its functions.

SECTION 13.05 NO PERSONAL LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES AND STOCKHOLDERS.

No past, present or future director, officer, employee, incorporator or stockholder of the Company, as such, will have any liability for any obligations of the Company under this Indenture or the Notes or for any claim based on, in respect of, or by reason of, such obligations or their creation. By accepting any Note, each Holder waives and releases all such liability. Such waiver and release are part of the consideration for the issuance of the Notes.

SECTION 13.06 GOVERNING LAW; WAIVER OF JURY TRIAL.

THIS INDENTURE AND THE NOTES, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS INDENTURE OR THE NOTES, WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE COMPANY, THE TRUSTEE AND THE HOLDERS (BY ACCEPTING THE NOTES) IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED BY THIS INDENTURE OR THE NOTES.

SECTION 13.07 SUBMISSION TO JURISDICTION.

Any legal suit, action or proceeding arising out of or based upon this Indenture or the transactions contemplated by this Indenture may be instituted in the federal courts of the United States of America located in the City of New York or the courts of the State of New York, in each case located in the City of New York (collectively, the "**Specified Courts**"), and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail (to the extent allowed under any applicable statute or rule of court) to such party's address set forth in **Section 13.01** will be effective service of process for any such suit, action or proceeding brought in any such court. Each of the Company, the Trustee and each Holder (by its acceptance of any Note) irrevocably and unconditionally waives any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waives and agrees not to plead or claim any such suit, action or other proceeding has been brought in an inconvenient forum.

SECTION 13.08 NO ADVERSE INTERPRETATION OF OTHER AGREEMENTS.

Neither this Indenture nor the Notes may be used to interpret any other indenture, note, loan or debt agreement of the Company or its Subsidiaries or of any other Person, and no such indenture, note, loan or debt agreement may be used to interpret this Indenture or the Notes.

SECTION 13.09 SUCCESSORS.

All agreements of the Company in this Indenture and the Notes will bind its successors. All agreements of the Trustee in this Indenture will bind its successors. All agreements of each Guarantor in this Indenture will bind its successors, except as otherwise provided in **Section 12.03**.

SECTION 13.10 FORCE MAJEURE.

In no event will the Trustee be responsible or liable for any failure or delay in the performance of its obligations under this Indenture or the Notes arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, any present or future law or regulation or government authority, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, epidemics, pandemics, interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility, it being understood that the Trustee will use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

SECTION 13.11 U.S.A. PATRIOT ACT.

The Company acknowledges that, in accordance with Section 326 of the U.S.A. PATRIOT Act, the Trustee, like all financial institutions, in order to help fight the funding of terrorism and money laundering, is required to obtain, verify and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The Company agrees to provide the Trustee with such information as it may request to enable the Trustee to comply with the U.S.A. PATRIOT Act.

SECTION 13.12 CALCULATIONS.

Except as otherwise provided in this Indenture, the Company will be responsible for making all calculations called for under this Indenture or the Notes, including determinations of the Trading Price, Last Reported Sale Price, Daily VWAP, the Daily Settlement Amount, the Daily Conversion Value, the Daily Share Amount, the Acceleration Premium, the Applicable Premium, the Asset Sale Repurchase Premium, the Conversion Amount, the Fundamental Change Repurchase Premium, the Optional Conversion Make-Whole Amount, the Parity Amount, accrued interest on the Notes, any Additional Interest or Special Interest on the Notes and the Conversion Rate (including any adjustments to the Conversion Rate).

The Company will make all calculations in good faith, and, absent manifest error, its calculations will be final and binding on all Holders. The Company will provide a schedule of its calculations to the Trustee and the Conversion Agent, and each of the Trustee and the Conversion Agent may rely conclusively on the accuracy of the Company’s calculations without independent verification.

The Company will promptly forward a copy of each such schedule to a Holder upon its written request therefor, at the cost and expense of the Company.

For the avoidance of doubt, neither the Trustee nor the Conversion Agent will have any responsibility to make any calculations under this Indenture, nor will the Trustee or the Conversion Agent be charged with knowledge of or have any duties to monitor the Stock Price or any Observation Period or Spin-Off Valuation Period or Tender/Exchange Offer Valuation Period or period for determining Stock Price. The Trustee and the Conversion Agent may rely conclusively on the calculations and information provided to them by the Company as to the Daily VWAP, the Daily Settlement Amount, the Daily Conversion Value, The Daily Share Amount, the Trading Price and the Last Reported Sale Price.

SECTION 13.13 SEVERABILITY.

If any provision of this Indenture or the Notes is invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions of this Indenture or the Notes will not in any way be affected or impaired thereby.

SECTION 13.14 COUNTERPARTS.

The parties may sign any number of copies of this Indenture. Each signed copy will be an original, and all of them together represent the same agreement. Delivery of an executed counterpart of this Indenture by facsimile, electronically in portable document format or in any other format will be effective as delivery of a manually or electronically executed counterpart.

SECTION 13.15 TABLE OF CONTENTS, HEADINGS, ETC.

The table of contents and the headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and will in no way modify or restrict any of the terms or provisions of this Indenture.

SECTION 13.16 WITHHOLDING TAXES.

Each Holder and each beneficial owner of a Note agrees that, in the event that it is deemed to have received a distribution that is subject to U.S. federal income tax as a result of an adjustment or the non-occurrence of an adjustment to the Conversion Rate, any resulting withholding taxes (including backup withholding) may be withheld from interest and payments upon conversion, repurchase, redemption, or maturity of the Notes. In addition, each Holder and each beneficial owner of a Note agrees that if any withholding taxes (including backup withholding) are paid on behalf of such Holder or beneficial owner, then those withholding taxes may be withheld from or set off against payments of cash or the delivery of other Conversion Consideration, if any, in respect of the Notes (or, in some circumstances, any payments on the Common Stock) or sale proceeds received by, or other funds or assets of, such Holder or beneficial owner.

SECTION 13.17 FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA).

In order to comply with applicable tax laws, rules and regulations (inclusive of directives, guidelines and interpretations promulgated by competent authorities) in effect from time to time ("**Applicable Tax Law**") that a foreign financial institution, issuer, trustee, paying agent, holder or other institution is or has agreed to be subject to related to the Indenture, the Company agrees (A) to provide to the Trustee upon reasonable written request by the Trustee sufficient information about Holders or other applicable parties and/or transactions (including any modification to the terms of such transactions) so the Trustee can determine whether it has tax related obligations under Applicable Tax Law; and (B) that the Trustee will be entitled to make any withholding or deduction from payments under the Indenture to the extent necessary to comply with Applicable Tax Law for which U.S. Bank Trust Company, National Association will not have any liability, absent gross negligence or willful misconduct as determined by a final order of a court of competent jurisdiction on the part of the Trustee. The obligations imposed on the Company under this paragraph are limited to the extent that (x) the Company has the relevant information in its possession or control, or is reasonably obtainable by the Company; and (y) the provision of such information to the Trustee will not result in any breach of this Indenture or the Notes or violate any applicable law. The terms of this section will survive the termination of this Indenture.

SECTION 13.18 INTERCREDITOR AGREEMENT.

Each Holder of a Note, by accepting such Note, agrees that, for purposes of the Intercreditor Agreement, (i) the Trustee shall be the "**Initial Other Representative**" thereunder, (ii) the Collateral Agent shall be the "**Initial Other Collateral Agent**" thereunder, (iii) this Indenture shall constitute the "**Initial Other First Lien Agreement**" thereunder and all references to the "**Initial Other First Lien Agreement**" contained therein shall be deemed to refer to this Indenture, and (iv) all of the Notes Obligations shall constitute "**Initial Other First Lien Obligations**" thereunder. The Trustee and the Collateral Agent shall be bound by the terms of the Intercreditor Agreement and each Holder of a Note, by accepting such Note or beneficial interest therein, agrees to all the terms and provisions of the Intercreditor Agreement and the other Security Documents. Notwithstanding anything to the contrary herein or in the other Indenture Documents, (i) this Indenture, the Liens and security interests granted to the Collateral Agent pursuant to the Security Documents and all rights and obligations of the Trustee and the Collateral Agent under the Indenture Documents are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Trustee or the Collateral Agent under the Indenture Documents is subject to the limitations and provisions of the Intercreditor Agreement. The Holders authorize the Trustee and the Collateral Agent to communicate with the Agent and Lenders under the Credit Agreement, and any other Person who is, or becomes a party to the Intercreditor Agreement, with respect to any matter, including, without limitation, the Obligations, the Loan Obligations, the Intercreditor Agreement and Credit Agreement Documents, the Indenture Documents, and any other matter relating to, or arising out of such matters. Each Holder of a Note, by accepting such Note, agrees and hereby authorizes and directs the Collateral Agent and Trustee to execute the Intercreditor Agreement. Each Holder, by accepting a Note, hereby agrees that such Holder shall comply with the provisions of the Intercreditor Agreement applicable to it in its capacities as such to the same extent as if such Holder were party thereto. Without limiting any of the rights and protections (including indemnities) of the Trustee or Collateral Agent hereunder and notwithstanding any provisions in this Indenture or the other Indenture Documents to the contrary, in the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and the terms of this Indenture or the other Indenture Documents, the terms of the Intercreditor Agreement shall govern.

[*The Remainder of this Page Intentionally Left Blank; Signature Page Follows*]

IN WITNESS WHEREOF, the parties to this Indenture have caused this Indenture to be duly executed as of the date first written above.

EDGIO, INC.

By: _____
Name:
Title:

[NAME OF EACH GUARANTOR]

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties to this Indenture have caused this Indenture to be duly executed as of the date first written above.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee and Collateral Agent

By: _____
Name:
Title:

[*Signature Page to Indenture*]

EXHIBIT A

FORM OF NOTE

[*Insert Global Note Legend, if applicable*]

[*Insert Restricted Note Legend, if applicable*]

[*Insert Non-Affiliate Legend*]

EDGIO, INC.

19.5% Senior Secured Convertible Note due 2027

CUSIP No.: [ ][*Insert for a "restricted" CUSIP number*:*] Certificate No. [ ]

ISIN No.: [ ][*Insert for a "restricted" ISIN number:**]

Edgio, Inc., a Delaware corporation, for value received, promises to pay to [Cede & Co.], or its registered assigns, the principal sum of $[ ] [(as revised by the attached Schedule of Exchanges of Interests in the Global Note)] on November 14, 2027 and to pay interest thereon, as provided in the Indenture referred to below, until the principal and all accrued and unpaid interest are paid or duly provided for.

Interest Payment Dates: February 14, May 14, August 14, and November 14 of each year, beginning on February 14, 2024.

Regular Record Dates: January 31, April 30, July 31 or October 31 (whether or not such day is a Business Day) immediately preceding the applicable February 14, May 14, August 14, and November 14 Interest Payment Date, respectively.

Additional provisions of this Note are set forth on the other side of this Note.

[***The Remainder of This Page Intentionally Left Blank; Signature Page Follows***]

IN WITNESS WHEREOF, Edgio, Inc. has caused this instrument to be duly executed as of the date set forth below.

EDGIO, INC.

Date:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

U.S. Bank Trust Company, National Association, as Trustee, certifies that this is one of the Notes referred to in the within-mentioned Indenture.

Date:

By: _____
Authorized Signatory

EDGIO, INC.

19.5% Senior Secured Convertible Note due 2027

This Note is one of a duly authorized issue of notes of Edgio, Inc., a Delaware corporation (the "**Company**"), designated as its 19.5% Senior Secured Convertible Note due 2027 (the "**Notes**"), all issued or to be issued pursuant to an indenture, dated as of November 14, 2023 (as the same may be amended from time to time, the "**Indenture**"), between the Company and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**") and as collateral agent (the "**Collateral Agent").** Capitalized terms used in this Note without definition have the respective meanings ascribed to them in the Indenture.

The Indenture sets forth the rights and obligations of the Company, the Trustee, the Collateral Agent and the Holders and the terms of the Notes. Notwithstanding anything to the contrary in this Note, to the extent that any provision of this Note conflicts with the provisions of the Indenture, the provisions of the Indenture will control.

1. **Interest**. This Note will accrue interest at the rates and in the manner, and payable in the form of cash and PIK Notes, as set forth in Section 2.05 of the Indenture. Stated Interest on this Note will begin to accrue from, and including, November 14, 2023.

2. **Maturity**. This Note will mature on November 14, 2027, unless earlier redeemed, repurchased or converted.

3. **Method of Payment**. Amounts due and payable in cash on this Note will be paid in the manner set forth in Section 2.04 of the Indenture. Amounts due and payable in PIK Notes will be paid in the manner set forth in Section 2.21 of the Indenture.

4. **Persons Deemed Owners**. The Holder of this Note will be treated as the owner of this Note for all purposes.

5. **Denominations; Transfers and Exchanges**. All Notes will be in registered form, without coupons, in principal amounts equal to any Authorized Denominations. Subject to the terms of the Indenture, the Holder of this Note may transfer or exchange this Note by presenting it to the Registrar and delivering any required documentation or other materials.

6. **Right of Holders to Require the Company to Repurchase Notes upon a Fundamental Change or Asset Sale resulting in Asset Sale Excess Proceeds**. If a Fundamental Change occurs, then each Holder will have the right to require the Company to repurchase such Holder's Notes (or any portion thereof in an Authorized Denomination) for cash in the manner, and subject to the terms, set forth in Section 4.02 of the Indenture. If the Company is required under the Credit Agreement to make a mandatory repurchase of Notes from a portion of Asset Sale Excess Proceeds, then each Holder will have the right to require the Company to repurchase a specified portion of such Holder's Notes (or any portion thereof in an Authorized Determination) for cash in the manner, and subject to the terms, set forth in Section 3.09 of the Indenture.

7. **Right of the Company to Redeem the Notes**. The Company will have the right to redeem the Notes for cash in the manner, and subject to the terms, set forth in Section 4.03 of the Indenture.

8. **Conversion**. The Holder of this Note may convert this Note into Conversion Consideration in the manner, and subject to the terms, set forth in Article 5 of the Indenture.

9. **When the Company May Merge, Etc**. Article 6 of the Indenture places limited restrictions on the Company's ability to be a party to a Business Combination Event.

10. **Defaults and Remedies**. If an Event of Default occurs, then the principal amount of, and all accrued and unpaid interest on, all of the Notes then outstanding may (and, in certain circumstances, will automatically) become due and payable in the manner, and subject to the terms, set forth in Article 7 of the Indenture.

11. **Amendments, Supplements and Waivers**. The Company and the Trustee may amend or supplement the Indenture or the Notes or waive compliance with any provision of the Indenture or the Notes in the manner, and subject to the terms, set forth in Article 8 of the Indenture.

12. **No Personal Liability of Directors, Officers, Employees and Stockholders**. No past, present or future director, officer, employee, incorporator or stockholder of the Company, as such, will have any liability for any obligations of the Company under the Indenture or the Notes or for any claim based on, in respect of, or by reason of, such obligations or their creation. By accepting any Note, each Holder waives and releases all such liability. Such waiver and release are part of the consideration for the issuance of the Notes.

13. **Authentication**. No Note will be valid until it is authenticated by the Trustee. A Note will be deemed to be duly authenticated only when an authorized signatory of the Trustee (or a duly appointed authenticating agent) manually signs the certificate of authentication of such Note.

14. **Secured Notes**. The Notes are secured, equally and ratably with the Credit Agreement Obligations, by a senior security interest in the Collateral pursuant to the Security Agreement and the Security Documents referred to in the Indenture. The Notes are secured by a pledge of Collateral pursuant to the Security Documents. The Notes are subject to the terms of the Intercreditor Agreement.

15. **Guarantors.** The payment by the Company of the principal of, interest and Additional Interest, if any, on the Notes is fully and unconditionally guaranteed on a joint and several senior secured basis by each of the Guarantors to the extent set forth in the Indenture.

16. **Abbreviations**. Customary abbreviations may be used in the name of a Holder or its assignee, such as TEN COM (tenants in common), TEN ENT (tenants by the entireties), JT TEN (joint tenants with right of survivorship and not as tenants in common), CUST (custodian), and U/G/M/A (Uniform Gift to Minors Act).

17. **Governing Law**. THIS NOTE, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS NOTE, WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

* * *

To request a copy of the Indenture, which the Company will provide to any Holder at no charge, please send a written request to the following address:

Edgio, Inc.
11811 North Tatum Blvd., Suite 3031
Phoenix, AZ 85028
Attention: Chief Legal Officer

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

INITIAL PRINCIPAL AMOUNT OF THIS GLOBAL NOTE: $[ ]

The following exchanges, transfers or cancellations of this Global Note have been made:

Date	Amount of Increase (Decrease) in Principal Amount of this Global Note	Principal Amount of this Global Note After Such Increase (Decrease)	Signature of Authorized Signatory of Trustee

CONVERSION NOTICE

Edgio, Inc.

19.5% Senior Secured Convertible Notes due 2027

Subject to the terms of the Indenture, by executing and delivering this Conversion Notice, the undersigned Holder of the Note identified below directs the Company to convert (check one):

☐ the entire principal amount of

☐ $ _____ aggregate principal amount of

the Note identified by CUSIP No. and Certificate No. .

The undersigned acknowledges that if the Conversion Date of a Note to be converted is after a Regular Record Date and before the next Interest Payment Date, then such Note, when surrendered for conversion, must, in certain circumstances, be accompanied with an amount of cash equal to the interest that would have accrued on such Note to, but excluding, such Interest Payment Date.

Date:

(Legal Name of Holder)

By: _____
Name:
Title:

Signature Guaranteed:

_____
Participant in a Recognized Signature
Guarantee Medallion Program

By: _____
Name:
Title: Authorized Signatory

ASSIGNMENT FORM

Edgio, Inc.

19.5% Senior Secured Convertible Notes due 2027

Subject to the terms of the Indenture, the undersigned Holder of the within Note assigns to:

Name:

Address:

Social security or tax identification number:

the within Note and all rights thereunder irrevocably appoints:

as agent to transfer the within Note on the books of the Company. The agent may substitute another to act for him/her.

Date:

(Legal Name of Holder)

By: _____
Name:
Title:

Signature Guaranteed:

_____
Participant in a Recognized Signature
Guarantee Medallion Program

By: _____
Name:
Title: Authorized Signatory

TRANSFEROR ACKNOWLEDGEMENT

If the within Note bears a Restricted Note Legend, the undersigned further certifies that (check one):

1. Such Transfer is being made to the Company or a Subsidiary of the Company.

2. Such Transfer is being made pursuant to, and in accordance with, a registration statement that is effective under the Securities Act at the time of the Transfer.

3. Such Transfer is being made pursuant to, and in accordance with, Rule 144A under the Securities Act, and, accordingly, the undersigned further certifies that the within Note is being transferred to a Person that the undersigned reasonably believes is purchasing the within Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act in a transaction meeting the requirements of Rule 144A.

4. Such Transfer is being made pursuant to, and in accordance with, any other available exemption from the registration requirements of the Securities Act (including, if available, the exemption provided by Rule 144 under the Securities Act).

Date:

(Legal Name of Holder)

By: _____
Name:
Title:

Signature Guaranteed:

_____
Participant in a Recognized Signature
Guarantee Medallion Program

By: _____
Name:
Title: Authorized Signatory

EXHIBIT B-1

FORM OF RESTRICTED NOTE LEGEND

THE OFFER AND SALE OF THIS NOTE AND THE SHARES OF COMMON STOCK, IF ANY, ISSUABLE UPON CONVERSION OF THIS NOTE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THIS NOTE MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

(1) REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT; AND

(2) AGREES FOR THE BENEFIT OF EDGIO, INC. (THE "COMPANY") THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS NOTE OR ANY BENEFICIAL INTEREST HEREIN, EXCEPT ONLY:

(A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF;

(B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT;

(C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT;

(D) PURSUANT TO RULE 144 UNDER THE SECURITIES ACT; OR

(E) PURSUANT TO ANY OTHER EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

BEFORE THE REGISTRATION OF ANY SALE OR TRANSFER IN ACCORDANCE WITH (2)(C), (D) OR (E) ABOVE, THE COMPANY, THE TRUSTEE AND THE REGISTRAR RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH CERTIFICATES OR OTHER DOCUMENTATION OR EVIDENCE AS THEY MAY REASONABLY REQUIRE IN ORDER FOR THE COMPANY TO DETERMINE THAT THE PROPOSED SALE OR TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.*

FORM OF GLOBAL NOTE LEGEND

THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS THE OWNER AND HOLDER OF THIS NOTE FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE WILL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC, OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE, AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE WILL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE 2 OF THE INDENTURE HEREINAFTER REFERRED TO.

FORM OF NON-AFFILIATE LEGEND

NO AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT OF 1933, AS AMENDED) OF THE COMPANY, OR ANY PERSON OR ENTITY THAT WAS AN AFFILIATE (AS DEFINED UNDER RULE 144 UNDER THE SECURITIES ACT OF 1933, AS AMENDED) OF THE COMPANY WITHIN THE THREE MONTHS IMMEDIATELY PRECEDING, MAY PURCHASE OR OTHERWISE ACQUIRE THIS NOTE OR ANY BENEFICIAL INTEREST HEREIN.

EXHIBIT C

FUNDAMENTAL CHANGE REPURCHASE NOTICE

Edgio, Inc.

19.5% Senior Secured Convertible Notes due 2027

Subject to the terms of the Indenture, by executing and delivering this Fundamental Change Repurchase Notice, the undersigned Holder of the Note identified below is exercising its Fundamental Change Repurchase Right with respect to (check one):

☐ the entire principal amount of

☐ $ _____ aggregate principal amount of

the Note identified by CUSIP No. and Certificate No. .

The undersigned acknowledges that this Note, duly endorsed for transfer, must be delivered to the Paying Agent before the Fundamental Change Repurchase Price will be paid.

Date:

(Legal Name of Holder)

By: _____
Name:
Title:

Signature Guaranteed:

_____
Participant in a Recognized Signature
Guarantee Medallion Program

By: _____
Name:
Title: Authorized Signatory

EXHIBIT D

FORM OF SUPPLEMENTAL INDENTURE

[ ] SUPPLEMENTAL INDENTURE (this "**Supplemental Indenture**"), dated as of [•], 20__, among [Name of Future Guarantor(s)] (together with its successors and assigns under the Indenture, the "**New Guarantor**"), a Subsidiary of Edgio, Inc., a Delaware corporation (together with its successors and assigns under the Indenture, the "**Company**"), the existing Guarantors (as defined in the Indenture referred to herein), the Company and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "**Trustee**") and U.S. Bank Trust Company, National Association, a national banking association, as collateral agent (the "**Collateral Agent**"). The New Guarantor and the existing Guarantors are sometimes referred to collectively herein as the "**Guarantors**," or individually as a "**Guarantor**."

W I T N E S E T H

WHEREAS, the Company and the existing Guarantors have heretofore executed and delivered to the Trustee and the Collateral Agent an indenture (the "**Indenture**"), dated as of November 14, 2023, relating to the 19.5% Senior Secured Convertible Notes due 2027 (the "**Notes**") of the Company;

WHEREAS, **Section 12.07** of the Indenture in certain circumstances requires the Company to cause a Subsidiary that is not then a Guarantor (i) to become a Guarantor by executing a supplemental indenture and (ii) to deliver an Opinion of Counsel to the Trustee as provided in such Section; and

WHEREAS, pursuant to **Section 8.01(B)** of the Indenture, the Company, the Guarantors, the Trustee and the Collateral Agent are authorized to execute and deliver this Supplemental Indenture to amend or supplement the Indenture without the consent of any Holder;

NOW THEREFORE, to comply with the provisions of the Indenture and in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantor, the other Guarantors, the Company and the Trustee and the Collateral Agent mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The New Guarantor hereby agrees, jointly and severally, with all other Guarantors, to unconditionally guarantee to each Holder and to the Trustee and the Collateral Agent the Guaranteed Obligations, to the extent set forth in the Indenture and subject to the provisions in the Indenture. The obligations of the Guarantors to the Holders of Notes and to the Trustee and the Collateral Agent pursuant to the Subsidiary Guarantees and the Indenture are expressly set forth in **Article 12** of the Indenture and reference is hereby made to the Indenture for the precise terms of the Subsidiary Guarantees.

3. EXECUTION AND DELIVERY. The New Guarantor agrees that its Subsidiary Guarantee shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

4. NEW YORK LAW TO GOVERN. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE AND ENFORCE THIS SUPPLEMENTAL INDENTURE.

5. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. This Supplemental Indenture may be executed in multiple counterparts which, when taken together, shall constitute one instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile, PDF or other electronic transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes.

6. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

7. THE TRUSTEE AND THE COLLATERAL AGENT. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee or Collateral Agent by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee and the Collateral Agent subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee and the Collateral Agent with respect hereto. Neither the Trustee nor the Collateral Agent make any representation or warranty as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

8. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first written above.

[NAME OF NEW GUARANTOR]

By: _____
Name:
Title:

EDGIO, INC.

By: _____
Name:
Title:

[NAME OF EACH GUARANTOR]

By: _____
Name:
Title:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee and Collateral Agent

By: _____

Name:
Title:

EXHIBIT E

ASSET SALE REPURCHASE NOTICE

Edgio, Inc.

19.5% Senior Secured Convertible Notes due 2027

Subject to the terms of the Indenture, by executing and delivering this Asset Sale Repurchase Notice, the undersigned Holder of the Note identified below is exercising its Asset Sale Repurchase Right with respect to (check one):

☐ the entire principal amount of

☐ $ _____ aggregate principal amount of

the Note identified by CUSIP No. and Certificate No. .

The undersigned acknowledges that this Note, duly endorsed for transfer, must be delivered to the Paying Agent before the Asset Sale Excess Proceeds Offer Price will be paid.

Date:

(Legal Name of Holder)

By: _____

Name:
Title:

Signature Guaranteed:

_____

Participant in a Recognized Signature
Guarantee Medallion Program

By: _____

Name:
Title: Authorized Signatory

Exhibit 10.1

Execution Version

CREDIT AGREEMENT,

dated as of November 14, 2023,

among

EDGIO, INC.,

as the Borrower,

and

LYNROCK LAKE MASTER FUND LP,

as the Lender

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CREDIT AGREEMENT

THIS CREDIT AGREEMENT (this "***Agreement***"), dated as of November 14, 2023, is entered into by and among **EDGIO, INC.**, a Delaware corporation (the "***Borrower***"), and **LYNROCK LAKE MASTER FUND LP** (the "***Lender***").

RECITALS:

WHEREAS, the Borrower desires to obtain Term Loans in an aggregate principal amount of $79,472,175.22, subject to the terms and conditions set forth herein;

WHEREAS, the Lender has agreed to extend such Term Loans to the Borrower subject to the terms and conditions set forth herein; and

WHEREAS, each of the Guarantors has agreed to guarantee the Obligations of the Borrower and to secure all of its respective Obligations in respect of such guarantee by granting to the Lender a first priority Lien (free and clear of all other Liens, subject only to Liens permitted by the Loan Documents) on all of its assets, subject to certain specified exclusions set forth in the Loan Documents.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1
DEFINITIONS

1.1 Defined Terms. As used in this Agreement (including the recitals hereof), the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

"***2025 Convertible Notes***" means the Borrower's 3.50% Convertible Senior Notes due 2025.

"***2027 Convertible Notes***" means the Borrower's 19.5% Convertible Senior Secured Notes due 2027.

"***2027 Convertible Notes Indenture***" means the Indenture governing the 2027 Convertible Notes.

"***Accounting Change***": is defined in the definition of GAAP.

"***Adjusted Quick Ratio***: at any time of determination, the ratio of: (x) Quick Assets to (y) Current Liabilities *minus* Deferred Revenue.

"***Affiliate***": 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; provided that, the Lender shall not be deemed an Affiliate of the Loan Parties solely as a result of the exercise of its rights and remedies under the Loan Documents.

"***Agreement***": is defined in the preamble hereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"***Anti-Corruption Laws***": the FCPA, UK Bribery Act 2010, and any other state or federal Governmental Requirements of any jurisdiction applicable to any Loan Party or any of their Subsidiaries or controlled Affiliates from time to time concerning or relating to bribery or corruption.

"***Anti-Terrorism Laws***": Executive Order No. 13224 (effective September 24, 2001), the Patriot Act, Money Laundering Control Act of 1986, the laws comprising or implementing the Bank Secrecy Act, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, and any other Governmental Requirements of any jurisdiction applicable to any Loan Party or any of their Subsidiaries or Affiliates from time to time concerning or relating to terrorism financing or money laundering.

"***Asset Sale***": any Disposition of property or series of related Dispositions of property (excluding any such Disposition of property permitted by clauses (a) through (j) of Section 7.4) that yields Net Cash Proceeds to the Borrower or any Subsidiary thereof (valued at the initial principal amount thereof in the case of non-cash proceeds consisting of notes or other debt securities and valued at fair market value in the case of other non-cash proceeds).

"***Assumption Agreement***": is defined in the Guarantee and Collateral Agreement.

"***Bankruptcy Code***": Title 11 of the United States Code entitled "Bankruptcy".

"***Borrower***": is defined in the preamble hereto.

"***Borrower Board***": the board of directors, board of managers or comparable authority of the Borrower, and each committee thereof.

"***Borrower Group Boards***": is defined in Section 10.19(a).

"***Business***": is defined in Section 4.17(b).

"***Business Day***": a day other than a Saturday, Sunday or other day on which commercial banks in the State of New York or the State of California are authorized or required by law to close.

"***Called Principal***": with respect to any Loan, the amount of principal of such Loan that is to be repaid pursuant to Section 2.6 or has become or is declared to be immediately due and payable pursuant to Section 8.2, as the context requires.

"***Capital Lease Obligations***": as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as finance leases on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP.

"***Capital Stock***": 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 or exercisable 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.

"***Cash Equivalents***": (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case, maturing within one (1) year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of one (1) year or less from the date of acquisition issued by any commercial bank organized under the laws of the United States or any state thereof, having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least A-1 by S&P or P-1 by Moody's, or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within one (1) year from the date of acquisition; (d) repurchase obligations of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than thirty (30) days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one (1) year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody's; (f) securities with maturities of six (6) months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (b) of this definition; (g) money market mutual or similar funds that invest exclusively in assets satisfying the requirements of clauses (a) through (e) of this definition; (h) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000; or (i) instruments comparable in credit quality and tenor to those referred to in clauses (a) through (h) above and customarily used by corporations for normal cash management purposes in a jurisdiction outside of the United States, utilized by the Borrower to the extent reasonably required in connection with any business conducted in such jurisdiction.

"***Cash Interest Rate***": 3.50% *per annum*.

"***Cash Management Services***" means any one or more of the following types of services or facilities: (a) ACH transactions; (b) treasury and/or cash management services, including, controlled disbursement services, depository, overdraft and electronic funds transfer services; (c) foreign exchange facilities; (d) deposit and other accounts; and (e) merchant services (other than those constituting a line of credit).

"***Casualty Event***": any damage to or any destruction of, or any condemnation or other taking by any Governmental Authority of any property of the Loan Parties.

"***Certificated Securities***": is defined in Section 4.19.

"***Change of Control***": (a) any person or group of persons (within the meaning of Section 13(d) or 14(a) of the Exchange Act) shall have acquired beneficial ownership (within the meaning of Rule 13d-3 promulgated by the SEC under the Exchange Act) of 40% or more of the voting Equity Interests of the Borrower; (b) commencing on the date that is 91 days after the Closing Date, during any period of twelve (12) consecutive months, a majority of the members of the Borrower Board cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board, or (iii) whose election or nomination to that board was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board; (c) any merger, consolidation or sale of substantially all of the property or assets of any Loan Party to any Person that is not another Loan Party; or (d) any Fundamental Change.

"***Closing Date***": the date on which all of the conditions precedent set forth in Section 5.1 are satisfied or waived by the Lender.

"***Code***": the Internal Revenue Code of 1986, as amended from time to time.

"***Collateral***": all property of the Loan Parties (other than Excluded Assets), now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

"***Collateral-Related Expenses***": all reasonable and documented out-of-pocket costs and expenses of the Lender paid or incurred in connection with any sale, collection or other realization on the Collateral, and reimbursement for all other reasonable and documented out-of-pocket costs, expenses and liabilities and advances made or incurred by the Lender in connection therewith (including as described in Section 6.6 of the Guarantee and Collateral Agreement), and all amounts for which the Lender is entitled to indemnification under the Security Documents and all advances made by the Lender under the Security Documents for the account of any Loan Party.

"***Compliance Certificate***": a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

"***Connection Income Taxes***": 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***": for any period, for the Loan Parties and their Subsidiaries on a consolidated basis, an amount equal to (a) Consolidated Net Income for such period *plus* (b) each of the following to the extent deducted in calculating such Consolidated Net Income, without duplication: (i) cash Consolidated Interest Charges for such period, (ii) the provision for federal, state, local and foreign income Taxes payable for such period, (iii) depreciation and amortization expense for such period, (iv) transaction fees and expenses incurred during such period in connection with the transactions contemplated hereby and consummated on or prior to the Closing

Date in an aggregate amount not to exceed $10,000,000 and (v) non-cash charges, losses or expenses, including (A) equity-based awards compensation expense, (B) charges or asset write off or write downs related only to intangible assets and goodwill (but, for the avoidance of doubt, excluding inventory and accounts receivable), (C) all losses from investments recorded using the equity method, (D) non-cash rent expense, (E) non-cash lease accretion expense and (F) other non- cash charges, non-cash expenses or non-cash losses (provided that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, (A) such Person may elect not to add back such non-cash charge in the current period and (B) to the extent such Person elects to add back such non-cash charge, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period), *minus* (c) without duplication and to the extent included in Consolidated Net Income, (i) any cash payments made during such period in respect of non-cash charges described in clause (b)(iv) taken in a prior period, (ii) any extraordinary gains and any non-cash items of income for such period, and (iii) to the extent not netted from Tax expense, refunds for Taxes based on income (or franchise, single business, unitary of other Taxes imposed in lieu of income Taxes).

"***Consolidated Interest Charges***": for any period, for the Loan Parties and their Subsidiaries on a consolidated basis, the sum of all interest, premium payments, debt discount, debt issuance, fees, charges and related expenses (exclusive of transaction fees and expenses incurred in connection with the transactions contemplated hereby and consummated on or prior to the Closing Date other than the Upfront Fee to the extent expensed during such period) in connection with Indebtedness (including capitalized interest) and warrant and other equity issuance discount, including all interest payments under the Existing Credit Facility and any fee paid in connection with the repayment or refinancing of the Existing Credit Facility.

"***Consolidated Net Debt***" means, as of any date of determination, the aggregate principal amount of Indebtedness of the Borrower and its Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP (but excluding the effects of any discounting of Indebtedness resulting from the application of purchase accounting in connection with any permitted Investment) outstanding pursuant to clause (a), (c), (e), (f) of the definition of "Indebtedness" and clause (h) of the definition of "Indebtedness" to the extent constituting a Guarantee Obligation of any of clauses (a), (c), (e), or (f) of the definition of "Indebtedness".

"***Consolidated Net Income***": for any period, for the Loan Parties and their Subsidiaries on a consolidated basis, the net income (or loss) of the Loan Parties and their Subsidiaries for that period, as determined in accordance with GAAP; provided that there shall be excluded from such net income (or loss) (to the extent otherwise included therein), without duplications:

(i) the income (or loss) of any Person (other than any consolidated wholly-owned Subsidiary of the Loan Parties) in which the Loan Parties or their Subsidiaries have an ownership interest unless received by the Loan Parties or their Subsidiaries in a cash distribution during such period,

(ii) the income (or loss) of any Person accrued prior to the date it became a consolidated wholly-owned Subsidiary of a Loan Party or is merged into or consolidated with a Loan Party or any of their consolidated wholly-owned Subsidiaries or such Person's assets are acquired by a Loan Party or any of their consolidated wholly-owned Subsidiaries, and

(iii) the income of any Subsidiary of the Loan Parties to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any contractual obligation (other than under any Loan Documents) or requirement of law applicable to such Subsidiary.

"***Control***": either (a) the power to vote, or the beneficial ownership of, ten percent (10%) or more of the voting Capital Stock of such Person or (b) 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.

"***Control Agreement***": any control agreement with respect to any deposit account, securities account or a commodities account, in form and substance reasonably satisfactory to the Lender, entered into among the depository institution at which a Loan Party maintains a Deposit Account, or the securities intermediary at which a Loan Party maintains a Securities Account, such Loan Party, and the Lender pursuant to which the Lender obtains "control" (within the meaning of the UCC, or any other applicable law) over such deposit account, securities account or commodities account.

"***Copyrights***": is defined in the Guarantee and Collateral Agreement.

"***Core Business***": any material line of business conducted by the Borrower and its Subsidiaries as of the Closing Date and any business reasonably related, similar, corollary, complementary, ancillary, synergistic or incidental thereto.

"***Current Liabilities***": at any time of determination, the aggregate value of liabilities that should, under GAAP, be classified as liabilities on Borrower's balance sheet, including all Indebtedness, that mature within one (1) year and all non-cash related payables.

"***Debtor Relief Laws***": the Bankruptcy Code, and all other liquidation, provisional liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, plan of arrangement, scheme of arrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"***Declined Proceeds***": is defined in Section 2.6(f).

"***Default***": any of the events specified in Section 8.1, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"***Default Rate***": is defined in Section 2.8(c).

"***Deferred Revenue***": at any time of determination, all amounts received or invoiced in advance of performance under contracts and not yet recognized as revenue.

"***Deposit Account***": any "deposit account" as defined in the UCC with such additions to such term as may hereafter be made.

"***Designated Jurisdiction***": any country or territory to the extent that such country or territory itself is the subject of comprehensive Sanctions or whose government is the subject or target of Sanctions (which, as of the Closing Date, includes Crimea, Zaporizhzhia and Kherson Regions of Ukraine, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Cuba, Iran, North Korea, Venezuela and Syria).

"***Designated Person***": at any time, (a) any Person who is the target of Sanctions including any Person listed in any Sanctions-related list of designated Persons maintained by the U.S. government, including OFAC, the U.S. Department of State, the U.S. Department of Commerce or His Majesty's Treasury, (b) any Person operating, organized or resident in a Designated Jurisdiction or (c) any Person owned or otherwise controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

"***Discharge of Obligations***": subject to Section 10.8, the satisfaction of the Obligations by the payment in full, in cash of the principal of and interest on or other liabilities relating to each Loan, all fees and all other expenses or amounts payable under any Loan Document (other than inchoate indemnification and reimbursement obligations and any other obligations which pursuant to the terms of any Loan Document specifically survive repayment of the Loans for which no claim has been made), to the extent the aggregate Term Commitments of the Lender are terminated.

"***Disposition***": with respect to any property (including, without limitation, Capital Stock of the Borrower or any of its Subsidiaries), any sale, lease, Sale Leaseback Transaction, assignment, conveyance, transfer, encumbrance or other disposition thereof (including by merger, allocation of assets, division, consolidation or amalgamation) and any issuance of Capital Stock of each Subsidiary of the Borrower. The terms "***Dispose***" and "***Disposed of***" shall have correlative meanings.

"***Disqualified Stock***": any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable (other than for Capital Stock that is not Disqualified Stock), pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is ninety-one (91) days after the date on which the Loans mature (excluding any Capital Stock that is subject to any provision thereof that requires the redemption thereof upon the occurrence of a change of control, asset sale or other similar event at any time on or prior to the date that is ninety- one (91) days after the date on which the Loans mature if such Capital Stock provides that such redemption is subject to the Discharge of Obligations). The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Agreement will be the maximum amount that the Borrower and its Subsidiaries may become obligated to pay upon maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock or portion thereof, plus accrued dividends.

"***Dollars***" and "***$***": dollars in lawful currency of the United States.

"***Environmental Laws***": any and all foreign, federal, provincial, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, legally binding requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of human or occupational health and safety (as related to the handling of, or exposure to, Materials of Environmental Concern) or the environment, including those relating to the generation, use, handling, transportation, storage, treatment, disposal, release or threatened release of, or exposure to, Materials of Environmental Concern.

"***Environmental Liability***": 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) a violation of an Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Materials of Environmental Concern, (c) exposure to any Materials of Environmental Concern, (d) the release or threatened release of any Materials of Environmental Concern into the environment, or (e) any contract or agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"***ERISA***": the Employee Retirement Income Security Act of 1974, as amended, including (unless the context otherwise requires) any rules or regulations promulgated thereunder.

"***ERISA Affiliate***": each corporation, trade or business (whether or not incorporated) which is treated as a single employer with any Group Member under Section 414(b) or (c) of the Code or, solely for the purposes of Section 302 of ERISA and Section 412 of the Code, any other Person required to be aggregated with any Group Member under Section 414(m) or (o) of the Code. Any former ERISA Affiliate of any Group Member shall continue to be considered an ERISA Affiliate of such Group Member within the meaning of this definition with respect to the period such entity was an ERISA Affiliate of such Group Member and with respect to liabilities arising after such period for which such Group Member could be liable under the Code or ERISA.

"***ERISA Event***": any of (a) a reportable event as defined in Section 4043 of ERISA with respect to a Pension Plan, excluding, however, such events as to which the PBGC by regulation has waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event; (b) the applicability of the requirements of Section 4043(b) of ERISA with respect to a contributing sponsor, as defined in Section 4001(a)(13) of ERISA, to any Pension Plan where an event described in paragraph (9), (10), (11), (12) or (13) of Section 4043(c) of ERISA is reasonably expected to occur with respect to such plan within the following 30 days, excluding, however, such events as to which the PBGC by regulation has waived the requirement of Section 4043(b) of ERISA); (c) a withdrawal by any Group Member or any ERISA Affiliate from a Pension Plan or the termination of any Pension Plan resulting in liability under Sections 4063 or 4064 of ERISA; (d) the withdrawal of any Group Member or any ERISA Affiliate in a complete or partial withdrawal (within the meaning of Section 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefor, or the receipt by any Group Member or any ERISA Affiliate of notice from any Multiemployer Plan that it is in insolvency pursuant to Section 4245 of ERISA; (e) the filing of a notice of intent to terminate, the treatment of a plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of

proceedings by the PBGC to terminate a Pension Plan or the receipt by any Group Member or any ERISA Affiliate of notice from any Multiemployer Plan that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (f) the imposition of liability on any Group Member or any ERISA Affiliate pursuant to Sections 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) the failure by any Group Member or any ERISA Affiliate to make any required contribution to a Pension Plan, or the failure to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Code or Section 302(c) of ERISA) or the failure to make by its due date a required installment under Section 430 of the Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (h) the determination that any Pension Plan is, or is expected to be, in "at-risk" status (within the meaning of Section 430 of the Code or Section 303 of ERISA) or any Multiemployer Plan is, or is expected to be, in "endangered" or "critical" status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (i) an event or condition which might reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (j) the imposition of any liability under Title IV of ERISA, other than PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Group Member or any ERISA Affiliate with respect to any Pension Plan; (k) an application for a funding waiver under Section 302 of ERISA or Section 412 of the Code or an extension of any amortization period pursuant to Section 303 of ERISA or Section 430 of the Code with respect to any Pension Plan; (l) the occurrence of a non-exempt prohibited transaction under Sections 406 or 407 of ERISA or Section 4975 of the Code for which any Group Member or any Subsidiary thereof may be directly or indirectly liable; (m) the occurrence of an act or omission which would be reasonably expected to give rise to the imposition on any Group Member of fines, penalties, taxes or related charges under Chapter 43 of the Code or under Sections 409, 502(c), (i) or (1) or 4071 of ERISA; (n) the assertion of a material claim (other than routine claims for benefits) against any Plan or the assets thereof, or against any Group Member or any Subsidiary thereof in connection with any Plan; (o) receipt from the IRS of notice of the failure of any Qualified Plan to qualify under Section 401(a) of the Code, or the failure of any trust forming part of any Qualified Plan to fail to qualify for exemption from taxation under Section 501(a) of the Code; or (p) the imposition of any lien (or the fulfillment of the conditions for the imposition of any lien) on any of the rights, properties or assets of any Group Member or any ERISA Affiliate thereof, in either case pursuant to Title I or IV of ERISA, including Section 303(k) of ERISA or to Section 430(k) of the Code.

"***ERISA Funding Rules***": the rules regarding minimum required contributions (including any installment payment thereof) to Pension Plans, as set forth in Section 412 of the Code and Section 302 of ERISA, with respect to Plan years ending prior to the effective date of the Pension Protection Act of 2006, and thereafter, as set forth in Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

"***Event of Default***": any of the events specified in Section 8.1.

"***Exchange Act***": the Securities Exchange Act of 1934, as amended.

"***Exchange Agreement***": means that certain Exchange Agreement, dated as of the Closing Date, between Edgio, Inc. and Lynrock Lake Master Fund LP.

"***Excluded Accounts***": is defined in the Guarantee and Collateral Agreement.

"***Excluded Assets***": is defined in the Guarantee and Collateral Agreement.

"***Excluded Taxes***": any of the following Taxes imposed on or with respect to the Lender or required to be withheld or deducted from a payment to the Lender, (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 the Lender being organized or incorporated under the laws of, or having its principal office or, in the case of the 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 the Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of the Lender with respect to an applicable interest in a Loan or Term Commitment pursuant to a law in effect on the date on which (i) the Lender acquires such interest in the Loan or Term Commitment or (ii) the Lender changes its lending office, except in each case, to the extent that, pursuant to Section 2.13, amounts with respect to such Taxes were payable either to the Lender's assignor immediately before the Lender became a party hereto or to the Lender immediately before it changed its lending office, (c) Taxes attributable to the Lender's failure to comply with Section 2.13(f), and (d) any withholding Taxes imposed under FATCA.

"***Existing Credit Facility***": that certain Loan and Security Agreement, dated as of November 2, 2015 (as amended, amended and rested, supplemented, or otherwise modified from time to time), by and among the Borrower (f/k/a Limelight Networks, Inc.) and Silicon Valley Bank, a division of First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)).

"***Export/Import Controls***": (a) the U.S. Export Administration Regulations administered by the U.S. Department of Commerce, the International Traffic in Arms Regulations administered by the U.S. Department of State, and any other applicable Governmental Requirements related to export controls and (b) customs laws administered or enforced by the United States, including the U.S. Customs and Border Protection, and any other applicable Governmental Requirements related to import controls or customs.

"***Extended SEC Reporting Deadline***": is defined in Section 6.1.

"***Extraordinary Receipts***": any cash receipts received by any Loan Party or any Subsidiary thereof not in the ordinary course of business, consisting of (a) proceeds of judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action, (b) indemnification payments received by any Loan Party or Subsidiary or (c) any purchase price adjustment or working capital adjustment received by any Loan Party or Subsidiary pursuant to any purchase agreement or related documentation.

"***FATCA***": 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 and any agreement 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 Governmental Authorities and implementing such Sections of the Code.

"***FCPA***": the Foreign Corrupt Practices Act of 1977, as amended.

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

"***Financial Covenants***": the covenants set forth in Section 7.20.

"***Fiscal Quarter***": each fiscal quarter of the Borrower and its Subsidiaries ending on March 31, June 30, September 30 and December 31 of each year.

"***Fiscal Year***": each fiscal year of the Borrower and its Subsidiaries ending on December 31 of each year.

"***Fixed Charge Coverage Ratio***": for any period, the ratio of (x) Consolidated EBITDA for such period to (y) Fixed Charges for such period.

"***Fixed Charges***": for any period, the sum (without duplication) of Borrower's and its Subsidiaries' (i) scheduled principal payments of Indebtedness, *plus* (ii) Consolidated Interest Charges paid in cash for such period, *plus* (iii) Taxes paid in cash, in each case, for such period, *plus* (iv) Restricted Payments paid in cash for such period, *plus* (v) Capital Lease Obligation payments for such period.

"***Flex Cap***" means, as of any date of determination, $1,000,000, *minus* (i) the aggregate amount of Investments outstanding pursuant to Section 7.6(g), (ii) the aggregate amount of Indebtedness outstanding pursuant to Section 7.1(k) and (iii) the aggregate amount of Liens outstanding pursuant to Section 7.2(e).

"***Foreign Benefit Arrangement***": any employee benefit arrangement mandated by non-US law that is maintained or contributed to by the Borrower or any Subsidiary thereof.

"***Foreign Lender***": a Lender that is not a U.S. Person.

"***Foreign Plan***": each employee benefit plan (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA) that is not subject to US law and is maintained or contributed to by the Borrower or any Subsidiary thereof.

"***Foreign Plan Event***": with respect to any Foreign Benefit Arrangement or Foreign Plan, (a) the failure to make or, if applicable, accrue in accordance with normal accounting practices, any employer or employee contributions required by applicable law or by the terms of such Foreign Benefit Arrangement or Foreign Plan; (b) the failure to register or loss of good standing with applicable regulatory authorities of any such Foreign Benefit Arrangement or Foreign Plan required to be registered; or (c) the failure of any Foreign Benefit Arrangement or Foreign Plan to comply with any material provisions of applicable law and regulations or with the material terms of such Foreign Benefit Arrangement or Foreign Plan.

"***Foreign Subsidiary***": any Subsidiary organized under the laws of a jurisdiction other than the United States of America or any State thereof or the District of Columbia.

"***Fundamental Change***": any "Fundamental Change" under and as defined in the 2027 Convertible Notes Indenture as in effect on the Closing Date.

"***Funding Office***": the office or account of the Lender as may be specified from time to time by the Lender as its funding office.

"***GAAP***": generally accepted accounting principles in the United States as in effect from time to time. In the event that any "***Accounting Change***" (as defined below) shall occur and such change results in a change in the standards or terms in this Agreement, then the Borrower and the Lender agree to enter into negotiations to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower and the Lender, all standards and terms in this Agreement shall continue to be construed as if such Accounting Changes had not occurred. "***Accounting Changes***" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

"***Governmental Approval***": any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

"***Governmental Authority***": the government of the United States of America, or any other nation, or of any political subdivision thereof, whether state, provincial, territorial 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, and any group or body charged with setting accounting or regulatory capital rules or standards (including any successor or similar authority to any of the foregoing).

"***Governmental Requirement***": any applicable law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, license, authorization or other directive or requirement, whether now or hereinafter in effect, including Environmental Laws, energy regulations and occupational, safety and health standards or controls, of any Governmental Authority.

"***Group Members***": the collective reference to the Borrower and its Subsidiaries.

"***Guarantee and Collateral Agreement***": the Guarantee and Collateral Agreement to be executed and delivered by the Borrower and each Guarantor, substantially in the form of Exhibit A, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"***Guarantee Obligation***": as to any Person (the "***guaranteeing person***"), any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, leases, dividends or other obligations (the "***primary obligations***") of any other third Person (the "***primary obligor***") in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the Borrower in good faith.

"***Guarantors***": a collective reference to (i) the Borrower and each domestic Subsidiary of the Borrower that is party to the Guarantee and Collateral Agreement on the Closing Date and (ii) each Subsidiary of the Borrower which has become a Guarantor pursuant to the requirements of Section 6.10 hereof and/or the Guarantee and Collateral Agreement.

"***Indebtedness***": of any Person at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services, including Obligations to the extent such obligations are required to be accounted for as a liability or debt on the consolidated balance sheet of the Borrower in accordance with GAAP (other than (x) any such obligations incurred under ERISA and (y) trade payables incurred in the ordinary course of such Person's business not more than ninety (90) days overdue (or such longer period to the extent being contested in good faith)), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments and all obligations of such Person upon which interest charges are customarily paid or accrued, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations and all Synthetic Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of acceptances, letters of credit, surety bonds or similar arrangements, (g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Disqualified Stock in such Person, valued, in the case of a redeemable preferred interest, at the

greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends, (h) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (g) above, and (i) all obligations of the kind referred to in clauses (a) through (h) 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. Notwithstanding the foregoing, (i) operating leases, (ii) trade payables arising in the ordinary course of business and not more than ninety (90) days past due (or such longer period to the extent being contested in good faith), (iii) prepaid or deferred revenue arising in the ordinary course of business, (iv) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy unperformed obligations of the seller of such asset, or (v) earn-out obligations until such obligations become a liability on the balance sheet of such Person in accordance with GAAP, shall not, in each of the foregoing cases, be treated as "Indebtedness" for any purpose hereunder. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date.

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

"***Indemnitee***": is defined in Section 10.5(b).

"***Information***": is defined in Section 10.16.

"***Insolvency Proceeding***": (a) any case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other, similar arrangement in respect of any Person's creditors generally or any substantial portion of such Person's creditors, in each case, undertaken under federal, provincial, state or foreign law or any other applicable jurisdiction, including any Debtor Relief Law.

"***Intellectual Property***": is defined in the Guarantee and Collateral Agreement.

"***Intellectual Property Security Agreement***": is defined in the Guarantee and Collateral Agreement.

"***Intercompany Subordination Agreement***": the intercompany subordination agreement substantially in the form of Exhibit G.

"***Intercreditor Agreement***": the First Lien Pari Passu Intercreditor Agreement, dated as of the Closing Date, among the Lender, U.S. Bank National Trust Company, National Association, the Borrower, and the Guarantors party thereto.

"***Interest Payment Date***": (a) the last Business Day of each Interest Period and (b) the date of any repayment or prepayment made in respect thereof, including the Maturity Date.

"***Interest Period***": (a) initially, the period commencing on the borrowing date with respect to such Loan and ending three (3) months thereafter and (b) thereafter, each period commencing on the last day of the next preceding Interest Period and ending three (3) months thereafter; provided that the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day; and

(ii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month.

"***Interest Rate***": the *sum* of (x) the Cash Interest Rate *plus* (y) the PIK Interest Rate.

"***Inventory***": all "inventory," as such term is defined in the UCC, now owned or hereafter acquired by any Loan Party, wherever located, and in any event including inventory, merchandise, goods and other personal property that are held by or on behalf of any Loan Party for sale or lease or are furnished or are to be furnished under a contract of service, or that constitutes raw materials, work in process, finished goods, returned goods, or materials or supplies of any kind used or consumed or to be used or consumed in such Loan Party's business or in the processing, production, packaging, promotion, delivery or shipping of the same, including all supplies and embedded software.

"***Investments***": is defined in Section 7.6.

"***IRS***": the U.S. Internal Revenue Service, or any successor thereto.

"***Junior Indebtedness***": collectively, any Indebtedness of the Borrower or any of its Subsidiaries, that is (x) secured by a Lien that is junior in priority to the Lien securing the Obligations, (y) Subordinated Indebtedness and/or (z) unsecured.

"***Lender***": is defined in the preamble hereto.

"***License***": with respect to any Loan Party (the "***Specified Party***"), (a) any licenses or other similar rights provided to the Specified Party in or with respect to any Intellectual Property owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Intellectual Property owned or controlled by the Specified Party, in each case, including (i) any software and technology license agreements (other than license agreements for commercially available, non-customized off-the-shelf software) and (ii) the license agreements listed on Schedule 4.9(a).

"***Lien***": any mortgage, deed of trust, pledge, hypothecation, collateral assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any other security agreement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having substantially the same economic effect as any of the foregoing).

"***Loan***": a Term Loan (or a portion of any Term Loan), individually or collectively as appropriate.

"***Loan Documents***": this Agreement, each Security Document, each other guarantee executed by any Guarantor as required under Section 6.10 hereof or the other Loan Documents, each Term Loan Note, each Compliance Certificate, each Notice of Borrowing, the Solvency Certificate, the Perfection Certificate, each subordination or intercreditor agreement executed and delivered by any Loan Party, the Intercompany Subordination Agreement, each other document or instrument designated by the Borrower and the Lender as a "Loan Document" and any amendment, restatement, amendment and restatement, waiver, supplement or other modification to any of the foregoing.

"***Loan Party***": each Group Member that is, or is required to become, a party to a Loan Document as a "Borrower" or a "Guarantor".

"***Make-Whole Amount***": with respect to the Called Principal of the Loans, an amount equal to the Remaining Scheduled Payments with respect to the Called Principal of the Loans; provided that the Make-Whole Amount shall in no event be less than zero. For the avoidance of doubt, such amount shall be payable whether before or after an Event of Default or acceleration of the Loans.

"***Master Agreement***": is defined in the definition of "Swap Contract".

"***Material Adverse Effect***": means any event, circumstance or condition that, individually or in the aggregate, has had or would reasonably be expected to have a materially adverse effect on (a) the business, assets, properties, liabilities (contingent or otherwise), financial condition or results of operations of the Borrower and its Subsidiaries, taken as a whole, (b) the ability of (x) the Borrower and (y) the Loan Parties taken as a whole, to perform their respective obligations under the Loan Documents or (c) the rights and remedies of the Lender under any Loan Document.

"***Material Contracts***": any contract, agreement, permit or license of any Loan Party, which is material to such Loan Party's business or which the failure to comply with would reasonably be expected to have a Material Adverse Effect.

"***Materials of Environmental Concern***": (a) any substance, material or waste that is defined, regulated or governed under any Environmental Law as hazardous or toxic or as a pollutant or contaminant (or by words of similar meaning and regulatory effect), (b) any substance, material or waste which is regulated by, or for which liability or standards of conduct may be imposed under Environmental Law, or (c) any petroleum or petroleum products, asbestos or asbestos-containing materials, per- or polyfluoroalkyl substances, polychlorinated biphenyls, urea- formaldehyde insulation, toxic molds or fungi, and radioactive substances (at levels known to be hazardous to human health and safety).

"***Maturity Date***": the date that is the fourth anniversary of the Closing Date; provided that if such day is not a Business Day, the Maturity Date shall be the Business Day immediately prior to such day.

"***Maximum Rate***": is defined in Section 10.9.

"***MNPI***": is defined in Section 10.16.

"***MNPI Notice***": is defined in Section 10.16.

"***Moody's***": Moody's Investors Service, Inc.

"***Mortgaged Properties***": the real properties as to which, pursuant to Section 6.10(b) or otherwise, the Lender shall be granted a Lien pursuant to the Mortgages.

"***Mortgages***": each of the mortgages, deeds of trust, deeds to secure debt or such equivalent documents hereafter entered into and executed and delivered by one or more of the Loan Parties to the Lender, in each case, as such documents may be amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time and in form and substance reasonably acceptable to the Lender.

"***Multiemployer Plan***": a "multiemployer plan" (within the meaning of Section 3(37) or Section 4001(a)(3) of ERISA) to which any Group Member or any ERISA Affiliate thereof makes, is making, or is obligated or has been obligated to make, contributions within the past six (6) years.

"***Net Cash Proceeds***": (a) in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and cash equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received), net of attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, amounts required to be applied to the repayment of Indebtedness secured by a Lien expressly permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to a Security Document), other customary expenses and brokerage, consultant and other customary fees, costs and expenses actually incurred in connection therewith, all amounts provided as a reserve in accordance with GAAP against any liabilities under any indemnification obligation or purchase price adjustment associated with such Asset Sale (provided that to the extent and at the time any such amounts are released from such reserve, other than to make a payment for which such amount was reserved, such amounts shall constitute Net Cash Proceeds) and any funded escrow established pursuant to the documents evidencing any such sale or disposition to secure any indemnification obligations or adjustments to the purchase price associated with any such sale or disposition (provided that to the extent that any amounts are released from such escrow to any Loan Party, such amounts net of any related expenses shall constitute Net Cash Proceeds) from the sale price for such Asset Sale and net of taxes paid and the Borrower's reasonable and good faith estimate of income, franchise, sales, and other applicable taxes required to be paid by the Borrower or any Subsidiary in connection with such Asset Sale or Recovery Event in the taxable year that such Asset Sale or Recovery Event is consummated, the computation of which shall, in each such case, take into account the reduction in tax liability resulting from any available operating losses

and net operating loss carryovers, tax credits, and tax credit carry forwards, and similar tax attributes and (b) in connection with any sale, issuance or exercise after the Closing Date by any Loan Party or any of its Subsidiaries of any Capital Stock or any capital contribution by any Person to any such Loan Party or Subsidiary or any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys' fees, accountants' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees, costs and expenses actually incurred in connection therewith.

"***Notice of Borrowing***": a notice substantially in the form of Exhibit J.

"***Notice of Exclusion***": is defined in Section 10.19(d).

"***Obligations***": the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Loan Party, whether or not a claim for post-filing or post-petition interest is allowed or allowable in such proceeding) the Loans and all other obligations and liabilities of the Loan Parties to the Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any other Loan Document or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, any premium (including, without limitation, the Prepayment Premium and the Make-Whole Amount, if any), reimbursement obligations, payment obligations, fees, indemnities, costs and expenses (including all reasonable and documented out-of-pocket fees, charges and disbursements of counsel to the Lender).

"***OFAC***": the Office of Foreign Assets Control of the United States Department of the Treasury and any successor thereto.

"***Operating Documents***": for any Person as of any date, such Person's constitutional documents, formation documents and/or certificate of incorporation, amalgamation or continuance (or equivalent thereof), as certified (if applicable) by such Person's jurisdiction of formation as of a recent date, and, (a) if such Person is a corporation, its articles and bylaws (or equivalent thereof) or memorandum and articles of association (or equivalent thereof) in current form, (b) if such Person is a limited liability company, its limited liability company agreement (or similar agreement), and (c) if such Person is a partnership, its partnership agreement (or similar agreement), each of the foregoing with all current amendments or modifications thereto.

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

"***Other Taxes***": 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.

"***Patriot Act***": the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Title III of Pub. L. 107-56, signed into law October 26, 2001.

"***Patents***": is defined in the Guarantee and Collateral Agreement.

"***PBGC***": the Pension Benefit Guaranty Corporation, or any successor thereto.

"***Pension Plan***": an employee benefit plan (as defined in Section 3(3) of ERISA) other than a Multiemployer Plan (x) that is or within the past six (6) years was maintained or sponsored by any Group Member or any ERISA Affiliate or to which any Group Member or any ERISA Affiliate thereof makes or is obligated to make, or within the past six years made or was obligated to make, contributions and (y) that is subject to Section 412 of the Code, Section 302 of ERISA or Title IV of ERISA.

"***Perfection Certificate***": the Perfection Certificate to be executed and delivered by the Borrower pursuant to Section 5.1, substantially in the form of Exhibit I, together with supplements and updates to such Perfection Certificate pursuant to Section 6.2(a).

"***Person***": any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"***PIK Interest Rate***": 16.00% *per annum*.

"***Plan***": (a) an employee benefit plan (as defined in Section 3(3) of ERISA) other than a Multiemployer Plan which is maintained or sponsored by any Group Member or any Subsidiary thereof or to which any Group Member or any Subsidiary thereof makes, or is obligated to make contributions, (b) a Pension Plan, or (c) a Qualified Plan.

"***Pledge Supplement***": is defined in the Guarantee and Collateral Agreement.

"***Prepayment Date***": is defined in Section 2.6(f).

"***Prepayment Premium***": an amount equal to 6.0% of the Called Principal of the Loans being repaid or prepaid. For the avoidance of doubt, such amount shall be payable whether before or after an Event of Default or acceleration of the Loans.

"***Projections***": is defined in Section 6.2(b).

"***Properties***": is defined in Section 4.17(a).

"***Qualified Cash***": at any time of determination, the aggregate balance sheet amount of unrestricted cash and Cash Equivalents included in the consolidated balance sheet of Borrower and its Subsidiaries as of such time that (i) is free and clear of all Liens other than Liens permitted hereunder, (ii) may be applied to payment of the Obligations without violating any law, contract, or other agreement and (iii) subject to the time periods set forth in Schedule 5.2, is in deposit or securities accounts subject to a perfected lien in favor of the Lender.

"***Qualified Plan***": an employee benefit plan (as defined in Section 3(3) of ERISA) other than a Multiemployer Plan (a) that is maintained or sponsored by any Group Member or to which any Group Member makes or is obligated to make contributions and (b) that is intended to be tax-qualified under Section 401(a) of the Code.

"***Quick Assets***": at any time of determination, the *sum* of (x) Qualified Cash *plus* (y) the aggregate value of Borrower's net billed accounts receivable, determined according to GAAP, and including other non-trade receivables.

"***Recovery Event***": any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of the Borrower or any Subsidiary thereof that yields Net Cash Proceeds to the Borrower or any Subsidiary thereof.

"***Registered IP***": is defined in the Guarantee and Collateral Agreement.

"***Regulation T***": Regulation T of the Federal Reserve Board as in effect from time to time.

"***Regulation U***": Regulation U of the Federal Reserve Board as in effect from time to time.

"***Regulation X***": Regulation X of the Federal Reserve Board as in effect from time to time.

"***Related Parties***": with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

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

"***Remaining Scheduled Payments***": with respect to the Called Principal of the Loans, all payments of interest (including both the cash and PIK portions thereof) in respect of such Called Principal that would be due after the repayment or prepayment date through the Maturity Date with respect to such Called Principal if no payment of such Called Principal were made.

"***Reportable Compliance Event***": any Loan Party or its Subsidiaries, or any of their respective officers or directors, (a) becomes a Designated Person; (b) is charged by indictment, criminal complaint or similar charging instrument under Anti-Terrorism Laws, Anti-Corruption Laws, Export/Import Controls, or Sanctions; or (c) receives a subpoena or other notification from a Governmental Authority pursuant to the laws, rules and regulations relating to information technology and communication supply chain (including U.S. Executive Order 13873 and 15 C.F.R. Part 7).

"***Requirement of Law***": as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case, binding upon such Person or any of its property or to which such Person or any of its property is subject.

"***Responsible Officer***": the chief executive officer, president, vice president, chief financial officer, treasurer, controller, comptroller, secretary or any other officer or similar authorized person of the Borrower with responsibility for the administration of the obligations in respect of this Agreement and the other Loan Documents, but in any event, with respect to financial matters, the chief financial officer, treasurer, controller or comptroller of the Borrower.

"***Restricted Payments***": is defined in Section 7.5.

"***S&P***": Standard & Poor's Ratings Services.

"***Sale Leaseback Transaction***": any arrangement with any Person or Persons, whereby in contemporaneous or substantially contemporaneous transactions a Group Member sells substantially all of its right, title and interest in any property and, in connection therewith, acquires, leases or licenses back the right to use any portion of such property.

"***Sanction(s)***": any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the United States Government (including those administered by OFAC and the U.S. Department of State and the U.S. Department of Commerce), (b) the United Nations Security Council, (c) the European Union, (d) the United Kingdom (including His Majesty's Treasury), or (e) Canada.

"***SEC***": the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

"***Section 6.1 Reporting Deadline***": is defined in Section 6.1.

"***Securities Account***": any "securities account" as defined in the UCC (or any other applicable law) with such additions to such term as may hereafter be made.

"***Security Documents***": the collective reference to (a) the Guarantee and Collateral Agreement, (b) the Mortgages, (c) each Intellectual Property Security Agreement, (d) each Control Agreement, (e) all other security documents hereafter delivered to the Lender granting a Lien on any property of any Person to secure the Obligations of any Loan Party arising under any Loan Document, (f) each Pledge Supplement (as defined in the Guarantee and Collateral Agreement), (g) each Assumption Agreement (as defined in the Guarantee and Collateral Agreement), (h) [reserved] and (i) all financing statements, fixture filings, Patent, Trademark and Copyright filings, assignments, acknowledgments and other filings, documents and agreements made or delivered pursuant to any of the foregoing.

"***Solvency Certificate***": the Solvency Certificate, dated the Closing Date, delivered to the Lender pursuant to Section 5.1, which Solvency Certificate shall be in substantially the form of Exhibit D.

"***Solvent***": when used with respect to any Person, as of any date of determination, (a) the amount of the fair value of the assets of such Person will, as of such date, exceed the amount of all liabilities of such Person, contingent or otherwise, as of such date, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the probable liability of such Person on its debts as such debts become absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business, and (d) such Person will be able to pay its debts as they mature.

"***Specified Party***": is defined in the Guarantee and Collateral Agreement.

"***Subordinated Indebtedness***": unsecured Indebtedness of a Loan Party that is expressly subordinated to the Obligations pursuant to terms (including payment and remedies subordination terms, as applicable) reasonably acceptable to the Lender; provided that, such Indebtedness (i) will have a final stated maturity that is at least ninety (90) days after the Maturity Date, (ii) contain no financial maintenance covenants, (iii) shall have covenants and events of default that are no less favorable, taken as a whole, to the applicable Loan Parties than those contained in this Agreement, and (iv) shall not require any payments of principal or other obligations (other than interest) in cash prior to its final stated maturity date.

"***Subsidiary***": as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "***Subsidiary***" or to "***Subsidiaries***" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"***Swap Contract***": (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, (b) a "swap agreement" as that term is defined in Section 101(53B)(A) of the Bankruptcy Code, and (c) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "***Master Agreement***"), including any such obligations or liabilities under any Master Agreement.

"***Swap Termination Value***": in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts 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 Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts.

"***Synthetic Lease Obligation***": the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease or (b) an agreement for the use of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

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

"***Term Commitment***": the commitment of the Lender to make a Term Loan on the Closing Date in a principal amount equal to $79,472,175.22.

"***Term Loans***": the term loans made by the Lender to the Borrower pursuant to Section 2.1(a).

"***Term Loan Note***": a promissory note in the form of Exhibit H, as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"***Total Net Leverage Ratio***": for any period, the ratio of (x) Consolidated Net Debt as of the last day of such period to (y) Consolidated EBITDA for such period.

"***Trademarks***": is defined in the Guarantee and Collateral Agreement.

"***Unadjusted Benchmark Replacement***": the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

"***Uniform Commercial Code***" or "***UCC***": the Uniform Commercial Code (or any similar or equivalent legislation) as in effect from time to time in the State of New York, or as the context may require, any other applicable jurisdiction.

"***United States***" and "***U.S.***": the United States of America.

"***Upfront Fee***": is defined in Section 2.4.

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

"***U.S. Tax Compliance Certificate***": as defined in Section 2.13(f).

"***USCRO***": the U.S. Copyright Office.

"***USPTO***": the U.S. Patent and Trademark Office.

"***Withholding Agent***": as applicable, any of any applicable Loan Party and the Lender, as the context may require.

1.2 Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto or thereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto or thereto, (i) accounting terms relating to the Borrower or any Subsidiary thereof not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP, (ii) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," (iii) the word "incur" shall be construed to mean incur, create, issue, assume, become liable in respect of or suffer to exist (and the words "incurred" and "incurrence" shall have correlative meanings), (iv) 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, Capital Stock, securities, revenues, accounts, leasehold interests and contract rights, (v) references to a given time of day shall, unless otherwise specified, be deemed to refer to Eastern time, and (vi) references to agreements (including this Agreement) shall, unless otherwise specified, be deemed to refer to such agreements as amended, supplemented, restated, amended and restated or otherwise modified from time to time.

(c) The words "***hereof***," "***herein***" and "***hereunder***" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any reference herein to any Person shall be construed to include such Person's successors and assigns, (ii) all references herein to Sections, Exhibits and Schedules shall be construed to refer to Sections of, and Exhibits and Schedules to, this Agreement, (iii) 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.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

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

SECTION 2
AMOUNT AND TERMS OF TERM COMMITMENTS

2.1 Term Commitments.

(a) Term Loans. Subject to the terms and conditions hereof, the Lender agrees to make a Term Loan to the Borrower on the Closing Date in a principal amount equal to its Term Commitment. Once repaid, whether such payment is voluntary or required, the Term Loans may not be reborrowed.

(b) Notwithstanding anything to the contrary contained herein (and without affecting any other provisions hereof), the Borrower and the Lender hereby agree that the Upfront Fee may, in the Lender's sole discretion, instead be effected in the form of original issue discount (and the Borrower agrees to treat such fees consistently as such for all tax purposes) with respect to the Term Loans such that on the Closing Date, the Lender may elect to fund the Term Loans to the Borrower in an amount equal to the principal amount of such Term Loans net of any such upfront fees due and payable on the Closing Date (it being understood and agreed that the Borrower shall be obligated to repay 100% of the principal amount of the Term Loans as provided hereunder and all calculations of interest and any fees calculated by reference to the principal amount thereof will be made on the basis of the full stated amount thereof).

2.2 Procedure for Term Loan Borrowing. The Borrower shall give the Lender an irrevocable Notice of Borrowing (which must be received in writing by the Lender prior to 12:00 P.M., New York City time, on the third (3rd) Business Day prior to the Closing Date (or such shorter period as approved by the Lender)), requesting that the Lender make the Term Loans on the Closing Date and specifying (i) the amount to be borrowed and (ii) the wire instructions where funds should be sent. Upon receipt of such Notice of Borrowing, the Lender shall wire transfer to the Borrower such amounts in immediately available funds to the account specified by the Borrower in accordance with the instructions provided by the Borrower.

2.3 Repayment of Term Loans. The Term Loans shall be repaid on the Maturity Date in an amount equal to the aggregate principal amount of all Term Loans outstanding on such date, together with all accrued and unpaid interest thereon and any outstanding fees, in each case, payable in accordance with the Loan Documents.

2.4 Fees. The Borrower agrees to pay to the Lender an upfront fee (the "***Upfront Fee***") in an amount equal to (x) 16.67% *multiplied by* (y) the aggregate principal amount of the Lender's Term Commitment. The Upfront Fee shall be fully earned, due and payable on the Closing Date and shall be nonrefundable. The Borrower agrees to pay the Prepayment Premium and the Make- Whole Amount in accordance with the terms of this Agreement.

2.5 Optional Prepayments.

(a) Subject to the payment of the Make-Whole Amount, the Borrower may, at any time on or after first anniversary of the Closing Date, prepay the Loans, in part, upon irrevocable written notice delivered to the Lender no later than 12:00 p.m., New York City time, three (3) Business Days prior thereto, which notice shall specify the date and amount of the proposed prepayment and the amount of the Make-Whole Amount that is due and payable; provided that, notwithstanding anything to the contrary herein or in any other Loan Document, (x) so long as any amount of the 2027 Convertible Notes remain outstanding, at least $6,000,000 aggregate principal amount of Loans must remain outstanding after all such optional prepayments and, for the avoidance of doubt, the Lender may decline any attempted optional prepayment to the extent that it would result in a lesser outstanding principal amount of Loans if such prepayment was given effect and (y) if such notice of prepayment indicates that such prepayment is to be funded with the proceeds of a refinancing or disposition, such notice of prepayment may be revoked if the financing or disposition is not consummated. If any such written notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid, unless such notice is revoked pursuant to the second proviso in the first sentence of this Section 2.5(a). Partial prepayments of the Loans shall be in an aggregate principal amount of $250,000 or a whole multiple thereof. Notwithstanding the foregoing and for the avoidance of doubt, the Borrower may not voluntarily prepay the Loans pursuant to this Section 2.5(a) prior to first anniversary of the Closing Date.

(b) Subject to the payment of the Prepayment Premium, the Borrower may, during the period starting on the date that is 96 days after the Closing Date and ending ten (10) Business Days thereafter, prepay the Loans, in whole (but not in part), upon irrevocable written notice delivered to the Lender no later than 12:00 p.m., New York City time, three (3) Business Days prior thereto, which notice shall specify the date and amount of the proposed prepayment and the amount of the Prepayment Premium that is due and payable; provided that such prepayment in whole may be made only if the 2027 Convertible Notes are concurrently redeemed in whole (but not in part) in accordance with their terms, including that no such redemption may be consummated without first making an offer to the Lender or its Affiliates to provide funding for such redemption); provided, further, that if such notice of prepayment indicates that such prepayment is to be funded with the proceeds of a refinancing or disposition, such notice of prepayment may be revoked if the financing or disposition is not consummated. If any such written notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest to such date on the amount prepaid, unless such notice is revoked pursuant to the second proviso in the first sentence of this Section 2.5(b). Notwithstanding the foregoing and for the avoidance of doubt, the Borrower may voluntarily prepay the Loans in whole pursuant to this Section 2.5(b) only during the period starting on the date that is 96 days after the Closing Date and ending within ten (10) Business Days thereafter. No such prepayment or refinancing may be consummated without first making an offer to Lender to provide funding for such prepayment or refinancing.

Notwithstanding anything to the contrary herein or in any other Loan Document, any portion of any attempted voluntary prepayment that would result in the aggregate principal amount of Loans remaining outstanding hereunder to be less than $6,000,000 shall be cancelled and treated as null and void *ab initio*.

2.6 Mandatory Prepayments.

(a) Subject to the payment of the Make-Whole Amount, if on any date the Borrower or any Subsidiary thereof shall receive any cash proceeds from any Extraordinary Receipts in an amount equal to or exceeding $250,000 in the aggregate since the Closing Date, the Borrower and its Subsidiaries shall, at the option of the Lender in accordance with Section 2.6(f), prepay the Loans within five (5) Business Days of such receipt in an amount equal to one hundred percent (100%) of the cash proceeds of such Extraordinary Receipt, in each case, to be applied as set forth in Section 2.6(f).

(b) Subject to the payment of the Make-Whole Amount, if (i) any Indebtedness shall be incurred by the Borrower or any Subsidiary thereof (excluding any Indebtedness incurred in accordance with Section 7.1) or (ii) the Borrower or any Subsidiary shall receive any Net Cash Proceeds from the sale, issuance or exercise after the Closing Date by any Loan Party or any of its Subsidiaries of any Capital Stock or any capital contribution by any Person (other than a Loan Party or Subsidiary) to any such Loan Party or Subsidiary, in each case under clause (b)(i) and (b)(ii), at the option of the Lender in accordance with Section 2.6(f), an amount equal to 100% of the Net Cash Proceeds thereof shall be applied on the date of incurrence or receipt toward the prepayment of the Loans as set forth in Section 2.6(f).

(c) Subject to the payment of the Make-Whole Amount, if on any date the Borrower or any Subsidiary thereof shall receive Net Cash Proceeds in an amount equal to or exceeding (i) $2,500,000 in any single transaction or series of related transactions or (ii) $5,000,000 in the aggregate for all transactions during the term of this Agreement from any Asset Sale (excluding an Asset Sale constituting the issuance of Capital Stock issued by the Borrower, which will be governed by clause (b) above) or Recovery Event then, the Borrower or such Subsidiary shall, at the option of the Lender in accordance with Section 2.6(f), prepay, or cause to be prepaid, the Loans, on or prior to the date which is five (5) Business Days after the date of the realization or receipt by the Borrower or such Subsidiary of such Net Cash Proceeds, in an amount equal to one hundred percent (100%) of such Net Cash Proceeds, in each case, to be applied as set forth in Section 2.6(f).

(d) Subject to the payment of the Make-Whole Amount, in the event that a Change of Control shall occur, the Borrower or such Subsidiary shall, at the option of the Lender in accordance with Section 2.6(f), prepay, or cause to be prepaid, all of the outstanding Loans, on or prior to the date which is two (2) Business Days after the date of such Change of Control.

(e) Notwithstanding any provision of this Agreement to the contrary, in connection with, (i) any voluntary prepayment of Term Loans pursuant to Section 2.5, (ii) any mandatory prepayment of Term Loans pursuant to Section 2.6 or (iii) any payment of Term Loans after the occurrence and during the continuance of an Event of Default or after acceleration of the Obligations, in each case, the Borrower shall pay to the Lender the Prepayment Premium or the Make-Whole Amount, as the case may be, plus accrued and unpaid interest on the principal amount of the Term Loans being prepaid to the date of such prepayment.

(f) Amounts to be applied in connection with prepayments made pursuant to this Section 2.6 not constituting Declined Proceeds shall be applied to the Loans in accordance with Section 2.11(a). Each prepayment of the Loans under this Section 2.6 shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid. The Borrower shall deliver to the Lender by 12:00 P.M., New York City time, not less than three (3) Business Days prior to the date such prepayment shall be made (each, a "***Prepayment Date***") (i) a written notice of each prepayment of the Loans in whole or in part pursuant to this Section 2.6, which such notice shall set forth (1) the Prepayment Date, (2) the aggregate amount of such prepayment and (3) the applicable clause under this Section 2.6 that such prepayment relates to, and (ii) a certificate signed by a Responsible Officer setting forth in reasonable detail the calculation of the amount of such prepayment or reduction. The Lender may decline to accept all (or any portion) of any prepayment under this Section 2.6 (any such declined amounts, "***Declined Proceeds***") by providing written notice to the Borrower that the Lender has declined any prepayment under this Section 2.6 and the amount of the Declined Proceeds. Any Declined Proceeds shall, at the option of the Lender, either (i) be retained by the Borrower in a segregated account subject to a Control Agreement until used to acquire, maintain, develop, construct, improve, upgrade or repair assets useful in the business of the Borrower or the other Loan Parties or (ii) be used by the Borrower to redeem 2027 Convertible Notes pursuant to Section 4.03 of the 2027 Convertible Notes Indenture (subject to the terms thereof). For the avoidance of doubt, no Prepayment Premium or Make-Whole Amount shall be payable in the event the Lender has declined any prepayment under this Section 2.6 solely in connection with such declined prepayment.

2.7 [Reserved].

2.8 Interest Rates and Payment Dates.

(a) Each Loan shall bear interest for each day during each Interest Period with respect thereto at a rate *per annum* equal to the Interest Rate.

(b) [Reserved].

(c) During the continuance of an Event of Default, all outstanding Loans shall bear interest at a rate *per annum* equal to the rate that would otherwise be applicable thereto pursuant to the foregoing provision of this Section 2.8 plus 6.00% and all other overdue amounts shall bear interest at a rate per annum equal to the rate that would apply to the Loans plus 6.00% (the "***Default Rate***").

(d) In computing interest on the Loan, (I)(i) the date of the making of such Loan, (ii) the first day of an Interest Period applicable to such Loan, or (iii) the last Interest Payment Date with respect to such Loan, as the case may be, shall be included and (II)(i) the date of payment of such Loan (other than on the last Interest Payment Date thereof) or (ii) the expiration date of an Interest Period applicable to such Loan (other than on the last Interest Payment Date thereof), as the case may be, shall be excluded. Interest shall be payable in arrears on each Interest Payment Date; provided that (i) the portion of interest accruing at the Cash Interest Rate shall be payable in cash and (ii) the portion of interest accruing at the PIK Interest Rate shall be payable in kind by automatically adding the amount thereof to the outstanding principal amount of the Loan; provided, further, that interest accruing pursuant to Section 2.8(c) shall be payable in cash from time to time upon written demand.

(e) Interest on each Loan shall be due and payable in arrears (or compounded, as applicable) on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law. Interest at the Default Rate shall be payable in cash on written demand.

2.9 Computation of Interest and Fees.

(a) All interest and fees shall be computed on the basis of the actual number of days (including the first day but excluding the last day) occurring during the period for which such interest or fee is payable over a year comprised of three hundred and sixty (360) days.

(b) Each determination of an interest rate by the Lender pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower in the absence of manifest error.

2.10 [Reserved].

2.11 Pro Rata Treatment and Payments.

(a) Any prepayment of Loans shall be applied to the then outstanding Loans. Amounts prepaid on account of the Loans may not be reborrowed.

(b) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff and shall be made prior to 2:00 P.M., New York City time, on the due date thereof to the Lender at the Funding Office, in Dollars and in immediately available funds. Any payment received by the Lender after 2:00 P.M., New York City time, may, in the Lender's discretion be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment on a Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding sentence, interest thereon shall be payable at the then applicable rate during such extension.

(c) Nothing herein shall be deemed to obligate the Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by the Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(d) If at any time insufficient funds are received by and available to the Lender to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees, then due hereunder, and (ii) second, toward payment of principal then due hereunder.

2.12 Requirements of Law.

(a) [Reserved].

(b) Requirements of Law. If the adoption of or any change in any Requirement of Law or in the administration, interpretation, implementation or application thereof by any Governmental Authority, or the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority, in each case, made subsequent to the date hereof:

(i) shall subject the Lender 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, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

(ii) shall 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, the Lender; or

(iii) impose on the Lender any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by the Lender;

and the result of any of the foregoing shall be to increase the cost to the Lender of making or maintaining Loans or of maintaining its obligation to make such Loans, or to increase the cost to the Lender, or to reduce the amount of any sum receivable or received by the Lender hereunder in respect thereof (whether of principal, interest or any other amount), then, in any such case, upon the request of the Lender, the Borrower will promptly pay the Lender any additional amount or amounts necessary to compensate the Lender, as the case may be, for such additional costs incurred or reduction suffered. If the Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it may promptly notify the Borrower of the event by reason of which it has become so entitled.

(c) If the Lender determines that any change in any Requirement of Law occurring after the date hereof affecting the Lender or any lending office of the Lender or the Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on the Lender's capital or on the capital of the Lender's holding company, if any, as a consequence of this Agreement, the Term Commitments of the Lender or the Loans made by the Lender to a level below that which the Lender or the Lender's holding company could have achieved but for such change in such Requirement of Law (taking into consideration the Lender's policies and the policies of the Lender's holding company with respect to capital adequacy), then from time to time the Borrower will pay to the Lender such additional amount or amounts as will compensate the Lender or the Lender's holding company for any such reduction suffered.

(d) For purposes of this Agreement, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case, pursuant to Basel III, shall, in each case, be deemed to be a change in any Requirement of Law, regardless of the date enacted, adopted or issued.

(e) A certificate as to any additional amounts payable pursuant to paragraphs (a), (b), or (c) of this Section submitted by the Lender to the Borrower shall be conclusive absent manifest error. The Borrower shall pay the Lender the amount shown as due on any such certificate within ten (10) Business Days after receipt thereof. Failure or delay on the part of the Lender to demand compensation pursuant to this Section shall not constitute a waiver of the Lender's right to demand such compensation. The obligations of the Borrower arising pursuant to this Section 2.12 shall survive the Discharge of Obligations.

2.13 Taxes.

For purposes of this Section 2.13, the term "applicable law" includes FATCA.

(a) 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 made without deduction or withholding for any Taxes, except as required by applicable law, and the Borrower shall, and shall cause each other Loan Party, to comply with the requirements set forth in this Section 2.13. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the 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 2.13) the Lender receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes. The Borrower shall, and the Borrower shall cause each other Loan Party to, timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Lender timely reimburse it for the payment of, any Other Taxes applicable to such Loan Party.

(c) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.13, the Borrower shall, or shall cause such other Loan Party to, deliver to the Lender the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Lender.

(d) Indemnification by Loan Parties. Without duplication of Section 2.13(a) or Section 2.13(b), the Borrower shall, and shall cause each other Loan Party to, jointly and severally indemnify the Lender, within ten (10) Business Days after written 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 2.13) payable or paid by the Lender or required to be withheld or deducted from a payment to the Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by the Lender shall be conclusive absent manifest error.

(e) [Reserved].

(f) Status of the Lender.

(i) To the extent the Lender is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document, the Lender shall deliver to the Borrower, at the time or times reasonably requested by the Borrower, such properly completed and executed documentation reasonably requested by the Borrower as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, the Lender, if reasonably requested by the Borrower, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower as will enable the Borrower to determine whether or not the Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 2.13(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if, in the Lender's reasonable judgment, such completion, execution or submission would subject the Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of the Lender.

(ii) Without limiting the generality of the foregoing,

(A) if the Lender is a U.S. Person, it shall deliver to the Borrower on or prior to the Closing Date (and from time to time thereafter upon the reasonable request of the Borrower), executed copies of IRS Form W-9 certifying that the Lender is exempt from U.S. federal backup withholding tax;

(B) if the Lender is a Foreign Lender, it shall, to the extent it is legally entitled to do so, deliver to the Borrower on or prior to the Closing Date (and from time to time thereafter upon the reasonable request of the Borrower), whichever of the following is applicable:

(a) 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 copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable (or any successor form) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable (or any successor form) 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;

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

(c) 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 F-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code (a "***U.S. Tax Compliance Certificate***") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable (or any successor form); or

(d) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W- 8BEN or IRS Form W-8BEN-E, as applicable (or any successor form), a U.S. Tax Compliance Certificate substantially in the form of Exhibit F-2 or Exhibit F-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the 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 F-4 on behalf of each such direct and indirect partner;

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

(D) if a payment made to the Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if the 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), the Lender shall deliver to the Borrower at the time or times prescribed by law and at such time or times reasonably requested by the Borrower 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 as may be necessary for the Borrower to comply with their obligations under FATCA and to determine that the Lender has complied with the Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) The 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 in writing of its legal inability to do so.

(g) 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 2.13 (including by the payment of additional amounts pursuant to this Section 2.13), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.13(g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.13(g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.13(g) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Survival. Each party's obligations under this Section 2.13 shall survive the Discharge of Obligations.

2.14 [Reserved].

2.15 [Reserved].

2.16 [Reserved].

2.17 Notes. If so requested by the Lender by written notice to the Borrower, the Borrower shall execute and deliver to the Lender (promptly after the Borrower's receipt of such notice) a Term Loan Note to evidence the Lender's Loans.

SECTION 3
[RESERVED]

SECTION 4
REPRESENTATIONS AND WARRANTIES

To induce the Lender to enter into this Agreement and to make the Loans, the Borrower hereby represents and warrants to the Lender that:

4.1 [Reserved].

4.2 [Reserved]

4.3 Existence; Compliance with Law. Each Group Member (a) is duly organized, validly existing and in good standing (to the extent such concept exists in such jurisdiction) under the laws of the jurisdiction of its organization, formation, incorporation, amalgamation or continuation, (b) has the power and authority, and the legal right, to own and operate its material property, to lease the material property it operates as lessee and to conduct the material business in which it is currently engaged, (c) is duly qualified as a foreign corporation or other organization and in good standing under the laws of each jurisdiction in which the nature of the business conducted by it or the nature of the properties owned or leased by it requires such qualification or good standing, except where the failure to be so qualified or in good standing could not reasonably be expected to have a Material Adverse Effect and (d) is in material compliance with all Requirements of Law except in such instances in which (i) such Requirement of Law is being contested in good faith by appropriate proceedings diligently conducted and the prosecution of such contest could not reasonably be expected to result in a Material Adverse Effect, or (ii) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

4.4 Power, Authorization; Enforceable Obligations. Each Loan Party has the power and authority, and the legal right, to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to obtain extensions of credit hereunder. Each Loan Party has taken all necessary organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrower, to authorize the extensions of credit on the terms and conditions of this Agreement. No Governmental Approval or consent or authorization of, filing with, notice to or other act by or in respect of, any other Person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents, except (i) Governmental Approvals, consents, authorizations, filings and notices described on Schedule 4.4, which Governmental Approvals, consents, authorizations, filings and notices have been obtained or made and are in full force and effect, (ii) the filings referred to in Section 4.19 and (iii) Governmental Approvals, consents, authorizations, filings and notices, the failure of which to obtain, make or give would not reasonably be expected to result in a Material Adverse Effect. Each Loan Document, when delivered hereunder, will have been, duly executed and delivered on behalf of each Loan Party party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

4.5 No Legal Bar. The execution, delivery and performance of this Agreement and the other Loan Documents, the borrowings hereunder and the use of the proceeds thereof will not violate (i) any Requirement of Law (except as set forth on Schedule 4.5), (ii) any organizational documents, shareholder agreements, voting agreements or similar agreements of any Loan Party, or (iii) any Material Contract of any Loan Party and will not result in, or require, the creation or

imposition of any Lien on any of their respective properties or revenues pursuant to any Requirement of Law or any Material Contract (other than Liens permitted by Section 7.2). No Loan Party has violated or failed to comply with any Material Contract applicable to the Borrower or any of its Subsidiaries that could reasonably be expected to have a Material Adverse Effect. The absence of obtaining the Governmental Approvals described on Schedule 4.4 and the violations of Requirements of Law referenced on Schedule 4.5 could not reasonably be expected to have a Material Adverse Effect.

4.6 Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by or against any Group Member or against any of their respective properties or assets that (a) purport to affect or pertain to any of the Loan Documents or any of the transactions contemplated thereby, or (b) could reasonably be expected to have a Material Adverse Effect.

4.7 No Default. No Default or Event of Default has occurred and is continuing, or would, result from the making of a requested credit extension hereunder.

4.8 Ownership of Property; Liens; Investments. Each Loan Party has marketable title in fee simple to, or a valid leasehold interest in, all of its real property, and good title to, or a valid leasehold interest in, all of its other property, and none of such fee owned property is subject to any Lien except as permitted by Section 7.2. No Loan Party owns any Investment except as permitted by Section 7.6. The Perfection Certificate sets forth a complete and accurate list of all real property owned by each Loan Party as of the Closing Date, if any.

4.9 [Reserved].

4.10 Taxes. Each Loan Party has filed or caused to be filed (i) all federal, provincial, state and other tax returns that are required to be filed (taking into account all applicable extension periods) and (ii) has paid all federal, state and other taxes, fees or other charges imposed on it or any of its property, income or assets otherwise due and payable, except (x) Taxes that are being contested in good faith by appropriate proceedings diligently conducted and with respect to which reserves in conformity with GAAP have been provided on the books of the relevant Loan Party and (y) to the extent the failure to do so would not reasonably be expected to have a Material Adverse Effect.

4.11 Federal Regulations. The Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of "buying" or "carrying" "margin stock" (within the respective meanings of each of the quoted terms under Regulation U) or extending credit for the purpose of purchasing or carrying margin stock in violation of Regulations T, U or X. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used for buying or carrying any such margin stock or for extending credit to others for the purpose of purchasing or carrying margin stock in violation of Regulations T, U or X. If any margin stock directly or indirectly constitutes Collateral securing the Obligations, the Borrower will furnish to the Lender a statement to the foregoing effect in conformity with the requirements of FR Form G- 3 or FR Form U-1, as applicable, referred to in Regulation U.

4.12 Labor Matters. Except as, in the aggregate, could not reasonably be expected to have a Material Adverse Effect: (a) no Group Member is a party to or subject to (or in the process of negotiating) any collective bargaining agreements, works council agreements, labor union contracts, trade union agreements, and other similar agreements with any labor union, works council, or labor organization; (b) during the past three (3) years, no labor union or group of employees of any Group Member made a demand to any Group Member for recognition or certification of labor union, or filed a petition for recognition with any Governmental Authority or, to the knowledge of any Group Member, has sought to organize any employees for purposes of collective bargaining; (c) during the past three (3) years there have been no actual or, to the knowledge of any Group Member, threatened labor strikes, lockouts, slowdowns, work stoppages, boycotts, handbilling, picketing, walkouts, leafleting, sit-ins, sick-outs, or other similar forms of organized labor disruption by a labor union or group of employees of any Group Member with respect to any Group Member; (d) each Group Member is in compliance with all applicable laws relating to labor and employment, including but not limited to all laws relating to employment practices; the hiring, promotion, assignment, and termination of employees; discrimination; equal employment opportunities; labor relations; wages and hours; immigration; workers' compensation; privacy; accessibility; employee benefits; background and credit checks; occupational safety and health; family and medical leave; and (e) as of the date hereof, there are no pending or, to the knowledge of any Group Member, threatened proceedings, investigations, claims, actions or grievances against any Group Member brought by or on behalf of any applicant for employment, any current or former employee, consultant, independent contractor, or leased employee, volunteer, or "temp" of any Group Member, or any group or class of the foregoing, or any Governmental Authority, relating to or arising from such individual, group, or class's employment or relationship with any Group Member.

4.13 Employee Benefit Plans. Except as, individually or in the aggregate, could not reasonably be expected to have or result in a Material Adverse Effect: (a) Each Group Member and each ERISA Affiliate are in compliance in all respects with all applicable provisions and requirements of ERISA, the Code and all other applicable laws with respect to each Plan, and have performed all their obligations under each Plan; (b) no ERISA Event or Foreign Plan Event has occurred or is reasonably expected to occur; (c) each Group Member and each ERISA Affiliate have met all applicable requirements under the ERISA Funding Rules with respect to each Pension Plan, and no waiver of the minimum funding standards under the ERISA Funding Rules has been applied for or obtained; and (d) all liabilities under each Plan are funded to at least the minimum level required by law or, if higher, to the level required by the terms governing the Plans. No Loan Party is or will be (i) a "benefit plan investor" within the meaning of Section 3(42) of ERISA, (ii) an entity whose assets are deemed to include "plan assets" under Section 3(42) of ERISA or under any similar law or (iii) a "governmental plan" within the meaning of Section 3(32) of ERISA; and assuming the Lender is not using assets that are deemed to include "plan assets" under Section 3(42) of ERISA or under any similar law for purposes of making the Term Loans neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder will result in a "prohibited transaction" under Section 406 of ERISA or Section 4975 of the Code.

4.14 Investment Company Act; Other Regulations. No Loan Party is required to register as an investment company under the Investment Company Act of 1940, as amended. No Loan Party is subject to regulation under any applicable federal or state Requirement of Law that limits its ability to incur Indebtedness under this Agreement or which may otherwise render all or any portion of the Obligations unenforceable.

4.15 Subsidiaries. Except as disclosed to the Lender by the Borrower in writing from time to time after the Closing Date, (a) Schedule 4.15(a) sets forth the name and jurisdiction of organization of each Subsidiary of the Borrower and, as to each such Subsidiary, the percentage of each class of Capital Stock owned by any Loan Party, and (b) other than as set forth on Schedule 4.15(b), there are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments (other than stock options granted to employees or directors and directors' qualifying shares) of any nature relating to any Capital Stock of the Borrower or any Subsidiary, except as may be created by the Loan Documents.

4.16 Use of Proceeds. The proceeds of the Loans shall be used (a) to refinance the obligations outstanding under the Existing Credit Facility and the 2025 Convertible Notes, (b) to pay fees and expenses in connection with the transactions contemplated hereby and (c) for working capital and other general corporate purposes of the Loan Parties to the extent permitted under this Agreement.

4.17 Environmental Matters. Except as disclosed on Schedule 4.17 or as, in the aggregate, could not reasonably be expected to have a material and adverse effect on the business of the Borrower and its Subsidiaries:

(a) the facilities and properties owned by any Loan Party or, to the Borrower's knowledge, leased or operated by any Loan Party (collectively, the "***Properties***") do not contain any Materials of Environmental Concern in amounts or concentrations or under circumstances that constitute or have constituted a violation of, or could reasonably be expected to give rise to liability, under any Environmental Law;

(b) no Loan Party has received any notice of violation, alleged violation, non- compliance, liability or potential liability, in each case, pending and in writing, regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the business operated by any Loan Party (the "***Business***"), nor does the Borrower have knowledge or reason to believe that any such notice will be received or is being threatened;

(c) no Loan Party has released, disposed of, or arranged for or permitted the disposal of Materials of Environmental Concern in violation of, or in a manner that could reasonably be expected to give rise to liability under, any Environmental Law;

(d) no judicial proceeding or governmental or administrative action is pending or, to the Borrower's knowledge, threatened, under any Environmental Law to which any Loan Party is or could reasonably be expected to be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders outstanding under any Environmental Law against any Loan Party with respect to the Properties or the Business;

(e) the operations of the Loan Parties at the Properties are in compliance, and have in the last five (5) years been in compliance, with all applicable Environmental Laws, and except as set forth on Schedule 4.17, to the Borrower's knowledge, there is no contamination for which Environmental Law requires investigation or remediation at, under or about the Properties; and

(f) no Loan Party has assumed by contract any liability of any other Person under Environmental Laws.

4.18 Accuracy of Information, etc. No (i) written statement or information (other than projections and pro forma financial information and information of a general economic or industry nature) contained in this Agreement or any other Loan Document, or (ii) any other document, certificate or written statement furnished by or on behalf of any Loan Party to the Lender or its designees for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, contained as of the date of such statement, information, document or certificate was so furnished, taken as a whole, any misstatement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading as of the date so furnished in any material respect (giving effect to all supplements and updates thereto). The projections and *pro forma* financial information contained in the materials referenced above are based upon good faith estimates and assumptions believed by management of the Borrower to be reasonable at the time made, it being recognized by the Lender that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period or periods covered by such financial information may differ from the projected results set forth therein by a material amount. There is no fact known to any Loan Party that could reasonably be expected to have a Material Adverse Effect that has not been expressly disclosed herein, in the other Loan Documents or in any other documents, certificates and statements furnished to the Lender or its designee for use in connection with the transactions contemplated hereby and by the other Loan Documents.

4.19 Security Documents. Subject to the time periods set forth in Schedule 5.2, the Guarantee and Collateral Agreement is effective to create in favor of the Lender a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles (whether enforcement is sought by proceedings in equity or at law). In the case of the Pledged Stock described in the Guarantee and Collateral Agreement that are securities represented by stock certificates or otherwise constituting certificated securities within the meaning of Section 8-102(a)(15) of the UCC or the corresponding code or statute of any other applicable jurisdiction ("***Certificated Securities***"), when certificates representing such Pledged Stock are delivered to the Lender, and in the case of the other Collateral constituting personal property described in the Guarantee and Collateral Agreement, when financing statements and other filings specified on Schedule 4.19 in appropriate form are filed in the offices specified on Schedule 4.19, the Lender shall have a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in such Collateral and the proceeds thereof, as security for the Obligations, in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC or upon the receipt and recording of an Intellectual Property Security Agreement with the USCRO or the USPTO, as applicable, in each case, prior and superior in right to any other Person (except, in the case of Collateral other than Pledged Stock, Liens permitted by Section 7.2 or in the case of Collateral that is Pledged

Stock, Liens permitted by Section 7.2 which arise by operation of law). Each of the Mortgages delivered after the Closing Date will be, upon execution, effective to create in favor of the Lender a legal, valid and enforceable Lien on the Mortgaged Properties described therein and proceeds thereof, and when the Mortgages are filed in the offices for the applicable jurisdictions in which the Mortgaged Properties are located, each such Mortgage shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the Loan Parties in the Mortgaged Properties and the proceeds thereof, as security for the Obligations (as defined in the relevant Mortgage), in each case, prior and superior in right to any other Person (subject to Liens permitted by Section 7.2).

4.20 Solvency; Voidable Transaction. The Loan Parties, taken as a whole, are, and after giving effect to the incurrence of the Obligations and obligations being incurred in connection herewith, will be, Solvent. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by this Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

4.21 Regulation H. No Mortgage encumbers improved real property that is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has not been made available under the National Flood Insurance Act of 1968.

4.22 Insurance. All insurance maintained by the Loan Parties is in full force and effect, all premiums have been duly paid, no Loan Party has received notice of violation or cancellation thereof, and each Loan Party has complied in all material respects with the requirements of each such policy except to the extent any such non-compliance could reasonably be expected to have a Material Adverse Effect. Each Loan Party maintains insurance with financially sound and reputable insurance companies on all its properties in at least such amounts and against at least such risks (but including in any event public liability, business interruption and property damage insurance) as are usually insured against by companies engaged in similar businesses and owning similar properties in localities where the Loan Parties operate.

4.23 No Casualty. No Loan Party has received any notice of, nor does any Loan Party have any knowledge of, the occurrence or pendency or contemplation of any Casualty Event affecting all or any material portion of its property.

4.24 PATRIOT Act; Export/Import Controls; Sanctions. Each Loan Party and each Subsidiary of each Loan Party, and their respective officers, directors, agents, and employees have been during the past five (5) years and are in compliance in all respects with Anti-Terrorism Laws, Export/Import Controls and Sanctions. No Loan Party, nor any Subsidiary of a Loan Party, nor any of their respective directors, officers, or to the knowledge of the Borrower or any of its Subsidiaries, any employees, is, or is acting for or on behalf of, a Designated Person. No Loan Party nor any of Subsidiary of a Loan Party (a) has assets located in, or otherwise directly or, to the knowledge of the Borrower, indirectly derives revenues from investments, activities or transactions in or with, any Designated Jurisdiction; or (b) directly or, to the knowledge of the Borrower, indirectly derives revenues from investments in, or activities or transactions with, any Designated Person. There is no (a) pending or, to the knowledge of the Borrower, threatened,

action, suit, proceeding or investigation before any court or other Governmental Authority against any Loan Party or any Subsidiary of a Loan Party, or any of their officers, directors or employees or (b) informal or formal investigation by any Loan Party, a Subsidiary of a Loan Party, or their respective legal representatives or a Governmental Authority involving the foregoing persons described in clause (a), in each case with respect to clauses (a) and (b), that relates to a potential or actual violation of Anti-Terrorism Laws, Export/Import Controls or Sanctions, nor has there occurred any event or does there exist any condition on the basis of which any such claim may be asserted. No Loan Party nor any Subsidiary of any Loan Party has received during the past five (5) years a notice alleging a violation by any Loan Party or Subsidiary of a Loan Party, or an officer or director of a Loan Party or a Subsidiary of a Loan Party or, to the knowledge of the Borrower, any employee or agent authorized to act on behalf of a Loan Party or a Subsidiary of a Loan Party, of Anti-Terrorism, Export/Import Controls or Sanctions.

4.25 Anti-Corruption Laws. Each Loan Party and each Subsidiary of each Loan Party and their directors, officers, agents and employees have been during the past five (5) years and are in compliance in all respects with Anti-Corruption Laws. There is no pending or threatened action, suit, proceeding or investigation before any court or other Governmental Authority against any Loan Party or any Subsidiary of a Loan Party, or any of their officers, directors, employees, or agents, or any informal or formal investigation by any Loan Party, a Subsidiary of a Loan Party, or their respective legal representatives or a Governmental Authority involving the foregoing, that relates to a potential or actual violation of Anti-Corruption Laws, nor has there occurred any event or does there exist any condition on the basis of which any such claim may be asserted. No Loan Party nor any Subsidiary of any Loan Party has received during the past five (5) years a notice alleging a violation by any Loan Party or Subsidiary of a Loan Party, or any of their officers, directors, employees, or agents of Anti-Corruption Laws.

4.26 Leases. All leases of the Borrower and its Subsidiaries that are material to their business are valid and subsisting and no default by the Borrower or any of its Subsidiaries exists under any of them which could reasonably be expected to result in a Material Adverse Effect.

4.27 Senior Indebtedness. All Obligations including those to pay principal of and interest (including post-petition interest, whether or not allowed as a claim under bankruptcy or similar laws) on the Loans and other Obligations, and fees and expenses in connection therewith, constitute "Senior Indebtedness" or similar term relating to the Obligations.

4.28 Material Contracts. Each Material Contract (a) is in full force and effect and is binding upon and enforceable against each Loan Party that is a party thereto and, to the knowledge of such Loan Party, all other parties thereto in accordance with its terms, (b) except as otherwise permitted under Section 7.17, has not been otherwise amended or modified in any material respect, and (c) is not in default due to the action of any Loan Party or, to the knowledge of any Loan Party, any other party thereto; in each case, except as would not reasonably be expected to have a Material Adverse Effect.

SECTION 5
CONDITIONS PRECEDENT

5.1 Conditions to Initial Extension of Credit. The effectiveness of this Agreement and the obligation of the Lender to make its initial extension of credit hereunder shall be subject to the satisfaction (or waiver by the Lender) of the following conditions precedent:

(a) Loan Documents. The Lender shall have received each of the following, each of which shall be in form and substance reasonably satisfactory to the Lender:

(i) this Agreement, executed and delivered by the Borrower and the Lender;

(ii) if required by the Lender, a Term Loan Note executed by the Borrower in favor of the Lender;

(iii) the Guarantee and Collateral Agreement, executed and delivered by each Grantor named therein;

(iv) each Intellectual Property Security Agreement, executed by the applicable Grantor related thereto;

(v) all UCC financing statements listed on Schedule 3 to the Guarantee and Collateral Agreement; and

(vi) the Intercreditor Agreement, executed and delivered by each party thereto.

(b) Financial Statements. The Lender shall have received the financial information referenced in Section 4.1(b) hereof.

(c) Approvals. Except for the Governmental Approvals described on Schedule 4.4 and Governmental Approvals, consents, authorizations, filings and notices, the failure of which to obtain, make or give would not reasonably be expected to result in a Material Adverse Effect, all Governmental Approvals and consents and approvals of, or notices to, any other Person (including the holders of any Capital Stock issued by any Loan Party) required in connection with the execution and performance of the Loan Documents and the consummation of the transactions contemplated hereby, shall have been obtained and be in full force and effect.

(d) Secretary's Certificates; Certified Operating Documents; Good Standing Certificates. The Lender shall have received (i) a certificate of each Loan Party, dated the Closing Date and executed by the Secretary (or other senior officer) or equivalent officer of such Loan Party, substantially in the form of Exhibit C, with appropriate insertions and attachments, including (A) the Operating Documents of such Loan Party, (B) the relevant board (and/or, if applicable, shareholders') resolutions or written consents of such Loan Party adopted by such Loan Party for the purposes of authorizing such Loan Party to enter into and perform the Loan Documents to which such Loan Party is party, and (C) the names, titles, incumbency and signature specimens of those representatives of such Loan Party who have been authorized by such resolutions and/or

written consents to execute Loan Documents on behalf of such Loan Party, (ii) a long form good standing certificate (or equivalent) for each Loan Party from its respective jurisdiction of organization dated not more than thirty (30) days prior to the Closing Date, and (iii) if applicable, certificates of foreign qualification for each Loan Party from each jurisdiction where the failure to be qualified or in good standing could reasonably be expected to have a Material Adverse Effect.

(e) Responsible Officer's Certificates.

(i) The Lender shall have received a certificate signed by a Responsible Officer, in form and substance reasonably satisfactory to it, either (A) attaching copies of all consents, licenses and approvals required in connection with the execution, delivery and performance by such Loan Party and the validity against such Loan Party of the Loan Documents to which it is party, and such consents, licenses and approvals shall be in full force and effect, or (B) stating that no such consents, licenses or approvals are so required.

(ii) The Lender shall have received a certificate signed by a Responsible Officer, dated as of the Closing Date, and in form and substance reasonably satisfactory to it, certifying that the conditions specified in Section 5.1 (n) and (o) are satisfied.

(f) Patriot Act, etc. To the extent requested within a reasonable period of time prior to the Closing Date, the Lender shall have received, at least two (2) Business Days (or such shorter period acceptable to the Lender) prior to the Closing Date, all documentation and other information requested to comply with Anti-Terrorism Laws and Sanctions, as applicable, for each Loan Party.

(g) Existing Indebtedness. All existing third party Indebtedness for borrowed money (except for any such indebtedness permitted to be outstanding in accordance with Section 7.1) of the Loan Parties, including the Existing Credit Facility, shall have been, or substantially concurrently with the initial funding under this Agreement shall be, terminated and repaid in full (other than contingent or indemnification obligations for which no claim has been made), and the Lender shall have received reasonably satisfactory payoff letters, all documents or instruments necessary to release all applicable Liens and evidence of the discharge (or the irrevocable and unconditional (except for receipt of the stated payoff amount) making of arrangements for discharge) of all guarantees and related Liens upon the initial funding under this Agreement.

(h) Collateral Matters.

(i) Lien Searches. The Lender shall have received the results of recent lien, tax, judgment and litigation searches in each of the jurisdictions where any of the Loan Parties is formed or organized and such other jurisdictions that it reasonably requests, and such searches shall reveal no liens on any of the assets of the Loan Parties except for Liens permitted by Section 7.2, and Liens to be discharged on or prior to the Closing Date.

(ii) Pledged Stock; Stock Powers; Pledged Notes. Subject to the provisions of Section 5.2, the Lender shall have received (A) the certificates representing the shares of Capital Stock pledged to the Lender pursuant to the Security Documents, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof, and (B) each promissory note (if any) pledged to the Lender pursuant to the Security Documents, endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(iii) Filings, Registrations, Recordings, Agreements, Etc. Subject to the provisions of Section 5.2, each document (including any UCC financing statements, Intellectual Property Security Agreements, Control Agreements) required by the Security Documents or under law or reasonably requested by the Lender to be filed, registered or recorded to create in favor of the Lender, a perfected Lien on the Collateral described therein, prior and superior in right and priority to any Lien in the Collateral held by any other Person (other than with respect to Liens expressly permitted by Section 7.2), shall have been executed and delivered to the Lender or, as applicable, be in proper form for filing, registration or recordation.

(iv) Insurance. Subject to the provisions of Section 5.2, the Lender shall have received insurance certificates and applicable endorsements, satisfying the requirements of Section 6.5 hereof and Section 5.2(b) of the Guarantee and Collateral Agreement, in each case, in form and substance reasonably satisfactory to the Lender.

(v) Perfection Certificate. The Lender shall have received on or prior to the Closing Date a completed and executed Perfection Certificate;

(i) Fees. The Lender shall have received all fees required to be paid on or prior to the Closing Date, and all reasonable and documented out-of-pocket fees and expenses for which detailed invoices have been presented (including the reasonable and documented fees and expenses of legal counsel to the Lender) for payment no later than one (1) Business Day prior to the Closing Date shall be paid; provided that such fees and expenses may be paid with proceeds of Term Loans made on the Closing Date and will be reflected in the funding instructions given by the Borrower to the Lender on or before the Closing Date.

(j) Legal Opinion. The Lender shall have received the executed legal opinion of Milbank LLP, in form and substance reasonably satisfactory to the Lender.

(k) Borrowing Notices. The Lender shall have received a completed Notice of Borrowing executed by the Borrower and otherwise complying with the requirements of Section 2.2.

(l) Solvency Certificate. The Lender shall have received a Solvency Certificate from the chief financial officer or treasurer of the Borrower.

(m) [Reserved].

(n) Representations and Warranties. Each of the representations and warranties made by each Loan Party in any Loan Document shall be true and correct on and as of such date as if made on and as of such date, except to the extent any such representation and warranty expressly relates to an earlier date, in which case such representation and warranty shall have been true and correct as of such earlier date.

(o) No Default. No Default or Event of Default shall have occurred and be continuing as of or on such date or after giving effect to the Term Loans.

(p) Transaction Documents: (i) Each of the Exchange Agreement and the 2027 Convertible Notes Indenture shall have been duly and validly authorized, executed and delivered by all of the parties thereto and shall be effective in accordance with its terms, (ii) the Exchange (as defined in the Exchange Agreement) shall have been consummated in accordance with the Exchange Agreement, and (iii) the 2027 Convertible Notes shall have been issued in accordance with the Exchange Agreement and the 2027 Convertible Notes Indenture.

5.2 Post-Closing Conditions Subsequent. The Borrower shall satisfy each of the conditions subsequent to the Closing Date specified in Schedule 5.2 to the reasonable satisfaction of the Lender, in each case, by no later than the date specified for such condition (or such later date as the Lender shall agree in its sole discretion).

SECTION 6
AFFIRMATIVE COVENANTS

The Borrower hereby agrees that, at all times prior to the Discharge of Obligations, the Borrower shall, and, where applicable, shall cause each other Group Member to:

6.1 Financial Statements. Furnish to the Lender:

(a) promptly, and in any event within ninety (90) days after the end of each Fiscal Year, financial statements of the Borrower and its consolidated Subsidiaries including, but not limited to, audited consolidated statements of income and stockholders' equity and cash flow from the beginning of the current Fiscal Year to the end of such Fiscal Year and the audited consolidated balance sheet as at the end of such Fiscal Year, all prepared in accordance with GAAP applied on a basis consistent with prior practices, and in reasonable detail and reported upon without a "going concern" or like qualification, commentary, or exception, or any qualification or exception as to the scope of such audit, or qualification or report regarding a material financial controls weakness (other than with respect to an upcoming maturity date in respect of the Loans or a prospective default in respect of the Financial Covenants), by an independent registered public accounting firm selected by the Borrower and reasonably satisfactory to the Lender;

(b) promptly, and in any event within forty-five (45) days after the end of each Fiscal Quarter, an unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries and unaudited consolidated statements of income and stockholders' equity and cash flow of the Borrower and its consolidated Subsidiaries reflecting results of operations from the beginning of the Fiscal Year to the end of such quarter and for such quarter, certified by a Responsible Officer as prepared on a basis consistent with prior practices and complete and correct in all material respects, subject to normal and recurring year-end adjustments that individually and in the aggregate are not material to the Borrower's business operations and setting forth in comparative form the respective financial statements for the corresponding date and period in the previous Fiscal Year; and

(c) [reserved].

All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied (except with respect to unaudited financial statements subject to normal year-end audit adjustments and the absence of year-end audit footnotes) consistently throughout the periods reflected therein and with prior periods.

Notwithstanding the foregoing, the obligations in Section 6.1(a) and Section 6.1(b) may be satisfied with respect to financial information of the Borrower and its Subsidiaries by furnishing the Borrower's Form 10-K or 10-Q, as applicable, filed with the SEC; provided that to the extent such information is in lieu of information required to be provided under Section 6.1(a), such materials are accompanied by a report and opinion of an independent registered public accounting firm subject to the same exceptions and requirements set forth above in Section 6.1(a). To the extent the SEC has granted the ability to extend any financial statement reporting deadline generally to all non-accelerated filers, including pursuant to Rule 12b-25, (the "***Extended SEC Reporting Deadline***") and such Extended SEC Reporting Deadline would be later than the deadline for delivery of the corresponding financial statements of the Borrower pursuant to clause (a) or (b) of this Section 6.1 (a "***Section 6.1 Reporting Deadline***"), then the applicable Section 6.1 Reporting Deadline shall be automatically deemed to be extended to the date of the Extended SEC Reporting Deadline, without any further action by any party.

6.2 Certificates; Reports; Other Information. Furnish to the Lender:

(a) (1) concurrently with the delivery of any financial statements pursuant to Sections 6.1(a) and (b), a Compliance Certificate (i) stating that, to such Responsible Officer's knowledge, each Loan Party during such period has observed or performed all of its covenants and other agreements, and satisfied every condition contained in this Agreement and the other Loan Documents to which it is a party to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate, (ii) containing all calculations necessary for determining compliance as of the last day of the Fiscal Quarter or Fiscal Year of the Borrower, as the case may be, with the Financial Covenants (other than the Financial Covenant in Section 7.20(d)) (or any component thereof), (iii) to the extent not previously disclosed to the Lender, a description of any change in the jurisdiction of organization of any Loan Party and a list of any Registered IP issued to or acquired by any Loan Party since the date of the most recent report delivered pursuant to this clause (iii) (or, in the case of the first such report so delivered, since the Closing Date) and (iv) confirmation to the Lender that there has been no change to the information set forth on the Perfection Certificate since the Closing Date or the date of the most recent report delivered pursuant to this clause (a), as applicable, and/or deliver to the Lender an updated Perfection Certificate identifying such changes as of the date of such delivery and (2) within five (5) Business Days after the end of each month, a Compliance Certificate containing all calculations necessary for determining compliance as of the last day of the month of the Borrower with the Financial Covenant in Section 7.20(d);

(b) promptly, and in any event no later than forty-five (45) days after the beginning of the Borrower's Fiscal Year, a projected operating budget and cash flow of the Borrower and its consolidated Subsidiaries for such Fiscal Year (including an income statement for each month and a balance sheet as at the end of the last month in each Fiscal Quarter) (collectively, the "***Projections***"), such Projections to be accompanied by a certificate signed by the President, Treasurer, Chief Financial Officer, or equivalent officer of the Borrower to the effect that such projections have been prepared on the basis of sound financial planning practice consistent with past budgets and financial statements and that such officer has no reason to question the reasonableness of any material assumptions on which such Projections were prepared;

(c) promptly, and in any event within five (5) Business Days after receipt thereof by any Loan Party or any Subsidiary thereof, copies of each notice or other correspondence received from the SEC (or comparable agency in any applicable non-U.S. jurisdiction) concerning any investigation or possible investigation by such agency regarding financial or other operational results of any Loan Party or any Subsidiary thereof (other than routine comment letters from the staff of the SEC relating to the Borrower's filings with the SEC);

(d) promptly, and in any event within five (5) Business Days after the same are sent or received, copies of all material correspondence, reports, documents and other filings with any Governmental Authority regarding compliance with or maintenance of Governmental Approvals or Requirements of Law or that could reasonably be expected to have a Material Adverse Effect on any of the Governmental Approvals or otherwise on the operations of the Group Members;

(e) concurrently with the delivery of the financial statements referred to in Section 6.1(a) and (b), a written report summarizing all material variances from budgets submitted by the Borrower pursuant to Section 6.2(b); and

(f) promptly, such additional information (including materials intended for third party distribution prepared by a financial advisor) regarding the business, financial or organizational affairs and condition of any Loan Party and any Subsidiary, or compliance with the terms of this Agreement, as the Lender may from time to time reasonably request.

6.3 Payment of Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material obligations and liabilities of whatever nature (including any income and other Tax liabilities), except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the relevant Group Member.

6.4 Maintenance of Existence; Compliance. (a)(i) Preserve, renew and keep in full force and effect its organizational existence; provided that any Subsidiary of the Borrower shall not be required to preserve any such existence if the Borrower or such Subsidiary shall determine that the preservation thereof is no longer desirable or necessary in the conduct of the business of such Subsidiary, and the failure to preserve such existence could not reasonably be expected to have a Material Adverse Effect and (ii) take all reasonable action to maintain or obtain all Governmental Approvals and all other rights, privileges and franchises necessary in the normal conduct of its business or necessary for the performance by such Person of its Obligations under any Loan Document, except, in each case, as otherwise permitted by Section 7.3 or 7.4 and except, in the case of clause (ii) above, to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; (b) comply with all Requirements of Law except to the extent that failure to comply therewith would not, in the aggregate, reasonably be expected to have a Material Adverse Effect; and (c) comply with all Governmental Approvals, and any term, condition, rule, filing or fee obligation, or other requirement related thereto, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect. Without limiting the generality of the foregoing, the Borrower shall, and shall cause each ERISA Affiliate to: (1) maintain each Plan in compliance in all material respects with the applicable provisions of ERISA, the Code or other applicable law; (2) cause each Qualified Plan to maintain its qualified status under Section 401(a) of the Code; (3) make all required contributions to any Plan; (4) make all required contributions to any Multiemployer Plan; (5) ensure that all liabilities under each Plan are funded to at least the minimum level required by law or, if higher, to the level required by the terms governing such Plan; and (6) ensure that the contributions or premium payments to or in respect of each Plan are and continue to be promptly paid at no less than the rates required under the rules of such Plan and in accordance with the most recent actuarial advice received in relation to such Plan (if any) and applicable law, except, with respect to (1) through (6), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.5 Maintenance of Property; Insurance. (a) Keep all property useful and necessary in its business in good working order and condition, ordinary wear and tear and obsolescence excepted except where the failure to do so could reasonably be expected to have a Material Adverse Effect and (b) maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks (but including in any event public liability, business interruption and property damage insurance) as are usually insured against by companies engaged in similar businesses and owning similar properties in localities where the Loan Parties operate.

6.6 Inspection of Property; Books and Records; Audits; Discussions. (a) Keep proper books of record and account, in which full, true and correct, in all material respects, entries in conformity in all material respects with GAAP shall be made of all dealings and transactions in relation to its business and activities and (b) at any reasonable time, from time to time, during regular business hours and upon reasonable advance notice, permit representatives (including independent contractors) of the Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records and to discuss the business, operations, properties and financial and other condition of the Borrower and its Subsidiaries with officers, directors and management employees of the Group Members and with their independent certified public accountants; provided that a representative of the Loan Parties shall be permitted to participate in any discussion with the accountants. The foregoing inspections and audits shall be at the Borrower's expense. Such inspections and audits shall not be undertaken more frequently than once per year, unless an Event of Default has occurred and is continuing, in which case such inspections and audits shall occur as often as the Lender shall reasonably determine is necessary during regular business hours and upon reasonable advance notice. Notwithstanding anything to

the contrary herein, neither the Borrower nor any Subsidiary shall be required to disclose, permit the inspection, examination or making of copies of or taking abstracts from, or discuss any document, information, or other matter (i) that constitutes non-financial trade secrets or non- financial proprietary information of the Borrower and/or any of its Subsidiaries, customers and/or suppliers, (ii) in respect of which disclosure to the Lender (or any of its representatives) is prohibited by applicable Requirements of Law; provided that, with respect to this clause (ii), the Borrower shall (A) provide written notice to the Lender making it aware that information is being withheld (to the extent permitted by Requirements of Law) and (B) use commercially reasonable efforts to communicate the relevant information in a way that does not violate such Requirements of Law, (iii) that is subject to attorney-client or other legal privilege or constitutes attorney work product; provided that, with respect to this clause (iii), the Borrower shall (A) provide written notice to the Lender making it aware that information is being withheld and (B) use commercially reasonable efforts to communicate the relevant information in a way that does not violate such attorney-client or other legal privilege or (iv) in respect of which the Borrower or any Subsidiary owes confidentiality obligations to any third party; provided that, with respect to this clause (iv), the Borrower shall (A) provide written notice to the Lender making it aware of such confidentiality obligations (to the extent permitted under the applicable confidentiality obligation) and (B) use commercially reasonable efforts to communicate the relevant information in a way that does not violate such confidentiality obligations.

6.7 Notices.

Give prompt written notice to the Lender of:

(a) promptly after the Borrower has knowledge or becomes aware of the occurrence of any Default or Event of Default;

(b) promptly after the Borrower has knowledge or becomes aware of any (i) breach or non-performance of or default or event of default under, or receipt of a notice alleging breach or non-performance of or default or event of default under any Material Contract (or any dispute with any counterparty to any Material Contract), (ii) any development that has had or could reasonably be expected to have a Material Adverse Effect or (iii) the threat or commencement of (or any development in) any dispute, litigation, arbitration, investigation or proceeding that may exist at any time between any Group Member and any Governmental Authority that could reasonably be expected to have a Material Adverse Effect;

(c) any litigation or proceeding with any Group Member as a party (i) in which the amount involved is $150,000 or more and not covered by insurance, (ii) in which injunctive or similar relief is sought against any Loan Party or (iii) which relates to any Loan Document;

(d) (i) promptly after the Borrower has knowledge or becomes aware of the occurrence of any of the following events affecting any Group Member or any ERISA Affiliate that could reasonably be expected to have a Material Adverse Effect (but in no event more than fifteen days after such event), the occurrence of any of the following events, and shall provide the Lender with a copy of any notice with respect to such event that may be required to be filed with a Governmental Authority and any notice delivered by a Plan or a Governmental Authority to any Group Member or any ERISA Affiliate with respect to such event: (A) an ERISA Event or a

Foreign Plan Event, (B) the adoption of any new Pension Plan by any Loan Party or any ERISA Affiliate, (C) the adoption of any amendment to a Pension Plan, if such amendment will result in an increase in benefits or unfunded benefit liabilities (as defined in Section 4001(a)(18) of ERISA), or (D) the commencement of contributions by any Group Member or any ERISA Affiliate to any Multiemployer Plan or Pension Plan; (ii)(A) promptly after the giving, sending or filing thereof, or the receipt thereof, copies of (1) each Schedule SB (Actuarial Information) to the annual report (Form 5500 Series) filed by any Group Member or any ERISA Affiliate with the IRS with respect to each Pension Plan, (2) all notices received by any Group Member or any ERISA Affiliate from a Multiemployer Plan sponsor concerning an ERISA Event, and (3) copies of such other documents or governmental reports or filings relating to any Pension Plan as the Lender shall reasonably request; and (B) without limiting the generality of the foregoing, such certifications or other evidence of compliance with the provisions of Section 7.7 as the Lender may from time to time reasonably request; and (iii) any Loan Party becoming a "benefit plan investor" under Section 3(42) of ERISA and/or any Loan Party assets being deemed to include "plan assets" under Section 3(42) of ERISA or under any similar law applicable to such Loan Party;

(e) (i) any Asset Sale undertaken by the Borrower or any Subsidiary of the Borrower to someone other than to the Borrower or another Loan Party, (ii) any issuance by the Borrower or any Subsidiary thereof of any Capital Stock to someone other than to the Borrower or an employee, officer or director, in each case, in the ordinary course of business, (iii) any incurrence by the Borrower or any Subsidiary thereof of any Indebtedness (other than Indebtedness constituting the Loans under this Agreement) in a principal amount equaling or exceeding $100,000, and (iv) with respect to any such Asset Sale, issuance of Capital Stock or incurrence of Indebtedness, the amount of any Net Cash Proceeds received by the Borrower or such Subsidiary in connection therewith and the amount of any Extraordinary Receipts received by the Borrower or such Subsidiary, in each case, only to the extent the Borrower is not required to provide notice of such occurrence pursuant to Section 2.6(f);

(f) promptly after the Borrower has knowledge or becomes aware of any casualty, damage or destruction to any material portion of the Collateral (deemed to include Collateral having an aggregate value in excess of $100,000) or the commencement of any action or proceeding for the taking of any interest in a material portion of the Collateral (deemed to include Collateral having an aggregate value in excess of $100,000) under power of eminent domain or by condemnation or similar proceeding;

(g) any material change in accounting policies or financial reporting practices by any Loan Party; and

(h) promptly, and in any event within five (5) Business following receipt thereof, notice from any customer representing 5% or more of the revenues of the Group Members indicating that such customer intends to materially reduce or terminate business volume with the Group Members.

Each notice pursuant to this Section 6.7 shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the relevant Group Member proposes to take with respect thereto.

6.8 Environmental Laws.

(a) Comply with, and make commercially reasonable efforts to ensure compliance by all tenants and subtenants, if any, with, all applicable Environmental Laws, and obtain and comply with and maintain, and make commercially reasonable efforts to ensure that all tenants and subtenants obtain and comply with and maintain, any and all governmental licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except, in each case, to the extent that the failure to do so would not, in the aggregate, reasonably be expected to have a material and adverse effect on the business of the Group Members.

(b) (i) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws, except to the extent that the failure to do so would not, in the aggregate, reasonably be expected to have a material and adverse effect on the business of the Group Members and (ii) comply with all material lawful orders and directives of all Governmental Authorities regarding Environmental Laws.

6.9 Intellectual Property.

(a) The Borrower and each of its Subsidiaries agree that should it obtain an ownership interest in or to any Intellectual Property, including any Intellectual Property that is registered or pending registration or issuance, which is not now a part of the Collateral, (i) any such ownership interest in the Intellectual Property shall automatically become a part of the Collateral, and (ii) with respect to any such interests in any Intellectual Property that is Registered IP, the Borrower shall give written notice thereof in accordance with Section 6.2(a) and shall cause to be prepared, executed, and delivered to the Lender such Intellectual Property Security Agreements necessary to grant the Lender security interests in such Registered IP.

(b) With respect to Intellectual Property of the Borrower that is material to the business of the Borrower or any of its Subsidiaries, including any such Intellectual Property that is not now a part of the Collateral, the Borrower agrees to take, and to cause each of its Subsidiaries to take, such steps as the Borrower (or such Subsidiary) reasonably deems necessary to maintain the validity and enforceability of such Intellectual Property, including making appropriate filings, payments and submissions with the USPTO and USCRO.

6.10 Additional Collateral, Etc.

(a) With respect to any Collateral acquired after the Closing Date by any Loan Party as to which the Lender does not have a perfected Lien that is required by the Guarantee and Collateral Agreement (excluding, for the avoidance of doubt, real property), the Borrower will, and will cause each other Loan Party to, promptly: (i) execute and deliver to the Lender such amendments to the Guarantee and Collateral Agreement or such other documents as the Lender deems reasonably necessary or advisable to evidence that such Loan Party is a Guarantor and to grant to the Lender a security interest in such Collateral and (ii) take all actions necessary or advisable in the reasonable opinion of the Lender to grant to the Lender a perfected first priority (except as expressly permitted by Section 7.2) security interest and Lien in such Collateral as required by the Guarantee and Collateral Agreement or any other Security Document, including (if applicable) the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or taking any other action as reasonably requested by the Lender.

(b) With respect to any fee interest in any real property acquired after the Closing Date by any Loan Party with an individual fair market value in excess of $250,000, promptly (and in any event within sixty (60) days of such acquisition or such longer period as approved by the Lender in its reasonable discretion): (i) execute and deliver a first priority Mortgage in the maximum principal amount of the purchase price of such real property in jurisdictions that impose mortgage recording taxes (or such other amount as shall be reasonably specified by the Lender in jurisdictions that do not impose mortgage recording taxes), in favor of the Lender covering such real property, (ii) if requested by the Lender, provide the Lender with (1) title and extended coverage insurance (with such customary endorsements, coinsurance and reinsurance as the Lender may reasonably request) covering such real property, paid for by the Borrower and issued by a nationally recognized title insurance company, in an amount equal to the purchase price of such real property, (2) a current ALTA/NSPS survey thereof, paid for by the Borrower and in each case, including all improvements, easements and other customary matters thereon reasonably required by the Lender, together with a surveyor's certificate and complying in all material respects with the minimum detail requirements of the American Land Title Association and National Society of Professional Surveyors as such requirements are in effect on the date of preparation of such survey, or an existing survey, in each case, sufficient for such title insurance company to remove all standard survey exceptions from the title insurance policy relating to such real property and issue the customary survey related endorsements or otherwise reasonably acceptable to the Lender, (3) flood insurance determination certificates, and if applicable, evidence that the applicable Loan Party has obtained flood insurance covering such property in an amount required for the Lender to be in compliance with the National Flood Insurance Act of 1968 and (4) such other documents as the Lender may reasonably request that are in the Borrower's possession with respect to any such real property, and (iii) if requested by the Lender, deliver to the Lender legal opinions relating to such Mortgage, which opinions shall be in form and substance reasonably satisfactory to the Lender.

(c) With respect to any new direct or indirect Subsidiary that is created or acquired after the Closing Date by any Loan Party, promptly (and in any event within thirty (30) days or such longer period as approved by the Lender in its sole discretion): (i) execute and deliver to the Lender such supplements, joinders or amendments to the applicable Security Documents as the Lender deems reasonably necessary or advisable to grant to the Lender a perfected first priority security interest in the Capital Stock of such new Subsidiary that is owned directly or indirectly by such Loan Party, (ii) deliver to the Lender such documents and instruments as may be required to grant, perfect, protect and ensure the priority of such security interest, including but not limited to, the certificates, if any, representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Loan Party, any Control Agreement with respect to each Deposit Account or Securities Account to the extent a Control Agreement is required to perfect a lien on such Deposit or Securities Account (other than, in each case, Excluded Accounts), and any Security Document (or any amendment, supplement or modification thereof) with respect to Intellectual Property (other than Excluded Assets), (iii) cause such new Subsidiary or any Subsidiary formed for the purpose of acquiring any such Subsidiary (A) to become a party to the Guarantee and Collateral Agreement and other applicable Security Documents, (B) to take such actions as are reasonably necessary or advisable in the opinion of the

Lender to grant to the Lender a perfected first priority security interest (subject to Liens permitted hereunder) in the Collateral described in the Guarantee and Collateral Agreement or such other Security Documents, with respect to such Subsidiary, including the filing of UCC financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or as may be reasonably requested by the Lender and (C) to deliver to the Lender a customary certificate of such Subsidiary, in a form reasonably satisfactory to the Lender, with appropriate insertions and attachments, and (iv) if requested by the Lender, deliver to the Lender legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Lender.

Notwithstanding the foregoing, (i) other than the Collateral in which a Lien was previously granted or required to be granted by the Loan Parties, or the guarantees provided by the Loan Parties, in each case, on the Closing Date or pursuant to Section 5.2, the Loan Parties shall not be required to deliver any Collateral or perfect the Lender's security interest with respect to any Collateral (except to the extent perfection can be accomplished by filing UCC financing statements) or provide any guarantee of the Obligations, in each case, if the cost of delivering or perfecting the lien in such Collateral or of providing such guarantee exceeds the benefit to the Lender (which shall take into account any adverse tax consequences suffered or expected to be suffered by the Borrower or any Loan Party as a result thereof), in each case, as reasonably determined by the Lender, and (ii) other than the Collateral in which a Lien was previously granted or required to be granted by the Loan Parties, or the guarantees provided by the Loan Parties, in each case, on the Closing Date or pursuant to Section 5.2, no such Liens or guarantees shall be required to be provided by any Subsidiary in any case in which (or, if applicable, to the extent that) the provision of such Lien or guarantee would violate applicable law, in each case, as reasonably determined by the Lender.

6.11 Material Contracts. Except where the failure to do so, either individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, each Loan Party shall, and shall cause each of its Subsidiaries to perform and observe all the terms and provisions of each Material Contract to which it is a party or any of its property is bound.

6.12 Use of Proceeds. Use the proceeds of the Term Loans only for the purposes specified in Section 4.16.

6.13 Anti-Corruption Laws; Anti-Terrorism Laws; Export/Import Controls; Sanctions.

(a) Conduct its business, and cause each of its Subsidiaries to conduct its business, in compliance with all Anti-Corruption Laws, Anti-Terrorism Laws, Export/Import Controls and Sanctions, and maintain and enforce policies and procedures designed to ensure compliance with such laws. The Borrower shall deliver to the Lender any certificate or other evidence reasonably requested from time to time by the Lender confirming the Borrower's compliance with this Section 6.13(a) and Section 7.21.

(b) Provide prompt written notice to the Lender upon the occurrence of a Reportable Compliance Event.

6.14 Further Assurances. Execute any further instruments and take such further action as the Lender reasonably deems necessary to perfect, protect, ensure the priority of or continue the Lender's Lien on the Collateral as required under the Loan Documents or to effect the purposes of this Agreement.

6.15 [Reserved].

6.16 Cash Management. Each Loan Party shall enter into, within the time periods specified within Schedule 5.2, a Control Agreement with respect to each of its Deposit Accounts located in the United States as of the Closing Date (other than Excluded Accounts), unless such account is closed during such period.

SECTION 7
NEGATIVE COVENANTS

The Borrower hereby agrees that, at all times prior to the Discharge of Obligations, the Borrower shall not, nor shall the Borrower permit any Subsidiary of the Borrower, to, directly or indirectly:

7.1 Indebtedness. Create, issue, incur, assume, become liable in respect of or suffer to exist any Indebtedness, except:

(a) Indebtedness of any Loan Party pursuant to any Loan Document;

(b) (i) Indebtedness of any Loan Party owing to any other Loan Party, (ii) Indebtedness of any non-Loan Party owing to any other non-Loan Party and (iii) Indebtedness of any Loan Party owing to any non-Loan Party; provided that any Indebtedness under this clause (iii) (A) may not exceed an aggregate amount (together with any outstanding Investments permitted under Section 7.6(c)(iii)) of $1,000,000 at any time outstanding, (B) must be permitted under Section 7.6(c)(iii) and (C) shall be subject to the Intercompany Subordination Agreement, subject to the time periods set forth in Schedule 5.2;

(c) Indebtedness outstanding on the date hereof and listed on Schedule 7.1(c);

(d) (i) the 2025 Convertible Notes in an aggregate outstanding principal amount not to exceed $6,130,000 at any time and (ii) the 2027 Convertible Notes;

(e) other Indebtedness that is acceptable to the Lender in its sole discretion;

(f) Guarantee Obligations of Indebtedness otherwise permitted under this Section 7.1; provided that (i) any such Guarantee Obligations must be permitted by Section 7.6(c) and (ii) any such Guarantee Obligations shall be subordinated to the Obligations on the same terms as the Indebtedness so guaranteed;

(g) Indebtedness arising under Cash Management Services and other Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections, employee credit card programs and other cash management and similar arrangements in the ordinary course of business and any Guarantees thereof or the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business;

(h) Indebtedness in an aggregate principal amount not to exceed $1,000,000 at any time outstanding in respect of performance letters of credit, bank guarantees, supporting obligations, bankers' acceptances, performance bonds, surety bonds, statutory bonds, appeal bonds, warehouse receipts or similar instruments issued or created in the ordinary course of business, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims; provided that any reimbursement obligations in respect thereof are reimbursed within five (5) Business Days following the due date thereof;

(i) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to Borrower or any of its Subsidiaries, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness is outstanding only during such year;

(j) unsecured Indebtedness to trade creditors incurred in the ordinary course of business; and

(k) other Indebtedness, to the extent not for borrowed money, in an aggregate amount not to exceed the Flex Cap.

7.2 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except:

(a) Liens in existence on the date hereof listed on Schedule 7.2(a); provided that (i) no such Lien is spread to cover any additional property after the Closing Date, (ii) the amount of Indebtedness secured or benefitted thereby is not increased (except as permitted pursuant to Section 7.1), (iii) the direct or any contingent obligor with respect thereto is not changed, and (iv) any renewal or extension of the obligations secured thereby is permitted by Section 7.1;

(b) Liens created pursuant to the Security Documents

(c) Liens securing the 2027 Convertible Notes, which shall be subject to the Intercreditor Agreement;

(d) other Liens that are acceptable to the Lender in its sole discretion; and

(e) other Liens, to the extent not for borrowed money, in an aggregate amount not to exceed the Flex Cap.

7.3 Fundamental Changes. Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or Dispose of all or substantially all of its property or business, except that:

(a) (i) any Loan Party may be merged, amalgamated or consolidated with or into another Loan Party (provided that if such transaction involves the Borrower, the Borrower is the surviving entity); and (ii) any Subsidiary that is not a Loan Party may be merged, amalgamated or consolidated with or into a Loan Party (provided that a Loan Party is the surviving entity);

(b) any Subsidiary of the Borrower may Dispose of any or all of its assets pursuant to any liquidation, dissolution or other transaction that results in the assets of such Subsidiary being transferred to the Borrower or any other Loan Party; and

(c) any Subsidiary of the Borrower may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower or such Subsidiary and is not disadvantageous to the Lender; provided that the assets of such Subsidiary shall be contributed to or assumed by a Loan Party.

7.4 Disposition of Property. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Subsidiary of the Borrower, issue or sell any shares of such Subsidiary's Capital Stock to any Person, except:

(a) Dispositions of obsolete, surplus or worn out property in the ordinary course of business;

(b) Dispositions of Inventory in the ordinary course of business;

(c) Dispositions permitted by Section 7.3;

(d) Dispositions of property (i) by any Loan Party to any other Loan Party, (ii) by any non-Loan Party to any other non-Loan Party, and (iii) by any non-Loan Party to any Loan Party;

(e) Dispositions of property subject to a Casualty Event;

(f) to the extent constituting a Disposition, Restricted Payments permitted by Section 7.5, Investments permitted by Section 7.6 (other than Section 7.6(b)) and Liens permitted by Section 7.2;

(g) Dispositions of certain IP addresses previously disclosed to the Lender in an aggregate principal amount not to exceed $7,750,000;

(h) Dispositions of certain network server inventory previously disclosed to the Lender in an aggregate principal amount not to exceed $10,000,000; and

(i) Dispositions that are acceptable to the Lender in its sole discretion.

7.5 Restricted Payments. Make any payment or prepayment of principal of, premium, if any, or redemption, purchase, retirement, defeasance, sinking fund or similar payment with respect to, any Junior Indebtedness, declare or pay any dividend on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any Capital Stock of the Borrower or any of its

Subsidiaries, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Borrower or any of its Subsidiaries, or make any payment of management, consulting, monitoring, advisory or similar fees to any board member or holder of any Capital Stock or other equity interest of the Borrower or any Subsidiary or any Affiliate of any such board member or holder (collectively, "***Restricted Payments***"), except that:

(a) any Subsidiary may make Restricted Payments to any Loan Party;

(b) the Borrower and its Subsidiaries may make Restricted Payments that are otherwise acceptable to the Lender in its sole discretion;

(c) the Borrower may deliver its common Capital Stock upon conversion of the 2025 Convertible Notes or the 2027 Convertible Notes; and

(d) that certain share bonus payment in the amount of 10,000,000 shares of the Borrower, as previously disclosed to Lender and to occur in the fourth fiscal quarter of 2023.

7.6 Investments. Make any advance, loan, extension of credit (by way of guarantee or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting all or a substantial portion of a business unit of, or make any other investment in, any Person (all of the foregoing, "***Investments***"), except:

(a) Investments in cash and Cash Equivalents;

(b) Guarantee Obligations permitted by Section 7.1;

(c) (i) intercompany Investments into a Loan Party made after the Closing Date by any Group Member, (ii) any Subsidiary which is not a Loan Party may make intercompany Investments in any Subsidiary which is not a Loan Party and (iii) any Loan Party may make intercompany Investments in (or for the benefit of) any Subsidiary which is not a Loan Party in an aggregate amount (together with any outstanding Indebtedness permitted under Section 7.1(b)(iii)) not to exceed $1,000,000 at any time outstanding (to the extent such Investments are in the form of unsecured intercompany loans and advances referred to in preceding clauses (i) through (iii), collectively, the "***Intercompany Loans***"); provided that, with respect to clause (iii), such Intercompany Loans in the form of an intercompany loan shall be evidenced by a global intercompany note and such promissory note is pledged in favor of the Lender as Collateral, subject to the time periods set forth in Schedule 5.2 for delivering such global intercompany note;

(d) Investments existing on the Closing Date and set forth on Schedule 7.6(d);

(e) to the extent constituting an Investment, transactions permitted by Section 7.3, Dispositions permitted by Section 7.4, Restricted Payments permitted by Section 7.5, and Sale Leaseback Transactions permitted by Section 7.10;

(f) other Investments that are acceptable to the Lender in its sole discretion; and

(g) other Investments, not exceeding the Flex Cap in an aggregate principal amount outstanding at any time.

7.7 ERISA. The Borrower shall not, and shall not permit any Group Member or any ERISA Affiliate to, enter into any new Pension Plan or modify any existing Pension Plan so as to increase its obligations thereunder, in each case, which could reasonably be expected to result in a Material Adverse Effect.

7.8 Preferred Stock. Issue any Preferred Stock other than Preferred Stock acceptable to the Lender in its sole discretion.

7.9 Transactions with Affiliates. Enter into any transaction, including any purchase, sale, lease or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate (other than transactions solely among Loan Parties or transactions existing on the Closing Date and set forth on Schedule 7.9) unless such transaction is (a) otherwise permitted under this Agreement, (b) in the ordinary course of business of the relevant Loan Party or (c) upon fair and reasonable terms no less favorable to the relevant Loan Party than it would obtain in a comparable arm's length transaction with a Person that is not an Affiliate; provided that, (i) with respect to any such transaction or series of related transactions involving aggregate payments or consideration in excess of $250,000, the Borrower shall deliver to the Lender a resolution adopted by the majority of the disinterested members of the Borrower Board, and (ii) with respect to any such transaction or series of transactions involving aggregate payments or consideration in excess of $500,000, the Borrower shall deliver to the Lender an opinion issued by an accounting, appraisal or investment banking firm of nationally recognized standing stating that such transaction is, or series of related transactions are, fair to the Borrower or its relevant Subsidiary from a financial point of view; provided, further, that the restrictions set forth in this Section 7.9 shall not apply to (A) reasonable and customary fees paid to members of the board of directors (or similar governing body) of Borrower and its Subsidiaries; (B) compensation arrangements for officers and other employees of Borrower and its Subsidiaries entered into in the ordinary course of business; (C) payments permitted pursuant to Section 7.5 and (D) this Agreement and any transactions with Lender or any Affiliate of the Lender.

7.10 Sale Leaseback Transactions. Enter into any Sale Leaseback Transaction other than Sale Leaseback Transactions acceptable to the Lender in its sole discretion.

7.11 Cash Transfers. Transfer any cash from a Deposit Account subject to a first priority perfected security interest in favor of the Lender to any Deposit Account or Securities Account not subject to a first priority perfected security interest in favor of the Lender.

7.12 Accounting Changes. Make any Accounting Changes or any other change in its accounting policies or reporting practices, except as required by GAAP; provided that such Accounting Changes or other change could not reasonably be expected to be materially disadvantageous to the Lender, or make any change to its fiscal year without the prior written consent of the Lender.

7.13 Negative Pledge Clauses. Enter into or suffer to exist or become effective any agreement that prohibits or limits the ability of any Loan Party to create, incur, assume or suffer to exist any Lien upon any of its property or revenues, whether now owned or hereafter acquired, to secure its Obligations under the Loan Documents to which it is a party, other than (a) this Agreement and the other Loan Documents, (b) customary restrictions on the assignment of leases, licenses and other agreements, (c) any restriction pursuant to any document, agreement or instrument governing or relating to any Lien permitted under Section 7.2(a) or any agreement or option to Dispose of any asset of any Group Member, the Disposition of which is permitted by any other provision of this Agreement (in each case, provided that any such restriction relates only to the assets or property subject to such Lien or being Disposed), or (d) restrictions existing under Requirements of Law.

7.14 Clauses Restricting Subsidiary Distributions. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Subsidiary of the Borrower to (a) make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or to pay any Indebtedness owed to, any other Group Member, (b) make loans or advances to, or other Investments in, any other Group Member, or (c) transfer any of its assets to any other Group Member, except for such encumbrances or restrictions existing under or by reason of (i) any restrictions existing under the Loan Documents, (ii) any restrictions with respect to a Subsidiary imposed pursuant to an agreement that has been entered into in connection with a Disposition permitted hereby of all or substantially all of the Capital Stock or assets of such Subsidiary or a Disposition that is conditioned on the Discharge of Obligations, (iii) customary restrictions on the assignment of leases, licenses and other agreements or (iv) consisting of restrictions existing under Requirements of Law.

7.15 Lines of Business. Enter into any line of business, either directly or through any Subsidiary, except for the Core Business.

7.16 Designation of Other Indebtedness. Designate any Indebtedness or obligations other than the Obligations and the 2027 Convertible Notes as “Senior Indebtedness” or a similar concept thereto, if applicable.

7.17 Amendments to Organizational Agreements and Material Contracts. Amend or permit any amendments to any Loan Party’s organizational documents or any Material Contract, to the extent such amendment could reasonably be expected to be materially disadvantageous to the Lender.

7.18 Use of Proceeds. Use, lend, or otherwise make available to any Subsidiary, joint venture partner or other Person, the proceeds of any Loan hereunder, whether directly or indirectly, and whether immediately, incidentally or ultimately, (a) to purchase or carry margin stock (within the meaning of Regulation U) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose, in each case, in violation of Regulation T, U or X; or (b)(i) to fund any activities or business of or with any Designated Person or Designated Jurisdiction, or (ii) in any manner that would result in a violation of (x) Sanctions by any Person or (y) Anti-Corruption Laws, Anti-Terrorism Laws or Export/Import Controls by any individual or entity participating in the transaction, whether as the Lender, or otherwise.

7.19 Anti-Terrorism Laws. Conduct, deal in or engage in or permit any Affiliate or agent of any Loan Party within its control to conduct, deal in or engage in any of the following activities: (a) conduct any business or engage in any transaction or dealing with any Designated Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Designated Person; (b) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to any Anti-Terrorism Laws; or (c) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Anti-Terrorism Laws.

7.20 Financial Covenants.

(a) Maximum Total Net Leverage. Commencing with the fiscal quarter ending March 31, 2025, permit the Total Net Leverage Ratio, as of the trailing four Fiscal Quarter period of the Borrower ending on the last day of any Fiscal Quarter set forth below, to be greater than the correlative amount indicated below:

Fiscal Quarter Ending	
March 31, 2025	6.00 to 1.00
June 30, 2025	6.00 to 1.00
September 30, 2025	5.75 to 1.00
December 31, 2025	5.50 to 1.00
March 31, 2026	5.25 to 1.00
June 30, 2026	5.00 to 1.00
September 30, 2026	5.00 to 1.00
December 31, 2026 and the last day of each Fiscal Quarter ending thereafter	5.00 to 1.00

(b) Minimum Fixed Charge Coverage Ratio. Commencing with the fiscal quarter ending March 31, 2025, permit the Fixed Charge Coverage Ratio, as of the trailing four Fiscal Quarter period of the Borrower ending on the last day of any Fiscal Quarter set forth below, to be less than the correlative amount indicated below:

Fiscal Quarter Ending	
March 31, 2025	3.00 to 1.00
June 30, 2025	3.50 to 1.00
September 30, 2025	4.00 to 1.00
December 31, 2025	4.50 to 1.00
March 31, 2026	5.00 to 1.00
June 30, 2026	5.50 to 1.00
September 30, 2026	6.00 to 1.00
December 31, 2026 and the last day of each Fiscal Quarter ending thereafter	6.00 to 1.00

(c) Minimum Adjusted Quick Ratio. Commencing with the fiscal quarter ending June 30, 2024, permit the Adjusted Quick Ratio, as of the last day of any Fiscal Quarter set forth below, to be less than the correlative amount indicated below:

Quarter Ending	
June 30, 2024	0.90 to 1.00
September 30, 2024	0.95 to 1.00
December 31, 2024	0.95 to 1.00
March 31, 2025	1.00 to 1.00
June 30, 2025	1.05 to 1.00
September 30, 2025	1.15 to 1.00
December 31, 2025	1.20 to 1.00
March 31, 2026	1.25 to 1.00
June 30, 2026	1.30 to 1.00
September 30, 2026	1.35 to 1.00
December 31, 2026 and the last day of each Fiscal Quarter ending thereafter	1.40 to 1.00

(d) Minimum Qualified Cash. Subject to the time periods set forth in Schedule 5.2, permit Qualified Cash, as of the last day of any month, to be less than $15,000,000.

SECTION 8
EVENTS OF DEFAULT

8.1 Events of Default. The occurrence of any of the following shall constitute an Event of Default:

(a) the Borrower shall fail to pay any amount of principal of any Loan when due in accordance with the terms hereof; or the Borrower shall fail to pay any amount of interest on any Loan, or any other amount payable hereunder or under any other Loan Document, within two (2) Business Days after such interest or other amount becomes due in accordance with the terms hereof; or

(b) any representation or warranty made or deemed made by any Loan Party herein or in any other Loan Document or that is contained in any certificate or other document furnished by it at any time under or in connection with this Agreement or any such other Loan Document (i) if qualified by materiality, shall be incorrect or misleading when made or deemed made, or (ii) if not qualified by materiality, shall be incorrect or misleading in any material respect when made or deemed made; or

(c) any Loan Party shall default in the observance or performance of any agreement contained in Section 5.2, Section 6.1, Section 6.2(a), Section 6.4(a)(i) (with respect to the Borrower only), Section 6.5(b), Section 6.7(a), Section 6.12, Section 6.13, or Section 7 of this Agreement; or

(d) any Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section), and such default shall continue unremedied for a period of five (5) days thereafter; or

(e) any Group Member shall (A) default in making any payment of any principal of any Indebtedness (including any Guarantee Obligation, but excluding the Loans and other Obligations) on the scheduled or original due date with respect thereto (taking into account all applicable extension periods); (B) default in making any payment of any interest, fees, costs or expenses on any such Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or (C) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, beyond the period of grace, if any, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or permit the holder thereof to cause, such Indebtedness to become or declared due and payable prior to its stated maturity; provided that, a default, event or condition described in clauses (A), (B) or (C) of this Section 8.1(e) shall not at any time constitute an Event of Default unless, at such time, one or more defaults, events or conditions of the type described in any of clauses (A), (B), or (C) of this Section 8.1(e) shall have occurred with respect to Indebtedness, the outstanding principal amount of which, individually or in the aggregate for all such Indebtedness, exceeds $250,000; or

(f) (i) any Group Member shall commence any case, proceeding or other action

(a) under any Debtor Relief Law seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (b) seeking appointment of a receiver, receiver and manager, interim receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or any Group Member shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any Group Member any case, proceeding or other action of a nature referred to in clause (i) above that (x) results in the entry of an order for relief or any such adjudication or appointment or (y) remains undismissed, undischarged or unbonded for a period of thirty (30) days; or (iii) there shall be commenced against any Group Member any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, or stayed or bonded pending appeal within thirty (30) days from the entry thereof; or (iv) any Group Member shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) any Group Member shall not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) there shall occur one or more ERISA Events and/or Foreign Plan Events, in either case, which individually or in the aggregate have a Material Adverse Effect, or (ii) any Loan Party shall become a “benefit plan investor” within the meaning of Section 3(42) of ERISA and/or become an entity whose assets are deemed to include “plan assets” within the meaning of Section 3(42) of ERISA or any applicable similar law; or

(h) there is entered against (i) any Group Member one or more final judgments or orders for the payment of money involving in the aggregate a liability (not paid or fully covered by insurance (subject to any applicable deductible) or indemnity as to which the relevant insurance company or indemnifying party, as applicable, to the reasonable satisfaction of the Lender as it relates to such indemnity, has not disputed or otherwise contested in writing such insurance coverage or indemnification obligation, as applicable) of $250,000 or more; or (ii) any Group Member one or more non-monetary final judgments that have, individually or in the aggregate, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) all such judgments or decrees shall not have been satisfied, vacated, discharged, stayed or bonded pending appeal within thirty (30) days from the entry thereof; or

(i) any of the Security Documents shall cease, for any reason, to be in full force and effect (other than pursuant to the terms thereof), or any Loan Party shall so assert in writing, or any Lien created by any of the Security Documents shall cease to be enforceable over a significant portion of the Collateral and of the same effect and priority purported to be created thereby; or

(j) any court order enjoins, restrains or prevents the Loan Parties and other Group Members, taken as a whole, from conducting all or any material part of their business, and such court order shall not have been vacated, discharged, stayed or bonded pending appeal within thirty (30) days from the entry thereof; or

(k) the guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, for any reason, to be in full force and effect (other than pursuant to the terms thereof) or any Loan Party shall so assert in writing; or

(l) a Change of Control shall occur; or

(m) any Loan Party or any Subsidiary shall cease conducting any material part of its business operations by virtue of any casualty, any labor unrest or any injunction or other prohibition imposed by any Governmental Authority, for any period of thirty (30) consecutive days and the same results in a Material Adverse Effect (after taking into account any business interruption insurance proceeds received by the Loan Parties and their Subsidiaries in connection therewith); or

(n) (i) any Loan Party defaults under any Material Contract, or (ii) any Material Contract shall, in whole or in part, terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligation of each party thereto, or any Loan Party shall, directly or indirectly, contest or limit in any manner such effectiveness, validity, binding nature or enforceability, and, in each of the foregoing sub-clauses (i) and (ii), such default or such cessation, as applicable, either individually or in the aggregate, results in a Material Adverse Effect or (iii) any party to any Material Contract should take an enforcement action or otherwise exercise remedies thereunder against any Loan Party with respect to an amount individually or in the aggregate in excess of $250,000, and such enforcement or such exercise, as applicable, either individually or in the aggregate, results in a Material Adverse Effect, except where such enforcement or such exercise, as applicable is being contested in good faith by appropriate proceedings diligently conducted; or

(o) any Loan Document not otherwise referenced in Section 8.1(i) or (k), at any time after its execution and delivery and for any reason other than (i) as expressly permitted hereunder or thereunder or pursuant to the terms thereof, (ii) as a result of the action or inaction of the Lender or (iii) the Discharge of Obligations, ceases to be in full force and effect; or any Loan Party contests in any manner the validity or enforceability of any such Loan Document; or any Loan Party denies that it has any or any further liability or obligation under any such Loan Document to which it is a party, or purports to revoke, terminate or rescind any such Loan Document; or

(p) (i) the indictment of any senior officer of the Borrower for fraud and such senior officer is not replaced or removed as an officer of the Borrower within five (5) days after such indictment; provided that if such senior officer indicted shall be the chief executive officer or other similar officer with equivalent responsibilities and duties, any such replacement shall be reasonably satisfactory to the Lender, or (ii) the indictment of any Group Member or any senior officer thereof under any criminal statute, or commencement of criminal or civil proceedings against any Group Member or any senior officer thereof, in each case, pursuant to which indictment or proceedings the Governmental Authority prosecuting the indictment or initiating the proceedings seeks forfeiture of a material portion of the property of the Loan Parties.

(q) Edgio, Inc. shall breach or default in the observance or performance of any covenant, agreement, requirement, or condition under the Exchange Agreement.

8.2 Remedies Upon Event of Default. If any Event of Default occurs and is continuing, the Lender may take any or all of the following actions:

(a) [reserved];

(b) declare all outstanding Obligations, including, without limitation, the aggregate principal amount of any outstanding Loans, all interest accrued and unpaid thereon, an amount equal to the Prepayment Premium or the Make-Whole Amount, if any, that would have been due and payable if the Loans were prepaid pursuant to Section 2.5 or Section 2.6 on the date of such acceleration and all other amounts owing under this Agreement and the other Loan Documents to be due and payable forthwith, whereupon the same shall immediately become due and payable; and

(c) exercise all rights and remedies available to it under the Loan Documents or applicable law;

provided that, upon the occurrence of any Event of Default specified in clause (i) or (ii) of Section 8.1(f), all outstanding Obligations, including, without limitation, the aggregate principal amount of any outstanding Loans, all interest accrued and unpaid thereon, an amount equal to the Prepayment Premium or the Make-Whole Amount that would have been due and payable if the Loans were optionally prepaid pursuant to Section 2.5 or mandatorily prepaid pursuant to Section 2.6 on the date of such acceleration and all other amounts owing under this Agreement and the other Loan Documents shall automatically immediately become due and payable.

It is understood and agreed that if the Loans are accelerated or otherwise become due prior to the Maturity Date, including without limitation as a result of any Event of Default set forth in Section 8.1(f) (including the acceleration of claims by operation of law), the Prepayment Premium or Make-Whole Amount, if any, that would have been payable if the Loans were optionally prepaid pursuant to Section 2.5 or mandatorily prepaid pursuant to Section 2.6 on such date of acceleration will also automatically be due and payable and shall constitute part of the Obligations with respect to the Loans. In view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of the Lender's lost profits as a result thereof, any such Prepayment Premium or Make-Whole Amount payable shall be presumed to be the liquidated damages sustained by the Lender as the result of the early prepayment and each of the Loan Parties agrees that it is reasonable under the circumstances currently existing. EACH OF THE LOAN PARTIES EXPRESSLY WAIVES (TO THE FULLEST EXTENT IT MAY LAWFULLY DO SO) THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING AMOUNTS IN CONNECTION WITH ANY SUCH ACCELERATION, ANY RESCISSION OF SUCH ACCELERATION OR THE COMMENCEMENT OF ANY PROCEEDING UNDER DEBTOR RELIEF LAWS. Each of the Loan Parties expressly agrees (to the fullest extent it may lawfully do so) that: (A) each of the Prepayment Premium and the Make- Whole Amount is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) each of the Prepayment Premium and the Make-Whole Amount shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between the Lender and the Loan Parties giving specific consideration in this transaction for such agreement to pay such Prepayment Premium and Make-Whole Amount; and (D) the Loan Parties shall be estopped hereafter from claiming differently than as agreed to in this paragraph. Each of the Loan Parties expressly acknowledges that its agreement to pay such Prepayment Premium and Make-Whole Amount to the Lender as herein described is a material inducement to the Lender to enter into this Agreement.

(d) Except as expressly provided above in this Section, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower.

8.3 Application of Funds. After the exercise of remedies provided for in Section 8.2, any amounts received by the Lender on account of the Obligations shall be applied by the Lender in the following order:

First, to the payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest but including any Collateral-Related Expenses, fees, charges and disbursements of counsel to the Lender and amounts payable under Sections 2.12 and 2.13 (including interest thereon)) payable to the Lender;

Second, to payment of that portion of the Obligations constituting the Prepayment Premium and the Make-Whole Amount, if any;

Third, to the payment of that portion of the Obligations constituting accrued and unpaid interest on the Loans;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the

Fifth, to the payment of all other Obligations of the Loan Parties that are then due and payable to the Lender on such date; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full (excluding, for this purpose, any Obligations which have been cash collateralized in accordance with the terms hereof and any contingent indemnification or reimbursement Obligations), to the Borrower or as otherwise required by law.

SECTION 9
[RESERVED]

SECTION 10
MISCELLANEOUS

10.1 Amendments and Waivers.

(a) Neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, restated, amended and restated, supplemented or modified except in accordance with the provisions of this Section 10.1. The Lender, together with each Loan Party party to the relevant Loan Document, may from time to time (x) enter into written amendments, restatements, amendments and restatements, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lender or of the Loan Parties hereunder or thereunder or (y) waive, on such terms and conditions as the Lender may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided that, in either case, any such written amendments, restatements, amendments and restatements, supplements, modifications may be reasonably effected in the form of e-mail.

Any such waiver and any such amendment, restatement, amendment and restatement, supplement or modification shall be binding upon the Loan Parties and the Lender. In the case of any waiver, the Loan Parties and the Lender shall be restored to their former position and rights hereunder and under the other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured during the period such waiver is effective; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

10.2 Notices.

(a) All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by electronic mail), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three (3) Business Days after being deposited in the mail, postage prepaid, or, in the case of electronic mail notice, upon confirmation of delivery, addressed as follows in the case of the Borrower and the Lender, or to such other address as may be hereafter notified by the respective parties hereto:

Borrower:	Edgio, Inc. 11811 N. Tatum Blvd., Suite 3031, Phoenix, Arizona 85028 Richard Diegnan, Chief Legal Officer Email: rdiegnan@edg.io with a copy to (which shall not constitute notice under this Agreement or any other Loan Documents): Milbank LLP 55 Hudson Yards New York, NY 10001-2163 Attn: Maya Grant Email: MGrant@milbank.com
Lender:	Lynrock Lake Master Fund LP Attention: Cynthia Paul; Michael Manley; Operations Email: cp@lynrocklake.com; mike@lynrocklake.com; and ops@lynrocklake.com with a copy to (which shall not constitute notice under this Agreement or any other Loan Documents): Akin Gump Strauss Hauer & Feld LLP Attention: Jaisohn Im; Catherine Goodall Email: jim@akingump.com; cgoodall@akingump.com

provided that any notice, request or demand to or upon the Lender shall not be effective until received.

(b) Notices and other communications to the Lender hereunder may be delivered or furnished by electronic communications (including email) pursuant to procedures approved by the Lender; provided that the foregoing shall not apply to notices to the Lender pursuant to Section 2 unless otherwise agreed by the Lender. The Lender or the Borrower may, in their 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 Lender otherwise prescribes, notices and other communications sent to an email address shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment); provided that if such notice 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) Any party hereto may change its address or email address for notices and other communications hereunder by notice to the other parties hereto.

10.3 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.4 Survival of Representations and Warranties. All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

10.5 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable, documented out-of-pocket expenses incurred by the Lender (including the reasonable and documented out-of- pocket fees, expenses, charges and disbursements of one counsel for the Lender, one additional local counsel in each jurisdiction and reasonably necessary specialist counsel (and, in the case of an actual or perceived conflict of interest, one additional counsel to the affected Persons, taken as a whole), in connection with the preparation, negotiation, execution, delivery and administration of, and the due diligence related to, 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) and (ii) all reasonable, documented out-of-pocket expenses incurred by the Lender (including the reasonable, documented out-of-pocket fees, expenses, charges and disbursements of any counsel for the Lender) in connection with the enforcement or protection of their rights (A) in connection with this Agreement and the other Loan Documents, including their rights under this Section, or (B) in connection with the Loans made or participated in hereunder, including all such reasonable and documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans. Counsel for the Lender shall provide the Borrower with summary fee statements that set forth the amount of charges for professional and ancillary services but will not include time entry detail or descriptions.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Lender and each Related Party of the Lender (each such Person being called an "***Indemnitee***") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented out-of-pocket fees, charges and disbursements of any counsel for any Indemnitee), incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Borrower or any other Loan Party) 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 the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Materials of Environmental Concern 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, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses 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. This Section 10.5(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, each Loan Party 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 the use of the proceeds thereof. No Indemnitee referred to in paragraph (b) above 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.

(d) Payments. All amounts due under this Section shall be payable promptly after demand therefor.

(e) Survival. Each Loan Party's obligations under this Section shall survive the Discharge of Obligations.

10.6 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 provided that: (i) neither the Borrower nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Lender and (ii) the Lender or any Affiliate thereof may assign or otherwise transfer any of its rights or obligations hereunder to (1) the Lender or any of its Affiliates or (2) with the prior written consent of the Borrower, unless an Event of Default shall have occurred and be continuing at such time, then no such consent of the Borrower shall be required; provided that if Lender requests such consent and Borrower has not responded to such request within 5 days, then such consent shall be deemed to have been given. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, and, to the extent expressly contemplated hereby, for the benefit of the Related Parties of the Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Certain Pledges. The 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 the Lender, including any pledge or assignment to secure obligations to a prime broker; provided that no such pledge or assignment of security interest shall release the Lender from any of its obligations hereunder or substitute any such pledgee or assignee for the Lender as a party hereto.

10.7 Adjustments; Set-off.

(a) Upon the occurrence and during the continuance of any Event of Default, the Lender and each of its Affiliates is hereby authorized at any time and from time to time, without prior notice to the Borrower or any other Loan Party, any such notice being expressly waived by the Borrower and each Loan Party, 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 any currency, at any time held or owing, and any other credits, indebtedness, claims or obligations, in any currency, in each case, whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Lender, its Affiliates or any branch or agency thereof to or for the credit or the account of the Borrower or any other Loan Party, as the case may be, against any and all of the obligations of the Borrower or such other Loan Party now or hereafter existing under this Agreement or any other Loan Document to the Lender or its Affiliates, irrespective of whether or not the Lender or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower or such other Loan Party may be contingent or unmatured or are owed to a branch, office or Affiliate of the Lender different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness. The Lender agrees to notify the Borrower in writing promptly after any such setoff and application made by the Lender or any of its Affiliates; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Lender and its Affiliates under this Section 10.7 are in addition to other rights and remedies (including other rights of set-off) which the Lender or its Affiliates may have.

10.8 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Lender, or the Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Lender in its discretion) to be repaid to a trustee, receiver, interim receiver, receiver and manager, custodian or any other party, in connection with any Insolvency Proceeding or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

10.9 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "***Maximum Rate***"). If the Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest, at the option of the Lender, shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

10.10 Counterparts; Electronic Execution.

(a) This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

(b) The words "execution," "signed," "signature," and words of like import in this Agreement or any other 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, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

10.11 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.12 Integration. This Agreement and the other Loan Documents represent the entire agreement of the Borrower, the other Loan Parties and the Lender with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10.13 GOVERNING LAW. THIS AGREEMENT (INCLUDING SECTION 10.14 (*SUBMISSION TO JURISDICTION; WAIVERS*)) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. This Section 10.13 shall survive the Discharge of Obligations.

10.14 Submission to Jurisdiction; Waivers. Each party hereto hereby irrevocably and unconditionally:

(a) submits to the exclusive jurisdiction of the State and Federal courts in the Southern District of the State of New York; and expressly submits and consents in advance to such jurisdiction in any action or suit relating to this Agreement and the other Loan Documents to which it is a party, commenced in any such court or for recognition and enforcement of any judgment in respect thereof, and hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court; provided that nothing in this Agreement shall be deemed to operate to preclude the Lender from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of the Lender;

(b) hereby agrees that service of the summons, complaints, and other process issued in such action or suit may be made by registered or certified mail addressed to the relevant party at the addresses set forth in Section 10.2 of this Agreement and that service so made shall be deemed completed upon the earlier to occur of such party's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid;

(c) WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL; and

(d) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

This Section 10.14 shall survive the Discharge of Obligations.

10.15 Acknowledgements; Public Statements and Use of Name. The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) the Lender does not have any fiduciary relationship with or fiduciary duty to the Borrower arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Lender, on one hand, and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor;

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby between the Borrower and the Lender; and

(d) the Lender or its Affiliates may provide financing or other services to or may have investments in parties whose interests may conflict with the interests of the Loan Parties, and the Lender has no obligation to disclose any of such interests.

The Loan Parties and their Affiliates will consult with the Lender before issuing any press release or making any public statement or filing with respect to the Loan Documents and the transactions contemplated hereby and will provide the Lender and its counsel with a draft of any press release or other public statement or filing at least two (2) days prior to such disclosure, except where advance notice is not permitted by applicable law. The Loan Parties and their Affiliates will in good faith consider comments to, or other modifications of, such disclosure. Notwithstanding anything herein to the contrary, no Loan Party or Affiliate thereof shall use the Lender's name without the Lender's prior written approval, except as required by applicable law.

10.16 Delivery of Information. Notwithstanding anything herein or in any Loan Document to the contrary, if any notice, report or other information required to be furnished pursuant to this Agreement or any other Loan Document contains material non-public information with respect to the Borrower or its Affiliates, or the respective securities of the foregoing ("***MNPI***"), the Borrower shall notify the Lender that the Borrower desires to deliver MNPI to the Lender (any such notice, an "***MNPI Notice***"). The Lender may either (i) refuse the delivery of such MNPI or (ii) direct the delivery of such MNPI to (x) a designee of the Lender (including counsel to the Lender) or (y) the Lender pursuant to procedures acceptable to the Lender. If the Lender elects the option under clause (ii) of the preceding sentence, the Borrower shall promptly deliver to the Lender or its designee, as applicable, the information subject to such MNPI Notice.

10.17 Patriot Act. The Lender hereby notifies the Borrower and each other Loan Party that, pursuant to the provisions of the U.S. Bank Secrecy Act and Patriot Act, the Money Laundering Control Act of 1986, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, and all other laws, rules and regulations of any jurisdiction applicable to the Loan Parties related to terrorist financing or money laundering, including know-your-customer (KYC) and financial recordkeeping and reporting requirements, it may be required to obtain, verify and record information that identifies the Borrower and each other Loan Party, which information includes the names and addresses and other information that will allow the Lender to identify the Borrower and each other Loan Party in accordance with such rules and regulations. The Borrower and each other Loan Party will, and will cause each of its respective Subsidiaries to, provide such information and take such actions as are reasonably requested by the Lender to assist the Lender in maintaining compliance with such applicable rules and regulations.

10.18 Confidentiality

The Lender shall hold all MNPI regarding the Borrower and its Subsidiaries, Affiliates and their businesses identified as such by the Borrower and obtained by the Lender pursuant to the requirements of the Loan Documents in accordance with the Lender's customary procedures for handling confidential information of such nature, it being understood and agreed by the Borrower that, in any event, the Lender may make (i) disclosures of such information to Affiliates of the Lender and to their respective officers, directors, partners, members, employees, legal counsel, independent auditors, leverage facility providers and other advisors, experts or agents who need to know such information and on a confidential basis (and to other Persons authorized by the Lender to organize, present or disseminate such information in connection with disclosures otherwise made in accordance with this Section 10.18), (ii) disclosures of such information reasonably required by any potential or prospective assignee, transferee or participant in connection with the contemplated assignment, transfer or participation of any Loans or any participations therein or by any direct or indirect contractual counterparties (or the professional advisors thereto) to any swap or derivative transaction relating to the Borrower and its obligations (provided that such assignees, transferees, participants, counterparties and advisors are advised of and agree to be bound by either the provisions of this Section 10.18 or other provisions at least as restrictive as this Section 10.18), (iii) disclosure to any rating agency when required by it, provided that, prior to any disclosure, such rating agency shall undertake in writing to preserve the confidentiality of any confidential information relating to Loan Parties received by it from the Lender, (iv) disclosures in connection with the exercise of any remedies hereunder or under any other Loan Document and (v) disclosures made pursuant to the order of any court or administrative agency or in any pending legal or

administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case such Person agrees to inform the Borrower promptly thereof to the extent not prohibited by law). In addition, the Lender may disclose the existence of this Agreement and the information about this Agreement to market data collectors, similar services providers to the lending industry, and service providers to the Lender in connection with the administration and management of this Agreement and the other Loan Documents.

[*Remainder of page left blank intentionally*]

IN WITNESS WHEREOF, this Agreement and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be duly executed by the Borrower in the United States of America. In addition, this Agreement is being executed as an instrument under the laws of the State of New York and delivered by their proper and duly authorized officers as of the day and year first above written.

THE BORROWER:

EDGIO, INC.

By: /s/ Richard Diegnan
Name: Richard Diegnan
Title: Chief Legal Officer

THE LENDER:

LYNROCK LAKE MASTER FUND LP

By: Lynrock Lake Partners LLC, its general partner

By: /s/ Cynthia Paul
Name: Cynthia Paul
Title: Member

[Signature Page to Credit Agreement]

FORM OF GUARANTEE AND COLLATERAL AGREEMENT

(*Please see attached form*)

Exhibit A-1

FORM OF COMPLIANCE CERTIFICATE

EDGIO, INC.

Date:_____, 20____

This Compliance Certificate (this "***Compliance Certificate***") is delivered pursuant to Section 6.2(a) of that certain Credit Agreement, dated as of November 14, 2023, entered into by and among **EDGIO, INC.,** a Delaware corporation (the "***Borrower***"), and **LYNROCK LAKE MASTER FUND LP** (the "***Lender***") (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "***Credit Agreement***"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the respective meanings given to them in the Credit Agreement.

The undersigned, a duly authorized and acting Responsible Officer, hereby certifies on behalf of the Borrower, in his/her capacity as a Responsible Officer, and not in any personal capacity, as of the date hereof, as follows:

1. I have reviewed and am familiar with the contents of this Compliance Certificate.

2. I have reviewed the terms of the Credit Agreement and the other Loan Documents and have made, or caused to be made under my supervision, a review in reasonable detail of the transactions and condition of the Borrower and its Subsidiaries during the accounting period covered by the financial statements attached hereto as Attachment 1 (the "***Financial Statements***"), which financial statements, if delivered pursuant to Section 6.1(a) or (b)[1] of the Credit Agreement, were prepared on a basis consistent with prior practices and are complete and correct in all material respects, subject to normal and recurring year-end adjustments that individually and in the aggregate are not material to the Borrower's business operations. Except as set forth on Attachment 2, such review did not disclose the existence during or at the end of the accounting period covered by the Financial Statements, and I have no knowledge of the existence, as of the date of this Compliance Certificate, of any condition or event which constitutes a Default or an Event of Default, or any failure of any Loan Party during such period to observe or perform all of its covenants and other agreements, or to satisfy every condition contained in the Credit Agreement and the other Loan Documents to which it is a party to be observed, performed or satisfied by it.

3. Except as set forth on Attachment 3 or as previously disclosed to the Lender, there has been no change in the jurisdiction of organization of any Loan Party.

4. Attached hereto as Attachment 4 are the computations showing compliance with the covenants set forth in Section 7.20 of the Credit Agreement.

[1] **NTD:** Given the Company's position as a public filer and the unnecessary expenses that would be imposed by monthly reporting requirements, we intend to delete Section 6.1(c) from the Credit Agreement.

5. Except as set forth on Attachment 3 or as previously disclosed to the Lender, there has been no registered Intellectual Property issued to or acquired by any Loan Party since [the Closing Date][the date of the most recent Compliance Certificate delivered].

6. [[Except as set forth on Attachment 3,] [t][T]here has been no change to the information set forth in the Perfection Certificate since the [Closing Date][the date of the most recent Compliance Certificate delivered]].

[*Remainder of page intentionally left blank; signature page follows*]

IN WITNESS WHEREOF, I have executed this Compliance Certificate as of the date first written above.

EDGIO, INC.

By: _____

Name: _____

Title: _____

[Attach Financial Statements]

Attachment 1 to Compliance Certificate
Exhibit B-4

Except as set forth below, no Default or Event of Default has occurred and there has been no failure of any Loan Party to observe or perform all of its covenants and other agreements, or to satisfy every condition contained in the Credit Agreement and the other Loan Documents to which it is a party to be observed, performed or satisfied by it. [If a Default or Event of Default or any such failure has occurred, describe such Default or Event of Default or such failure by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which Borrower or any Loan Party has taken, is taking, or proposes to take with respect to each such condition or event to remedy the same.]

[Attach Updated Perfection Certificate][1]

[1] To be delivered quarterly.

[Financial Covenant Calculations]

Attachment 3 to Compliance Certificate
Exhibit B-7

EXHIBIT C

FORM OF [OFFICER'S][SECRETARY'S] CERTIFICATE OF EDGIO, INC.[1]

[__], 2023

This [Officer's][Secretary's] Secretary's Certificate (this "**[Officer's][Secretary's] Certificate**") is being executed and delivered pursuant to Section 5.1(d) of that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Credit Agreement**"), by and among EDGIO, INC., a Delaware corporation (the "**Borrower**"), and LYNROCK LAKE MASTER FUND LP (the "**Lender**"). Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Credit Agreement.

I, [_____], hereby certify that, as of the date hereof, I am a duly elected and qualified Responsible Officer of each of the entities listed on Schedule I attached hereto (collectively, the "**Companies**" and each, individually, a "**Company**"), and that as such, I am authorized to execute and deliver this [Officer's][Secretary's] Certificate on behalf of each Company, and further certify, in my capacity as a Responsible Officer of each Company, and not in any individual capacity, as of the date hereof, as follows:

1. Attached hereto as Exhibit A is a true, complete and correct copy of the Certificate of Incorporation or the Certificate of Existence, as applicable (each, a "**Charter**" and, collectively, the "**Charters**"), of each Company certified as of a recent date by the Secretary of State of the State of Delaware or the State of California, as applicable. As of the date hereof, each Charter is in full force and effect, and there has been no amendment, revision, supplement or other document affecting such Charter or filed in the office of the Secretary of State of the State of Delaware or the State of California, as applicable, except as otherwise reflected therein, and no action has been taken by any Company with respect to any such matter and no proceedings of liquidation, dissolution, bankruptcy, receivership, merger or consolidation of any Company are pending.

2. Attached hereto as Exhibit B is a true, complete and correct copy of the bylaws or [operating agreement], as applicable, of each Company (each, a "**Governing Document**" and, collectively, the "**Governing Documents**"). Each Governing Document was in full force and effect at the time of the adoption of the Resolutions (as defined below) and is in full force and effect as of the date hereof, and there has been no amendment, revision, supplement or other document affecting the Governing Document of each Company, except as otherwise reflected therein; and no action has been taken by any Company with respect to any such matter.

3. Attached hereto as Exhibit C is a true, complete, and correct copy of the written consent duly adopted by the board of directors or the [board of managers], as applicable (each, a "**Board**" and, collectively, the "**Boards**"), of each Company pursuant to the Governing Documents, authorizing the execution, delivery, and performance by each Company of the Credit

[1] Discuss whether to make this Omnibus with convertible notes.

Agreement and the Loan Documents to which it is a party (the "**Resolutions**"). The Resolutions are in full force and effect on the date hereof in the form in which adopted, and have not been modified, rescinded, or amended, and no other resolutions that are inconsistent with the Resolutions have been adopted by each Board relating to the agreements and the transactions referred to in the Resolutions since the date of the Resolutions.

4. Each of the Persons whose names appear on Exhibit D hereto is a duly elected or appointed officer of each Company, as applicable, holding the respective office set forth opposite his or her name on Exhibit D, and each such Person is authorized to execute and deliver each of the Credit Agreement and the Loan Documents and the signature set forth opposite of each such Person's name is his or her true and genuine signature.

5. Attached hereto as Exhibit E is a certificate of good standing of each Company (collectively, the "**Certificates of Good Standing**"), certified not more than thirty (30) days prior to the Closing Date by the Secretary of State of the State of Delaware or the State of California, as applicable.

This Secretary's Certificate may be executed and delivered (including by electronic transmission) in one or more counterparts, and by the different signatories hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same certificate.

[Signature Page Follows]

IN WITNESS WHEREOF, I have hereunto signed my name as of the date first set forth above.

Name: [_____]
Title: [Secretary][_____]

I, [_____], hereby certify that I am the duly elected and qualified [_____] of the Company and that [_____] is a duly elected, qualified and acting Responsible Officer of the Company, and that the signature appearing above is his true and genuine signature.

IN WITNESS WHEREOF, I have hereunto signed my name as of the date first set forth above.

Name: [_____]
Title: [_____]

SCHEDULE I

Companies

1. EDGIO, INC., a Delaware corporation
2. Edgio International, Inc., a Delaware corporation
3. Limelight Midco, Inc. a Delaware corporation
4. Limelight AcquisitionCo, Inc., a Delaware corporation
5. Limelight Networks VPS, Inc., a Delaware corporation
6. Mojo Merger Sub, LLC, a California limited liability company
7. Edgecast Inc., a California corporation

EXHIBIT A

Charters

Exhibit A to Form of Secretary's Certificate
Exhibit C-5

EXHIBIT B

Governing Documents

Exhibit B to Form of Secretary's Certificate
Exhibit C-6

EXHIBIT C

Resolutions

Exhibit C to Form of Secretary's Certificate
Exhibit C-7

EXHIBIT D

Incumbency Certificate

Name	Office	Signature
[_____]	[_____]	_____
[_____]	[_____]	_____

EXHIBIT E

Certificates of Good Standing

Exhibit E to Form of Secretary's Certificate
Exhibit C-9

EXHIBIT D

FORM OF SOLVENCY CERTIFICATE

EDGIO, INC.

Date: _____, 20____

To the Lender party to the Credit Agreement referred to below:

This **SOLVENCY CERTIFICATE** (this "***Certificate***") is delivered pursuant to Section 5.1(l) of that certain Credit Agreement, dated as of November 14, 2023, entered into by and among, **EDGIO, INC.**, a Delaware corporation (the "***Borrower***"), and **LYNROCK LAKE MASTER FUND LP** (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "***Credit Agreement***"). Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the respective meanings given to them in the Credit Agreement.

The undersigned Responsible Officer of the Borrower, in such capacity only and not in her/his individual capacity, does hereby certify on behalf of each Loan Party as of the date hereof that:

The Loan Parties, taken as a whole are, and after giving effect to the incurrence of all Obligations and obligations being incurred in connection therewith, will be and will continue to be, Solvent. No transfer of property is being made by any Loan Party and no obligation is being incurred by any Loan Party in connection with the transactions contemplated by the Credit Agreement or the other Loan Documents with the intent to hinder, delay, or defraud either present or future creditors of such Loan Party.

(*Signature page follows*)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

BORROWER:

EDGIO, INC.

By: _____
Name: _____
Title: _____

[RESERVED]

FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Not Partnerships for U.S. Federal Income Tax Purposes)

[*Date*]

Reference is made to that certain Credit Agreement, dated as of November 14, 2023, entered into by and among **EDGIO, INC.**, a Delaware corporation (the "***Borrower***"), and **LYNROCK LAKE MASTER FUND LP** (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "***Credit Agreement***").

Pursuant to the provisions of Section 2.13 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 881(c)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower, and (2) the undersigned shall have at all times furnished the Borrower with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two (2) calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the respective meanings given to them in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be duly executed and delivered by its proper and duly authorized signatory as of the day and year first written above.

[Name of Lender]

By _____
Name:
Title:

EXHIBIT F-2

FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Not Partnerships for U.S. Federal Income Tax Purposes)

[*Date*]

Reference is made to that certain Credit Agreement, dated as of November 14, 2023, entered into by and among **EDGIO, INC.**, a Delaware corporation (the "***Borrower***"), and **LYNROCK LAKE MASTER FUND LP** (the "***Lender***") (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "***Credit Agreement***").

Pursuant to the provisions of Section 2.13 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Lender in writing, and (2) the undersigned shall have at all times furnished the Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the respective meanings given to them in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be duly executed and delivered by its proper and duly authorized signatory as of the day and year first written above.

[Name of Participant]

By _____
Name:
Title:

FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Participants That Are Partnerships for U.S. Federal Income Tax Purposes)

[*Date*]

Reference is made to that certain Credit Agreement, dated as of November 14, 2023, entered into by and among **EDGIO, INC.**, a Delaware corporation (the "***Borrower***"), and **LYNROCK LAKE MASTER FUND LP** (the "***Lender***") (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "***Credit Agreement***").

Pursuant to the provisions of Section 2.13 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code,

(iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 881(c)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W- 8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Lender and (2) the undersigned shall have at all times furnished the Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the respective meanings given to them in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be duly executed and delivered by its proper and duly authorized signatory as of the day and year first written above.

[Name of Participant]

By _____
Name:
Title:

FORM OF U.S. TAX COMPLIANCE CERTIFICATE
(For Foreign Lenders That Are Partnerships for U.S. Federal Income Tax Purposes)

[*Date*]

Reference is made to that certain Credit Agreement, dated as of November 14, 2023, entered into by and among **EDGIO, INC.**, a Delaware corporation (the "***Borrower***"), and **LYNROCK LAKE MASTER FUND LP** (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "***Credit Agreement***").

Pursuant to the provisions of Section 2.13 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 881(c)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower, and (2) the undersigned shall have at all times furnished the Borrower with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the respective meanings given to them in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has caused this certificate to be duly executed and delivered by its proper and duly authorized signatory as of the day and year first written above.

[Name of Lender]

By _____
Name:
Title:

Signature Page to Form of U.S. Tax Compliance Certificate

EXHIBIT G

FORM OF INTERCOMPANY SUBORDINATION AGREEMENT

This INTERCOMPANY SUBORDINATION AGREEMENT (this "Intercompany Subordination Agreement"), dated as of [__], 20[__], is made among the Obligors (as hereinafter defined), the Subordinated Creditors (as hereinafter defined) and LYNROCK LAKE MASTER FUND LP pursuant to the Credit Agreement (as hereinafter defined) (in such capacity, the "Lender").

(A) Reference is made to that certain Credit Agreement (as it may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "Credit Agreement"), dated as of November 14, 2023, by and between EDGIO, INC., a Delaware corporation (the "Borrower"), and the Lender. Terms used herein but not otherwise defined shall have the respective meaning ascribed to such term in the Credit Agreement.

(B) The Borrower and each of the Subsidiaries defined as "Loan Parties" under the Credit Agreement are collectively referred to herein as the "Obligors" and each, an "Obligor".

(C) Each Subsidiary of the Borrower not defined as a "Loan Party" under the Credit Agreement are collectively referred to herein as the "Subordinated Creditors" and each, a "Subordinated Creditor".

(E) In order to induce the Lender to enter into the Credit Agreement and the other Loan Documents and to induce the Lender to make financial accommodations to Borrower as provided for in the Credit Agreement, each Subordinated Creditor has agreed to the subordination of all Subordinated Debt (as defined below), upon the terms and subject to the conditions set forth in this Intercompany Subordination Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, representations and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

Section 1. Definitions.

"Existing Intercompany Loans" means any Indebtedness owed by any Obligor to a Subordinated Creditor and/or any investment in the form of intercompany loans by a Subordinated Creditor to an Obligor existing on the date hereof.

"Payment in Full" or "Paid in Full" means the indefeasible payment and satisfaction in full in cash of all of the Senior Debt and the termination of the financing arrangements provided by the Lender to the Loan Parties under the Credit Agreement (other than inchoate indemnification and reimbursement obligations and any other obligations which pursuant to the terms of any Loan Document specifically survive repayment of the Loans for which no claim has been made). If and after receipt of any payment of, or proceeds of collateral applied to the payment of, any of the Senior Debt, the Lender is required to surrender or return such payment or proceeds to any person for any reason, then the Senior Debt intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Intercompany Subordination Agreement shall continue in full force and effect as if such payment or proceeds had not been received by the Lender.

"Senior Debt" means the Obligations.

"Subordinated Debt" means all Indebtedness owing or due to a Subordinated Creditor by an Obligor under any Subordinated Debt Documents, whether arising before, during or after the initial or any renewal term of any document or instruments related thereto or after the commencement of any case under any Debtor Relief Law (and including, without limitation, any principal, interest, fees, costs, expenses and other amounts incurred pursuant thereto), whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including all related fees and all other amounts payable by any such Obligor to such Subordinated Creditor under or in connection with any documents or instruments related thereto.

"Subordinated Debt Documents" means, collectively, all agreements, documents and instruments at any time executed and/or delivered by any Obligor in favor of any Subordinated Creditor in connection with the Subordinated Debt, as the same now exist or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced.

"Subordinated Debt Payment" means any payment or distribution by or on behalf of the Loan Parties to the Subordinated Creditors in respect of Subordinated Debt, whether directly or indirectly, and whether in cash, property, or securities, including on account of the purchase, redemption or other acquisition of Subordinated Debt, as a result of a collection, sale or other disposition of collateral in respect of Subordinated Debt, or by setoff, exchange, or in any other manner, for or on account of the Subordinated Debt.

Section 2. Subordination. Each Subordinated Creditor and each Obligor agrees that the Subordinated Debt is and shall be subordinate and junior in right of payment, to the extent and in the manner hereinafter set forth, to the prior Payment in Full in cash of all Senior Debt, including, without limitation, where applicable, such Obligor's guarantee thereof.

Section 3. Events of Subordination.

(a) In the event of any dissolution, winding up, liquidation, arrangement, reorganization, adjustment, protection, relief or composition of any Obligor or its debts, whether voluntary or involuntary, in a proceeding under any bankruptcy, reorganization, dissolution, insolvency, receivership, administration or liquidation or similar law or upon an assignment for the benefit of creditors or any other marshalling of the assets and liabilities of any Obligor or otherwise, the Lender shall be entitled to receive Payment in Full of the Senior Debt before any Subordinated Creditor is entitled to receive any payment of all or any of the Subordinated Debt, and any payment or distribution of any kind (whether in cash, property or securities) that otherwise would be payable or deliverable upon or with respect to the Subordinated Debt in any such case, proceeding, assignment, marshalling or otherwise (including any payment that may be payable by reason of any other Indebtedness of such Obligor being subordinated to payment of the Subordinated Debt) shall be paid or delivered directly to the Lender for the account of the Lender for application (in the case of cash) to, or as collateral (in the case of non-cash property or securities) for, the payment or prepayment of the Senior Debt in accordance with the terms of the Credit Agreement until the Senior Debt shall have been Paid in Full.

(b) Subject to clause (a) above, in the event that any Event of Default shall have occurred and be continuing, no payment (including any Subordinated Debt Payment) shall be made by or on behalf of any Obligor for or on account of any Subordinated Debt, and no Subordinated Creditor shall take or receive from any Obligor, directly or indirectly, in cash or other property or by set-off or in any other manner, including, without limitation, from or by way of collateral, payment of all or any of the Subordinated Debt, unless and until (A)(x) the Obligations shall have been Paid in Full or (y) such Event of Default shall have been cured or waived, or (B) consented to by the Lender.

(c) Except as otherwise set forth in Sections 3(a) and (b) above, any Obligor is permitted to pay, and any Subordinated Creditor is entitled to receive, any payment or prepayment of principal, interest or otherwise on the Subordinated Debt to the extent permitted by the Credit Agreement.

Section 4. In Furtherance of Subordination. Each Subordinated Creditor agrees as follows:

(a) If any proceeding referred to in Section 3(a) above is commenced by or against any Obligor,

(i) the Lender is hereby irrevocably authorized and empowered (in its own name or in the name of each Subordinated Creditor or otherwise), but shall have no obligation, to demand, sue for, collect and receive every payment or distribution referred to in Section 3(a) and give acquittance therefor and to file claims and proofs of claim and take such other action (including, without limitation, voting the Subordinated Debt or enforcing any security interest or other lien securing payment of the Subordinated Debt) as it may deem necessary or advisable for the exercise or enforcement of any of the rights or interests of the Lender; and

(ii) the Subordinated Creditor shall duly and promptly take such action as the Lender may reasonably request (A) to collect the Subordinated Debt for the account of the Lender and to file appropriate claims or proofs or claim in respect of the Subordinated Debt, (B) to execute and deliver to the Lender such powers of attorney, assignments, or other instruments as the Lender may reasonably request in order to enable the Lender to enforce any and all claims with respect to, and any security interests and other liens securing payment of, the Subordinated Debt, and (C) to collect and receive any and all payments or distributions which may be payable or deliverable upon or with respect to the Subordinated Debt.

(b) In the event of any proceeding under any Debtor Relief Law involving any Obligor, each Subordinated Creditor may exercise any right it may otherwise have to:

(i) accelerate any of the Subordinated Debt; or

(ii) declare them prematurely due and payable or payable on demand; or

(iii) claim and prove in such proceeding for the Subordinated Debt owing to it.

(c) All payments or distributions upon or with respect to the Subordinated Debt which are received by each Subordinated Creditor contrary to the provisions of this Intercompany Subordination Agreement shall be received in trust for the benefit of the Lender and shall be promptly paid over to the Lender for the account of the Lender in the same form as so received (with any necessary indorsement) to be applied (in the case of cash) to, or held as collateral (in the case of non-cash property or securities) for, the payment or prepayment of the Senior Debt in accordance with the terms of the Credit Agreement.

(d) The Lender is hereby authorized to demand specific performance of this Intercompany Subordination Agreement, whether or not any Obligor shall have complied with any of the provisions hereof applicable to it, at any time when any Subordinated Creditor shall have failed to comply with any of the material provisions of this Intercompany Subordination Agreement applicable to it. Each Subordinated Creditor hereby irrevocably waives any defense based on the adequacy of a remedy at law, which might be asserted as a bar to such remedy of specific performance.

Section 5. Rights of Subrogation. Each Subordinated Creditor agrees that no payment or distribution to the Lender pursuant to the provisions of this Intercompany Subordination Agreement shall entitle such Subordinated Creditor to, directly or indirectly, exercise any right of subrogation in respect thereof until the Payment in Full of the Senior Debt. If any amounts are paid to any Subordinated Creditor in violation of the foregoing limitations, then such amounts shall be held in trust for the benefit of the Lender and shall promptly be paid to the Lender to reduce the amount of the Senior Debt, whether matured or unmatured.

Section 6. Obligations Hereunder Not Affected. All rights and interests of the Lender hereunder, and all agreements and obligations of each Subordinated Creditor and each Obligor under this Intercompany Subordination Agreement, shall remain in full force and effect irrespective of:

(a) any amendment, extension, renewal, compromise, discharge, acceleration or other change in the time for payment or the terms of the Senior Debt or any part thereof (other than, in each case, the Payment in Full of the Senior Debt);

(b) any taking, holding, exchange, enforcement, waiver, release, failure to perfect, sell or otherwise dispose of any security for payment of any Guarantee or any Senior Debt;

(c) the application of security and directing the order or manner of sale thereof as the Lender in their sole discretion may determine;

(d) the release or substitution of one or more of any endorsers or other guarantors of any of the Senior Debt;

(e) the taking of, or failure to take any action which might in any manner or to any extent vary the risks of any Obligor or which might operate as a discharge of such Obligor;

(f) any defense arising by reason of any disability, change in corporate existence or structure or other defense (other than a defense of Payment in Full) of any Obligor or a Subordinated Creditor, the cessation from any cause whatsoever (including any act or omission of the Lender) of the liability of such Obligor or a Subordinated Creditor;

(g) any defense based on any claim that such Obligor's or Subordinated Creditor's obligations exceed or are more burdensome than those of any Obligor or any other subordinated creditor, as applicable;

(h) the benefit of any statute of limitations affecting such Obligor's or Subordinated Creditor's liability hereunder;

(i) any right to proceed against any Obligor, proceed against or exhaust any security for the Senior Debt, or pursue any other remedy in the power of the Lender, whatsoever;

(j) any benefit of and any right to participate in any security now or hereafter held by the Lender, and

(k) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties.

Section 7. Amendments, Etc. No amendment or waiver of any provision of this Intercompany Subordination Agreement, and no consent to any departure by any Subordinated Creditor or any Obligor herefrom, shall in any event be effective unless the same shall be in writing and signed by such Obligor and each Subordinated Creditor and the Lender.

Section 8. Releases; Termination. .

(a) Notwithstanding any provision of this Intercompany Subordination Agreement to the contrary, in connection with a sale or other disposition of all the equity interests of any Subordinated Creditor (other than to the Borrower or any Subsidiary) permitted under the Credit Agreement or any other transaction or occurrence permitted under the Credit Agreement as a result of which such Subordinated Creditor ceases to be a Subsidiary of the Borrower, the Lender shall, upon receipt from the Borrower of a written request for the release of such Subordinated Creditor from its obligations hereunder, identifying such Subordinated Creditor, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement, at the sole cost and expense of the Borrower, execute, acknowledge and deliver (without recourse and without representation or warranty) to the Borrower and such Subordinated Creditor such releases, instruments or other documents and do or cause to be done all other acts, as the Borrower or such Subordinated Creditor shall reasonably request to evidence or effect the release of such Subordinated Creditor from its obligations hereunder (if any). For the avoidance of doubt, upon such sale or other disposition or other transaction or occurrence, the Subordinated Debt of the Subordinated Creditor shall cease to be subject to the provisions of Sections 2 and 3 of this Intercompany Subordination Agreement.

(b) This Intercompany Subordination Agreement shall terminate upon the Payment in Full of the Senior Debt. The Lender shall, upon request from the Borrower, at the sole cost and expense of the Borrower, execute, acknowledge and deliver (without recourse and without representation or warranty) to the Borrower such releases, instruments or other documents and do or cause to be done all other acts, as the Borrower shall reasonably request to evidence or effect such termination.

Section 9. No Waiver; Remedies; Conflict of Terms. No failure to exercise and no delay in exercising, on the part of the Lender, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. In the event of any conflict between the terms of this Intercompany Subordination Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

Section 10. Joinder.

(a) If any Subsidiary that is not a Loan Party makes any loan to or grants any credit to or makes any other financial arrangement having similar effect, in each case, constituting Subordinated Debt with any Obligor, the Borrower shall cause the Subsidiary giving such loan, granting that credit or making that other financial arrangement (if not already a party hereunder as a Subordinated Creditor) to accede to this Intercompany Subordination Agreement as a Subordinated Creditor pursuant to clause (b) hereof.

(b) Upon execution and delivery after the date hereof by any Subsidiary of a joinder agreement in substantially the form of Exhibit A hereto, each such Subsidiary shall become an Obligor and/or a Subordinated Creditor, as applicable, hereunder with the same force and effect as if originally named as an Obligor or a Subordinated Creditor, as applicable, hereunder. The rights and obligations of each Obligor and each Subordinated Creditor hereunder shall remain in full force and effect notwithstanding the addition of any new Obligor or Subordinated Creditor as a party to this Intercompany Subordination Agreement.

Section 11. Counterparts; Electronic Execution. This Intercompany Subordination Agreement may be executed by one or more of the parties to this Intercompany Subordination Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Intercompany Subordination Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” and words of like import in this Intercompany Subordination Agreement 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 New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act..

Section 12. Governing Law; Jurisdiction; Etc.

THE VALIDITY, PERFORMANCE AND ENFORCEMENT OF THIS INTERCOMPANY SUBORDINATION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Each party hereto hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Intercompany Subordination Agreement or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives, to the maximum extent not prohibited by law, any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to any Obligor, any Subordinated Creditor or the Lender, as the case may be, at the address specified in the Credit Agreement;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this subsection any consequential or punitive damages.

EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS INTERCOMPANY SUBORDINATION AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, each Subordinated Creditor, the Borrower and each other Obligor have caused this Intercompany Subordination Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

OBLIGORS AND SUBORDINATED CREDITORS:

EDGIO, INC.

By: _____
Name:
Title:

[ADDITIONAL SUBSIDIARIES]

By: _____
Name:
Title:

Agreed and acknowledged as of the date Above written:

LYNROCK LAKE MASTER FUND LP,
as the Lender

By: _____
Name:
Title:

Additional Obligor and/or Subordinated Creditor Form of Joinder

This JOINDER AGREEMENT, dated as of _____, 202__(this "Joinder"), is delivered pursuant to that certain Intercompany Subordination Agreement, dated as of [____], 2023 (as the same may from time to time be amended, restated, amended and restated, supplemented or otherwise modified, the "Intercompany Subordination Agreement"), among EDGIO, INC., a Delaware corporation, the other Subordinated Creditors and Obligors from time to time party thereto and LYNROCK LAKE MASTER FUND LP. All capitalized terms not defined herein shall have the respective meanings ascribed to them in the Intercompany Subordination Agreement.

(a) Joinder in the Intercompany Subordination. The undersigned hereby agrees that on and after the date hereof, it shall be [an "Obligor"] [and] [a "Subordinated Creditor"] under, and as defined in, the Intercompany Subordination Agreement, and hereby assumes and agrees to perform all of the obligations of [an Obligor] [and] [a Subordinated Creditor] thereunder and agrees that it shall comply with and be fully bound by the terms of the Intercompany Subordination Agreement as if it had been a signatory thereto as of the date thereof; provided that the representations and warranties made by the undersigned thereunder shall be deemed true and correct as of the date of this Joinder.

(b) Unconditional Joinder. The undersigned acknowledges that its obligations as a party to this Joinder are unconditional and are not subject to the execution of one or more Joinders by other parties. The undersigned further agrees that it has joined and is fully obligated as [an Obligor] [and] [a Subordinated Creditor] under the Intercompany Subordination Agreement.

(c) Incorporation by Reference. All terms and conditions of the Intercompany Subordination Agreement are hereby incorporated by reference in this Joinder as if set forth in full.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Joinder as of the day and year first above written.

[_____]

By: _____
Name:
Title:

EXHIBIT H

THE TERM LOANS ISSUED PURSUANT TO THE CREDIT AGREEMENT REFERRED TO BELOW WERE ISSUED WITH "ORIGINAL ISSUE DISCOUNT" FOR PURPOSES OF SECTION 1271 ET SEQ. OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED FROM TIME TO TIME. BEGINNING NO LATER THAN 10 DAYS AFTER THE EFFECTIVE DATE, A LENDER MAY OBTAIN THE ISSUE PRICE AND ISSUE DATE OF THE LOANS, THE AMOUNT OF ORIGINAL ISSUE DISCOUNT ON THE LOANS AND THE YIELD TO MATURITY OF THE LOANS BY SUBMITTING A WRITTEN REQUEST FOR SUCH INFORMATION TO [ADDRESS] (Telephone Number: [_____]; Facsimile Number: [_____]).

FORM OF TERM LOAN NOTE

EDGIO, INC.

THIS TERM LOAN NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS AND PROVISIONS OF THE CREDIT AGREEMENT REFERRED TO BELOW. TRANSFERS OF THIS TERM LOAN NOTE AND THE OBLIGATIONS REPRESENTED HEREBY MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE LENDER PURSUANT TO THE TERMS OF SUCH CREDIT AGREEMENT.

$[ ] [City, State]
[*insert Closing Date*]

FOR VALUE RECEIVED, the undersigned, **EDGIO, INC.**, a Delaware corporation (the "***Borrower***"), hereby unconditionally promises to pay to **LYNROCK LAKE MASTER FUND LP** (the "***Lender***") at the Funding Office specified in the Credit Agreement (as hereinafter defined) in Dollars and in immediately available funds, the principal amount of (a) [seventy-nine million and six hundred thousand] dollars ($[ ]), or, if less, (b) the aggregate unpaid principal amount of the Term Loans made by the Lender pursuant to the Credit Agreement referred to below. The principal amount hereof shall be paid in the amounts and on the dates specified in Section 2.3 of the Credit Agreement. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time outstanding at the rates and on the dates specified in the Credit Agreement.

The holder of this Term Loan Note (this "***Note***") is authorized to indorse on the schedules annexed hereto and made a part hereof or on a continuation thereof which shall be attached hereto and made a part hereof the date, the amount of the Term Loan and the date and amount of each payment or prepayment of principal with respect thereto. Each such indorsement shall constitute *prima facie* evidence of the accuracy of the information indorsed. The failure to make any such indorsement or any error in any such indorsement shall not affect the obligations of the Borrower in respect of the Term Loan.

This Note (a) is the Term Loan Note referred to in that certain Credit Agreement, dated as of November 14, 2023, entered into by and among the Borrower and **LYNROCK LAKE MASTER FUND LP**, as the Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "***Credit Agreement***"), (b) is subject to the provisions of the Credit Agreement, and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Credit Agreement. This Note is secured and guaranteed as provided in the Loan Documents. Reference is hereby made to the Loan Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and the guarantees, the terms and conditions upon which the security interests and each guarantee were granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence and during the continuance of any one or more Events of Default, all principal and all accrued interest then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided in the Credit Agreement.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, indorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the respective meanings given to them in the Credit Agreement.

THIS NOTE WAS ISSUED WITH "ORIGINAL ISSUE DISCOUNT" AS DEFINED IN SECTION 1273 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. INFORMATION REGARDING THE AMOUNT OF ORIGINAL ISSUE DISCOUNT, THE ISSUE PRICE, THE ISSUE DATE AND THE YIELD TO MATURITY MAY BE OBTAINED BY WRITING TO THE NOTICE ADDRESS FOR EDGIO, INC. PURSUANT TO SECTION 10.2 OF THE CREDIT AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE CREDIT AGREEMENT, THIS NOTE MAY NOT BE TRANSFERRED.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

BORROWER:

EDGIO, INC.

By: _____
Name: _____
Title: _____

LOANS AND REPAYMENTS OF TERM LOANS

Date	Amount of Term Loans	Amount of Principal of Term Loans Repaid	Unpaid Principal Balance of Term Loans	Notation Made By

EXHIBIT I

FORM OF PERFECTION CERTIFICATE

(*Please see attached form*)

PERFECTION CERTIFICATE

November 14, 2023

Reference is hereby made to (i) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and between Edgio, Inc., a Delaware corporation (the "*Borrower*"), and Lynrock Lake Master Fund LP (the "*Lender*") and (ii) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and among the Borrower, the other Grantors referred to therein and the Lender. Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable.

As used herein, the term "*Companies*" means each of the Borrower and the Grantors.

As of the date hereof, after giving effect to the Transactions, the undersigned hereby certifies to the Lender, on behalf of itself and the other Companies, as follows:

1. Names. (a) The exact legal name of each Company, as such name appears in its respective Organizational Documents filed with the Secretary of State (or other comparable filing office) of such Company's jurisdiction of organization is set forth in Schedule 1(a). Each Company is the type of entity disclosed next to its name in Schedule 1(a). Also set forth in Schedule 1(a) is the organizational identification number, if any, of each Company, the Federal Taxpayer Identification Number (or other comparable identification number), if any, of each Company, the jurisdiction of organization of each Company and the applicable office for the filing of a financing statement, or a similar document, for each Grantor.

(b) Set forth in Schedule 1(b) hereto is any other legal name that any Company has had in the past five years, together with the date of the relevant change.

(c) Set forth in Schedule 1(c) is a list of each trade name or assumed name, if any, used by each Company during the past five years.

(d) Set forth in Schedule 1(d) is a list of the information required by Section 1(a) of this certificate for any other Person (i) to which each Company became the successor by merger, consolidation or acquisition or (ii) that has been liquidated into, or transferred all or substantially all of its assets to, any Company, at any time within the past five years preceding the date hereof.

(e) Except as set forth in Schedule 1(e), no Company has changed its jurisdiction of organization or form of entity at any time during the past five years.

(f) Except as set forth in Schedule 1(f), no Company is (i) a "transmitting utility" (as defined in Section 9-102(a)(80) of the UCC), (ii) primarily engaged in farming operations (as defined in Section 9-102(a)(35)), (iii) a trust, (iv) a foreign air carrier within the meaning of the federal aviation act of 1958, as amended or (v) a branch or agency of a bank which bank is not organized under the law of the United States or any state thereof.

2. Locations. (a) The address of each Company's chief executive office is accurately disclosed in Schedule 2(a) hereto.

(b) Set forth in Schedule 2(b) are all locations where each Company maintains any books or records relating to any Collateral.

(c) Set forth in Schedule 2(c) hereto are all locations where any Company owns any real property, and the approximate book value for such real property.

(d) Set forth in Schedule 2(d) hereto are all locations where any Company leases any real property, and the name and address of the applicable landlord.

(e) Set forth in Schedule 2(e) hereto are the names of all Persons (other than each Company), such as lessees, consignees, bailees, warehousemen, purchasers of chattel paper or other third parties which have or are intended to have possession or control of any of the Collateral, and the addresses of locations where such Collateral is held.

3. Stock or Share Ownership and Other Equity Interests. Attached hereto as Schedule 3 is a true and correct list of all of the issued and outstanding stock or share, partnership interests, limited liability company membership interests or other equity interests owned by each Company (including any equity investment that represents 50% or less of the equity of entity in which such investment was made), the issuers and owner of such stock or share, partnership interests, membership interests or equity interests, and the ownership percentage and pledged percentage of such issued and outstanding stock or share, partnership interests, membership interests or other equity interests represented thereby.

4. Instruments and Tangible Chattel Paper. Attached hereto as Schedule 4 is a true and correct list of all promissory notes, Instruments and Tangible Chattel Paper, if any, of each Company, and all intercompany notes between or among any two or more Companies including the names of the obligors, amounts owing, due dates and other material information.

5. Assignment of Claims Act. Attached hereto as Schedule 5 is a true and correct list of all written contracts between any Company and the United States government or any department or agency thereof, setting forth the contract number, name and address of contracting officer (or other party to whom a notice of assignment under the Assignment of Claims Act should be sent), contract start date and end date, agency with which the contract was entered into, and a description of the contract type.

6. Mortgage Filings. Attached hereto as Schedule 6 is a schedule setting forth, with respect to each mortgaged property (other than any Excluded Asset), (a) the exact name of the person that owns such property as such name appears in its certificate of incorporation or other organizational document and, (b) the filing office in which a mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

7. Intellectual Property. Attached hereto as Schedule 7 is a schedule setting forth all of each Company's Registered IP and all material unregistered Copyrights, in each case owned by such Company in its own name, including jointly with others, on the date hereof and IP Licenses to which such Company is a party.

8. Commercial Tort Claims. Attached hereto as Schedule 8 is a true and correct list of all Commercial Tort Claims of each Company, if any, including a brief description thereof.

9. Letter-of-Credit Rights. Attached hereto as Schedule 9 is a true and correct list of all Letter-of-Credit Rights of each Company, if any.

10. Deposit; Securities; Commodities Accounts. Attached hereto as Schedule 10 is a true and correct list of all Deposit, Securities and Commodities Accounts, if any, maintained by each Company, which list includes for each such account the name of the Company maintaining such account, the name of the financial or other institution at which such account is maintained, the account number of such account, the purpose of such account and whether such account constitutes an Excluded Account.

11. Insurance. Attached hereto as Schedule 11 is a true and correct list of all insurance policies and insurance contracts (and insurance Receivables arising thereunder) which list includes for each such policy the name and address of the insurers of the relevant policy, the type of the policy, the date of the policy and the policy value.

12. Unusual Transaction. Except as set forth on Schedule 12, attached hereto, all of the property and assets of each Company pledged as Collateral has been originated by each Company in the ordinary course of its business or consist of goods which have been acquired by each Company in the ordinary course from a person in the business of selling goods of that kind.

13. Acknowledgment

The undersigned acknowledges that this Perfection Certificate is provided in connection with the Credit Agreement and that the Lender will rely upon the information contained herein. The undersigned further acknowledges and agrees that the information contained herein shall be deemed to be a representation and warranty under the Credit Agreement, and that any material misstatements or material omissions contained herein may constitute a default under the Credit Agreement.

The Borrower undertakes to notify the Lender of any change or modification to any of the foregoing information occurring prior to the Closing Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, we have hereunto signed this Perfection Certificate as of the date first written of above.

EDGIO, INC.

By: _____
Name:
Title:

[SIGNATURE PAGE TO PERFECTION CERTIFICATE]

Schedule 1(a)

LEGAL NAMES

Company Name	Type of Entity	Jurisdiction of Organization	Applicable Filing Office	Organizational ID Number	Federal Taxpayer Identification Number

Schedule 1(b)

PRIOR ORGANIZATIONAL NAMES

Schedule 1(c)

TRADE OR ASSUMED NAMES

Schedule 1(d)

CHANGES IN CORPORATE IDENTITY

Schedule 1(e)

CHANGES IN JURISDICTION OR FORM

Schedule 1(f)

TRANSMITTING UTILITIES

Schedule 2(a)

CHIEF EXECUTIVE OFFICES

Company Name	Address of Chief Executive Office

Schedule 2(b)

LOCATION OF BOOKS AND RECORDS

Schedule 2(c)

OWNED REAL PROPERTY

Schedule 2(d)

LEASED REAL PROPERTY

Company Name	Address/City/State/Zip Code	Name and Address of Landlord

Schedule 2(e)

THIRD PARTY LOCATIONS OF EQUIPMENT AND INVENTORY

Company	Service Provider	Outside Locations

Schedule 3

EQUITY INTERESTS OF COMPANIES AND SUBSIDIARIES

Schedule 4

PROMISSORY NOTES, INSTRUMENTS AND TANGIBLE CHATTEL PAPER

Schedule 5

GOVERNMENT CONTRACTS

Schedule 6

MORTGAGE FILINGS

Schedule 7

INTELLECTUAL PROPERTY (PATENTS, TRADEMARKS, COPYRIGHTS AND DOMAIN NAMES)

Patents

Patent Licenses

Trademarks and Trademark Applications

Trademark Licenses

Copyrights

Copyright Licenses

Domain Names

Schedule 8

COMMERCIAL TORT CLAIMS

Schedule 9

LETTER-OF-CREDIT RIGHTS

Schedule 10

DEPOSIT; SECURITIES; COMMODITIES ACCOUNTS

Company Name	Name of Financial Institution	Account Number	Account Type	Excluded Account (Y/N)

Schedule 11

INSURANCE

Company Name	Name of Insurer	Policy Type	Policy Date	Policy Number	Value

Schedule 12

UNUSUAL TRANSACTIONS

EXHIBIT J

FORM OF NOTICE OF BORROWING

EDGIO, INC.

Date:_____

TO: LYNROCK LAKE MASTER FUND LP

RE: Credit Agreement, dated as of November 14, 2023, entered into by and among **EDGIO, INC.**, a Delaware corporation (the "***Borrower***"), and **LYNROCK LAKE MASTER FUND LP** (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "***Credit Agreement***"). Capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Credit Agreement.

Ladies and Gentlemen:

The undersigned refers to the Credit Agreement and hereby gives you irrevocable notice, pursuant to Section 2.2 of the Credit Agreement, of the borrowing of a Term Loan.

1. The requested Borrowing Date, which shall be a Business Day, is_____.

2. The aggregate amount of the requested Term Loan is $_____.

3. The undersigned hereby directs the Lender to disburse the proceeds from the Term Loans to be made on the Closing Date, and any other funds described and as set forth in the Sources and Uses/Funds Flow attached hereto as Exhibit A.

4. The undersigned, in his/her capacity as a Responsible Officer of the Borrower and not in his/her individual capacity, hereby certifies on behalf of the Borrower that the following statements are true on the date hereof, and will be true on the date of the proposed Term Loan borrowing contemplated hereunder before and after giving effect thereto, and to the application of the proceeds therefrom, as applicable:

(a) each representation and warranty of each Loan Party contained in any Loan Document (i) to the extent qualified by materiality, is true and correct, and (ii) to the extent not qualified by materiality, is true and correct in all material respects, in each case, on and as of the date hereof as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date; and

(b) no Default or Event of Default exists or will occur after giving effect to the extensions of credit requested herein.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned has caused this notice to be duly executed and delivered by its proper and duly authorized officer as of the day and year first written above.

EDGIO, INC.,
as Borrower

By: _____

Name: _____

Title: _____

Exhibit 10.2

Execution Version

EXCHANGE AGREEMENT

This Exchange Agreement (this "Agreement") is made and entered into as of this 14th day of November, 2023, by and between Edgio, Inc., a Delaware corporation formerly known as Limelight Networks, Inc. (the "Company"), and Lynrock Lake Master Fund LP (the "Noteholder"). The Company and the Noteholder are collectively referred to herein as the "Parties" and individually as a "Party" as the context may require. Capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the New Secured Notes Indenture (as defined below).

RECITALS

WHEREAS, reference is made to that certain Indenture, dated as of July 27, 2020 (the "Existing Indenture"), by and between the Company, as issuer thereunder, and U.S. Bank Trust Company, National Association (formerly U.S. Bank National Association), as trustee (the "Existing Trustee") and collateral agent, pursuant to which the Company issued $125,000,000 aggregate principal amount of 3.50% Convertible Senior Unsecured Notes due 2025 (the "Existing Notes");

WHEREAS, on the Closing Date (as defined below), on the terms and subject to the conditions set forth herein, the Noteholder desires to exchange (the "Exchange") $118,870,000 aggregate principal amount of Existing Notes (the "Noteholder's Notes") for the Company's newly issued senior secured convertible notes due 2027 (the "New Secured Notes") issued pursuant to the New Secured Notes Indenture (defined below) in the principal amount of $118,870,000;

WHEREAS, the New Secured Notes will be issued pursuant to an indenture to be entered into on the Closing Date (the "New Secured Notes Indenture"), attached as Exhibit A hereto, by and among the Company, as issuer, and the subsidiary guarantors ("Subsidiary Guarantors") thereunder, U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and U.S. Bank Trust Company, National Association, as collateral agent (the "Collateral Agent");

WHEREAS, the New Secured Notes will be delivered to the Noteholder through the facilities of The Depository Trust Company ("DTC"); and

WHEREAS, on the Closing Date, the Company is entering into that certain Credit Agreement, dated as of the date hereof (the "Credit Agreement"), by and between the Company, as borrower, certain of its subsidiaries, as guarantors, and Lynrock Lake Master Fund LP, as lender (the "Lender"), whereby the Lender shall make certain term loans in an aggregate principal amount of $79,472,175 to the Company.

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

ARTICLE I
Exchange

Section 1.1 Exchange of the Existing Notes. On the terms and subject to the satisfaction of the conditions set forth in this Agreement, the Company and the Noteholder agree to consummate the Exchange and certain of the transactions contemplated hereby on the Closing Date as follows:

(a) Noteholder Exchange. Promptly following the completion of Company Delivery (as defined below) and the Final Interest Payment (as defined below), the Noteholder shall surrender, transfer and deliver to the Existing Trustee for cancellation the Noteholder's Notes in accordance with the terms of the Existing Indenture through the one-sided Deposit/Withdrawal at Custodian procedures of DTC (and the Company shall promptly effect such cancellation), together with all right, title and interest to the Existing Notes (the "Noteholder Delivery") from the DTC Participant(s) specified in the Exchanging Noteholder Instructions attached as Exhibit B hereto (the "Exchanging Noteholder Instructions"). Such transfer of Existing Notes shall be made solely in exchange for the following:

(i) On the Closing Date, the Company shall issue and deliver to the Noteholder the New Secured Notes in the principal amount of $118,870,000 through the one-sided Deposit/Withdrawal at Custodian procedures of DTC to the DTC Participant(s) specified in the Exchanging Noteholder Instructions (the "Company Delivery").

(ii) The Company shall make a cash payment directly to the Noteholder equal to the accrued and unpaid interest in respect of the principal amount of Existing Notes so exchanged from, and including, the most recent date on which interest thereon was paid, to, but not including, the Closing Date (to be calculated in accordance with the Existing Indenture), which amount shall be paid in accordance with the wire instructions included in the Exchanging Noteholder Instructions (the "Final Interest Payment").

Section 1.2 Closing. The closing of the Exchange (the "Closing") is anticipated to take place on the date hereof after the satisfaction (or waiver by the Noteholder or the Company, as applicable) of the conditions set forth in Section 1.3(a) and 1.3(b) below at the offices of Milbank LLP, counsel to the Company, or on such other date or dates and at such other place as the Parties may agree in writing (the "Closing Date"). To the extent the Noteholder Delivery is delayed as a result of procedures and mechanics of DTC, Noteholder's brokers, custodians or other nominees or other events beyond the Noteholder's control, such delay will not be a breach of this Agreement so long as the Holder is using commercially reasonable efforts to effect the Noteholder Delivery. The transactions set forth in Section 1.1 shall be deemed to take place concurrently with each other at the Closing.

Section 1.3 Conditions to Closing.

(a) Obligations of the Noteholder. The obligation of the Noteholder hereunder to consummate the Exchange and the transactions contemplated hereby at the Closing is subject to the satisfaction, at or before the Closing, of each of the following conditions; *provided*, that these conditions are for the Noteholder's sole benefit and may be waived by the Noteholder at any time in its sole discretion by providing the Company with prior written notice thereof:

(i) Transaction Documents. This Agreement, the New Secured Notes Indenture, the New Secured Notes, the Intercreditor Agreement, and the Credit Agreement, shall have been duly and validly authorized, executed and delivered by all of the parties thereto.

(ii) Opinion. The Noteholder shall have received a written opinion of Milbank LLP, counsel to the Company, (A) dated the date hereof, (B) addressed to the Noteholder and (C) in form and substance reasonably satisfactory to the Noteholder.

(iii) Collateral. Other than in respect of deliverables permitted to be provided after the date hereof pursuant to this Agreement and the New Secured Notes Indenture, the Noteholder shall have received:

(A) from the Company and the Grantors thereto, the Security Agreement (the "Security Agreement"), attached as Exhibit C hereto, and each other Security Document to be executed as of the date hereof duly executed and delivered on behalf of such person; and

(B) all documents and instruments, including Uniform Commercial Code or other applicable personal property and financing statements, reasonably requested by the Noteholder to be filed, registered or recorded to create the liens intended to be created by any security document and perfect such liens to the extent required by, and with the priority required by, such security document shall have been delivered to the Noteholder for filing, registration or recording and none of the collateral shall be subject to any other pledges, security interests or mortgages, except for liens permitted under the New Secured Notes Indenture.

(iv) [RESERVED.]

(v) Existing Notes. The Company shall have segregated proceeds for the purpose of repurchasing all $6,130,000 aggregate principal amount of Existing Notes currently outstanding that are not held by the Noteholder (the "Other Existing Notes") on the Fundamental Change Repurchase Date at a price of par plus accrued and unpaid interest as of the Fundamental Change Repurchase Date.

(vi) Support Agreements. The Company shall have entered into a support agreement with College Top Holdings, Inc., in form and substance reasonably acceptable to the Noteholder, and the Company will use reasonable best efforts to enter into additional support agreements, in form and substance reasonably acceptable to the Noteholder, with every executive officer, director and 10% stockholder of the Company (the "Other Insider Investors"), pursuant to which College Top Holdings, Inc. and the Other Insider Investors agree to support all of the Shareholder Approval Matters (as defined in the Credit Agreement).

(vii) Appointments. The Company shall have made the appointments required under Section 2 of Schedule A hereto.

(viii) Representations, Warranties and Agreements; No Default. (A) The representations and warranties of the Company contained in Article III hereof are true and correct, in the case of representations and warranties which are qualified as to materiality, and true and correct in all material respects, in the case of representations and warranties that are not so qualified, and (B) the Company has complied in all material respects with all of their agreements set forth herein, in the Security Agreement to be performed or satisfied at or prior to the Closing Date, and (C) no event of default has occurred and is continuing under the Existing Indenture or the New Secured Notes Indenture.

(ix) Fees. All reasonable and documented out-of-pocket fees and expenses of the Noteholder for which invoices have been presented (including the reasonable and documented fees and expenses of legal counsel for the Noteholder) shall have been paid by the Company.

(x) Secretary's Certificate. The Noteholder shall have received a certificate of each of the Company, the Subsidiary Guarantors, and each Grantor party to the Security Agreement (collectively, the "Company Parties", and each, a "Company Party"), dated as of the Closing Date and executed by the Secretary (or other senior officer) of each Company Party with appropriate insertions and attachments (the "Secretary's Certificate"), including:

(i) a copy of the certificate of formation or incorporation, as applicable, including all amendments thereto, of each Company Party;

(ii) the relevant board (and/or, if applicable, shareholders') resolutions or written consents of each Company Party adopted by such Company Party for the purposes of authorizing the execution, delivery and performance, as applicable, of the Security Agreement, the other Security Documents, this Agreement, the Credit Agreement, the Loan Documents (as defined in the Credit Agreement), the New Secured Notes Indenture, and the New Secured Notes issued on the Closing Date (collectively, the "Documents");

(iii) a certificate of each representative of each Company Party authorized to execute the Documents on behalf of such Company Party as to the names, titles, incumbency and specimen signature of each representative executing the Documents; and

(iv) a certificate as to the good standing of each Company Party as of not more than thirty (30) days prior to the Closing Date from such Secretary of State, and, if applicable, certificates of foreign qualification for each Company Party from each jurisdiction where the failure to be qualified or in good standing could reasonably be expected to have a Material Adverse Effect (as defined in the Credit Agreement).

(xi) Officer's Certificate. The Noteholder shall have received a certificate of an officer of the Company, certifying that (A) the representations and warranties of the Company contained in Article III hereof are true and correct, in the case of representations and warranties which are qualified as to materiality, and true and correct in all material respects, in the case of representations and warranties that are not so qualified, and (B) the Company and the Subsidiary Guarantors have complied in all material respects with all of their agreements set forth herein and in the Documents to be performed or satisfied at or prior to the Closing Date, and (C) no event of default has occurred or is continuing under the Existing Indenture or the New Secured Notes Indenture.

(xii) No Prohibitions. No statute, rule, regulation, executive order, decree, temporary restraining order, preliminary or permanent injunction or other order enacted, entered, promulgated, enforced or issued by any federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, or other legal restraint or prohibition shall be in effect preventing the consummation by the Company or the Noteholder, as applicable, of the Exchange, the issuance of the New Secured Notes or the other transactions hereby intended to be consummated on the Closing Date.

(xiii) Company Delivery and Final Interest Payment. The Company shall have completed the Company Delivery and the Final Interest Payment in accordance with Sections 1.1(a)(i) and 1.1(a)(ii).

(b) Obligations of the Company. The obligation of the Company hereunder to consummate the Exchange and the transactions contemplated hereby at the Closing is subject to the satisfaction, at or before the Closing, of each of the following conditions; *provided*, that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion by providing the Noteholder with prior written notice thereof:

(i) Transaction Documents. This Agreement, the New Secured Notes Indenture, the New Secured Notes, the Intercreditor Agreement and the Credit Agreement, shall have been duly and validly authorized, executed and delivered by all of the parties thereto.

(ii) Representations and Warranties. The representations and warranties of the Noteholder contained in Article II hereof are true and correct, in the case of representations and warranties which are qualified as to materiality, and true and correct in all material respects, in the case of representations and warranties that are not so qualified.

(iii) No Prohibitions. No statute, rule, regulation, executive order, decree, temporary restraining order, preliminary or permanent injunction or other order enacted, entered, promulgated, enforced or issued by any Federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, or other legal restraint or prohibition shall be in effect preventing the consummation by the Company or the Noteholder, as applicable, of the Exchange, the issuance of the New Secured Notes or the other transactions hereby intended to be consummated on the Closing Date.

(iv) Delivery of Existing Notes. The Noteholder shall have completed the Noteholder Delivery in accordance with Section 1.1(a) in one or more settlements.

ARTICLE II
Representations and Warranties of the Noteholder

The Noteholder hereby makes the following representations and warranties:

Section 2.1 Organization; Requisite Authority. The Noteholder is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. The Noteholder possesses all requisite power and authority necessary to consummate the Exchange and the transactions contemplated by this Agreement and to transfer the Existing Notes to the Company.

Section 2.2 Authorization. The execution, delivery and performance of this Agreement have been duly authorized by the Noteholder. This Agreement, when executed and delivered by the Noteholder in accordance with the terms hereof, shall constitute a valid and binding obligation of the Noteholder, enforceable against the Noteholder in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting creditors' rights generally and by general equitable principles.

Section 2.3 Broker's Fees. The Noteholder has not retained or authorized any investment banker, broker, finder or other intermediary to act on behalf of the Noteholder or incurred any liability for any banker's, broker's or finder's fees or commissions in connection with the transactions contemplated by this Agreement.

Section 2.4 Ownership. The Noteholder is the beneficial owner of the Noteholder's Notes, and the Noteholder is entitled to any and all accrued and unpaid interest thereon. Upon the Noteholder Delivery, in consideration of the Company Delivery and the Final Interest Payment, pursuant to this Agreement, good and valid title to the Existing Notes owned by the Noteholder will pass to the Company, free and clear of any liens, claims, encumbrances, security interests, options or charges of any kind.

Section 2.5 Qualified Institutional Buyer; Accredited Investor. The Noteholder is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act and an "accredited investor" as defined in Rule 501(a) under the Securities Act.

Section 2.6 No Affiliates. The Noteholder is not, or has not been at any time during the consecutive three-month period preceding the date hereof, a director, officer or "affiliate" within the meaning of Rule 144 promulgated under the Securities Act (an "Affiliate") of the Company. The Noteholder will beneficially own as of the Closing Date (but without giving effect to the Exchange) (a) less than 5% of the outstanding common stock, par value $0.001 per share, of the Company (the "Common Shares") and (b) less than 5% of the aggregate number of votes that may be cast by holders of those outstanding securities of the Company that entitle the holders thereof to vote generally on all matters submitted to the Company's stockholders for a vote. The Noteholder is not a subsidiary, or, to its knowledge, otherwise closely-related to any director or officer of the Company (each such director, officer or beneficial owner, a "Related Party").

Section 2.7 No Prohibited Transactions. The Noteholder has not, directly or indirectly, and no person acting on behalf of or pursuant to any understanding with it has, engaged in any transactions in the securities of the Company (including, without limitation, any Short Sales (as defined below) involving any of the Company's securities) since the time that the Noteholder was first contacted by the Company or any other person regarding the Exchange, this Agreement or an investment in the New Secured Notes or the Company. The Noteholder covenants that neither it nor any person acting on its behalf or pursuant to any understanding with it will engage, directly or indirectly, in any transactions in the securities of the Company (including Short Sales) prior to the time the Exchange is publicly disclosed. "Short Sales" include, without limitation, all "short sales" as defined in Rule 200 of Regulation SHO promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, derivatives and similar arrangements (including on a total return basis), and sales and other transactions through non-U.S. broker-dealers or foreign regulated brokers. Solely for purposes of this Section 2.7, subject to the Noteholder's compliance with their respective obligations under the U.S. federal securities laws and the Noteholder's respective internal policies, (a) "Noteholder" shall not be deemed to include any employees, subsidiaries, desks, groups or Affiliates of the Noteholder that are effectively walled off by appropriate "Fire Wall" information barriers approved by the Noteholder's respective legal or compliance department (and thus such walled off parties have not been privy to any information concerning the Exchange), and (b) the foregoing representations and covenants of this Section 2.7 shall not apply to any transaction by or on behalf of an account that was effected without the advice or participation of the Noteholder.

Section 2.8 Compliance with Applicable Laws. The Noteholder will comply with all applicable laws and regulations in effect in any jurisdiction in which it acquires New Secured Notes pursuant to the Exchange and will obtain any consent, approval or permission required for such purchases, acquisitions or sales under the laws and regulations of any jurisdiction to which it is subject or in which it acquires New Secured Notes pursuant to the Exchange.

Section 2.9 Adequate Information; No Reliance. The Noteholder acknowledges and agrees on behalf of itself that (a) the Noteholder has been furnished with all materials it considers relevant to making an investment decision to enter into the Exchange and has had the opportunity to review the Company's filings and submissions with the SEC, including, without limitation, all information filed or furnished pursuant to the Exchange Act, and (b) the Noteholder has had a full opportunity to ask questions of the Company concerning the Company, its business, operations, financial performance, financial condition and prospects and the terms and conditions of the Exchange, all of which were answered to its satisfaction, (c) the Noteholder has had the opportunity to consult with its accounting, tax, financial and legal advisors to be able to evaluate the risks involved in the Exchange and to make an informed investment decision with respect to the Exchange, (d) the Noteholder (as applicable) has evaluated the tax and other consequences of the Exchange and ownership of the New Secured Notes with its tax, accounting or legal advisors, including the consequences to the Noteholder of the issuance of the New Secured Notes with significant original issue discount for U.S. Federal income tax purposes, (e) the Company is not acting as a fiduciary or financial or investment advisor to the Noteholder and (f) the Noteholder is not relying, and has not relied, upon any statement, advice (whether accounting, tax, financial, legal or other), representation or warranty made by the Company or any of their Affiliates or representatives, except for (i) the publicly available filings and submissions made by the Company with the SEC under the Exchange Act and (ii) the representations and warranties made by the Company in this Agreement and the Credit Agreement. The Noteholder is able to fend for itself in the Exchange; has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective investment in the New Secured Notes; has the ability to bear the economic risks of its prospective investment and can afford the complete loss of such investment; and acknowledges that investment in the New Secured Notes involves a high degree of risk.

Section 2.10 Mutually Negotiated Terms. The Noteholder acknowledges that the terms of the Exchange have been mutually negotiated between the Noteholder and the Company. The Noteholder has had a sufficient amount of time to consider whether to participate in the Exchange on behalf of its applicable accounts, and neither the Company, nor any of their respective Affiliates or agents, has placed any pressure on it to respond to the opportunity to participate in the Exchange.

Section 2.11 Acknowledgements. The Noteholder acknowledges and agrees on behalf of itself and the Noteholder that no public market exists for the New Secured Notes, and that there is no assurance that a public market will ever develop for the New Secured Notes. The Noteholder (a) acknowledges that neither the issuance of the New Secured Notes pursuant to the Exchange nor the issuance of Common Shares (the "Conversion Shares") upon exchange of any of the New Secured Notes has been registered or qualified under the Securities Act or any state securities laws, and the New Secured Notes and any Conversion Shares are being offered and sold in reliance upon exemptions provided in the Securities Act and state securities laws for transactions not involving any public offering and, therefore, cannot be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless they are subsequently registered and qualified under the Securities Act and applicable state laws or unless an exemption from such registration and qualification is available, and (b) is purchasing the New Secured Notes and any Conversion Shares for investment purposes only for its own account and not with any view toward a distribution thereof or with any intention of selling, distributing or otherwise disposing of the New Secured Notes or any Conversion Shares in a manner that would violate the registration requirements of the Securities Act. The Noteholder confirms to the Company that it has such knowledge and experience in business matters and that the Noteholder and the Noteholder is capable of evaluating the merits and risks of an investment in the New Secured Notes or the Conversion Shares and of making an informed investment decision and understands that (x) this investment is suitable only for an investor which is able to bear the economic consequences of losing its entire investment and (y) the purchase of the New Secured Notes and the Conversion Shares by the Noteholder is a speculative investment which involves a high degree of risk of loss of the entire investment. The Noteholder acknowledges that the New Secured Notes and any Conversion Shares will bear a legend to the effect that the Noteholder may not transfer any New Secured Notes or such Conversion Shares except (i) to a "qualified institutional buyer" within the meaning of and in accordance with Rule 144A, (ii) under any other available exemption from the registration requirements of the Securities Act, (iii) pursuant to a registration statement that has become effective under the Securities Act, or (iv) as otherwise specified in such legend.

Section 2.12 Taxpayer Information. The Noteholder agrees that it will deliver to the Company executed copies of IRS Form W-8IMY, accompanied by IRS Forms W-9, W-8ECI, W-8BEN or W-8BEN-E, as applicable (or any successor form), together with tax compliance certificate(s) sufficient to claim the benefits of the exemption for portfolio interest under Section 881(c) of the Code, including certifications that the relevant persons claiming such exemption are (x) not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Company within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" related to the Company as described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable (or any successor form).

Section 2.13 No Registration. The Noteholder understands that:

(i) the offer and sale of the New Secured Notes hereunder is not being registered under the Securities Act, and is being made privately pursuant to the private placement exemption from the registration requirements provided in Section 4(a)(2) of the Securities Act;

(ii) the Company is not and will not be registered as an investment company under the Investment Company Act (as defined below); and

(iii) in connection with the foregoing, the Company is relying on the representations, warranties and covenants of the Noteholder contained in this Agreement.

Section 2.14 Disclaimer of Other Representations and Warranties. Except as expressly set forth in this Agreement, any certificate or other instrument delivered pursuant hereto or pursuant to any registration rights agreement entered into by the Noteholder, the Noteholder makes no representation or warranty, express or implied, at law or in equity, in respect of the Noteholder, or any of its assets, liabilities or operations, and any such other representations or warranties are hereby expressly disclaimed.

ARTICLE III
Representations, Warranties and Covenants of the Company

The Company hereby makes the following representations and warranties:

Section 3.1 Representations and Warranties.

(i) The Company and each of the Subsidiary Guarantors has been duly incorporated or formed and is a validly existing limited liability company, corporation or other organization in good standing under the laws of the jurisdiction of its incorporation or formation, with power and authority (corporate, limited liability company, partnership or similar) to own its properties and conduct its business; and the Company and each of the Subsidiary Guarantors is duly qualified to do business as a foreign entity in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be duly qualified or in good standing would not individually or in the aggregate have a Material Adverse Effect.

(ii) The entities listed on Schedule B hereto will be the only direct or indirect subsidiaries of the Company on the Closing Date. Each subsidiary of the Company has been duly incorporated or formed and is an existing corporation or other entity in good standing under the laws of the jurisdiction of its incorporation or formation, with corporate, limited liability company, partnership or similar power and authority to own its properties and conduct its business; and each subsidiary of the Company is duly qualified to do business as a foreign corporation or other entity in good standing (in each case, to the extent such concept exists) in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be duly qualified or in good standing would not individually or in the aggregate have a Material Adverse Effect; all of the issued and outstanding capital stock or other ownership interests of each subsidiary of the Company has been duly authorized and validly issued and, in the case of any such corporation, is fully paid and nonassessable; and the capital stock or other ownership interests of each subsidiary owned by the Company, directly or through subsidiaries, is owned free from liens, encumbrances and defects except liens permitted by the New Secured Notes Indenture.

(iii) Each of the Company and Subsidiary Guarantors has all requisite corporate, limited liability company, partnership or similar, as applicable, power and authority to execute the New Secured Notes Indenture, the Security Agreement and the other Security Documents and carry out the transactions contemplated thereby and perform its obligations contemplated thereunder and the Company has all requisite corporate authority to execute the New Secured Notes and carry out the transactions contemplated thereby and perform its obligations contemplated thereunder. Each of the New Secured Notes Indenture, the Security Agreement and the other Security Documents has been duly authorized by the Company and the Subsidiary Guarantors; the New Secured Notes have been duly authorized by the Company; and when the New Secured Notes are issued, executed, delivered and paid for pursuant to this Agreement and when each of the New Secured Notes Indenture, the Security Agreement and the other Security Documents is executed

and delivered and the New Secured Notes are authenticated by the Trustee, the New Secured Notes Indenture, the Security Agreement and the other Security Documents will have been duly executed and delivered by the Company and the Subsidiary Guarantors, the New Secured Notes will have been duly executed, authenticated, issued and delivered and will be entitled to the benefits provided in the New Secured Notes Indenture, the Security Agreement and the other Security Documents and the New Secured Notes Indenture, the Security Agreement, the other Security Documents and the New Secured Notes will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equitable principles.

(iv) This Agreement has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equitable principles.

(v) Assuming the accuracy of the representations and warranties of the Noteholder made pursuant to Article II, no consent, approval, authorization or order of, or filing with, any governmental agency or body or any court is required (except as may be required as a result of the identity or status of the Noteholder) for the consummation of the transactions contemplated by this Agreement, the New Secured Notes Indenture, the New Secured Notes, the Security Agreement or the other Security Documents or the execution, delivery and performance of the New Secured Notes, the New Secured Notes Indenture, the Security Agreement and the other Security Documents, the consummation of the Exchange, or the issuance of the New Secured Notes, except such as will have been obtained on or prior to the date hereof; for such other consents, approvals, authorizations or orders as would not have a Material Adverse Effect; and with respect to deliverables permitted to be provided after the date hereof pursuant to this Agreement, such filings and recordings as may be required to perfect liens in connection with the Documents.

(vi) The guarantees of the Subsidiary Guarantors with respect to the New Secured Notes are duly authorized by each Subsidiary Guarantor. When the New Secured Notes are issued, executed and authenticated in accordance with the terms of the New Secured Notes Indenture, and assuming the New Secured Notes have been delivered to and paid for pursuant to this Agreement, the guarantees of each Subsidiary Guarantor endorsed thereon will constitute valid and legally binding obligations of the Subsidiary Guarantors, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equitable principles.

(vii) The execution, delivery and performance of the Documents and compliance with the terms and provisions thereof will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, or result in the imposition of any lien (other than liens permitted by the New Secured Notes Indenture) upon any property or assets of the Company or any of its subsidiaries pursuant to, (A) assuming the accuracy of the representations and warranties of the Noteholder made pursuant to Article II, any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or any subsidiary of the Company or any of their properties, or (B) any agreement or instrument to which the Company or any such subsidiary is a party or by which the Company or any such subsidiary is bound or to which any of the properties of the Company or any such subsidiary is subject, or (C) the charter or by-laws or any equivalent organizational document of the Company or any such subsidiary, except, in the case of clauses (A) and (B), where such breach, violation or default would not, individually or in the aggregate, have a Material Adverse Effect.

(viii) Except as disclosed in the Company's filings with the SEC prior to the date of this Agreement (along with SEC comment letters received in connection with these filings to the extent publicly filed prior to the date of this Agreement, the "Company Disclosure Documents") and except for liens permitted by the New Secured Notes Indenture, the Company and its subsidiaries have good and marketable title to all real properties and good title to all personal properties and assets owned by them, free from liens, encumbrances and defects that would individually or in the aggregate have a Material Adverse Effect; and except as disclosed in the Company Disclosure Documents, the Company and its subsidiaries hold any leased real or personal property under valid and enforceable leases with no exceptions that would interfere with the use made or to be made thereof by them, except as would not individually or in the aggregate have a Material Adverse Effect.

(ix) Except as disclosed in the Company Disclosure Documents, the Company and its subsidiaries possess adequate certificates, authorities or permits issued by appropriate governmental agencies or bodies necessary to conduct their business as described in the Company Disclosure Documents and have not received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit that, if determined adversely to the Company or any of the Subsidiary Guarantors, would individually or in the aggregate have a Material Adverse Effect.

(x) Except as disclosed in the Company Disclosure Documents, no labor dispute with the employees of the Company or any subsidiary exists or, to the knowledge of the Company, is imminent that would reasonably be expected to have a Material Adverse Effect.

(xi) The Company and its subsidiaries own, possess or can acquire on reasonable terms, adequate trademarks, trade names and other rights to inventions, knowhow, patents, copyrights, confidential information and other intellectual property (collectively, "intellectual property rights") that, to their best knowledge after due inquiry, are necessary to conduct their business, or presently employed by them, and have not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

(xii) Except as disclosed in the Company's Disclosure Documents, to the knowledge of the Company and the Subsidiary Guarantors, neither the Company nor any of its subsidiaries is in violation of any statute, rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "environmental laws"), owns or operates any real property contaminated with any substance that is subject to any environmental laws, is liable for any off-site disposal or contamination pursuant to any environmental laws, or is subject to any claim relating to any environmental laws, which violation, contamination, liability or claim would individually or in the aggregate have a Material Adverse Effect; and except as disclosed in the Company Disclosure Documents, the Company is not aware of any pending investigation which might lead to such a claim.

(xiii) Except as disclosed in the Company Disclosure Documents, there are no pending actions, suits or proceedings against or affecting the Company, any of its subsidiaries or any of their respective properties that, would reasonably be expected, individually or in the aggregate to have a Material Adverse Effect, or would materially and adversely affect the ability of the Company and the Subsidiary Guarantors to perform their obligations under the New Secured Notes Indenture or this Agreement, and to the best knowledge of the Company and the Subsidiary Guarantors, no such actions, suits or proceedings are threatened.

(xiv) The latest financial statements of the Company, together with the related notes included in the Company Disclosure Documents, present fairly in all material respects the consolidated financial position of the entities to which they relate as of and at the dates indicated and the results of their operations and cash flows for the periods specified. Except as disclosed in the Company Disclosure Documents, such financial statements have been prepared in conformity with U.S. generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved.

(xv) Except as disclosed in the Company Disclosure Documents, since June 29, 2023, there has been no Material Adverse Effect, and there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(xvi) Except as disclosed in the Company Disclosure Documents, neither the Company nor any of its subsidiaries is (A) in violation of its respective charter or by-laws or similar organizational documents or (B) in default in the performance of any obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, lease or other agreement or instrument that is material to the Company and its subsidiaries, taken as a whole, to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries or their respective property is bound, except for such defaults in the case of this clause (B) that would not individually or in the aggregate have a Material Adverse Effect.

(xvii) The Company and its subsidiaries make and keep books and records that are accurate in all material respects and maintain systems of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (C) access to assets is permitted only in accordance with management's general or specific authorization and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Company Disclosure Documents, there are no material weaknesses or significant deficiencies in the internal controls of the Company or its subsidiaries. The Company and its subsidiaries maintain effective controls and procedures designed to provide reasonable assurance that material information relating to the Company or its subsidiaries, as applicable, is made known or disclosed to the officers and directors of such entity by others within such entity.

(xviii) None of the Company or its subsidiaries, nor, to the knowledge of the Company, the Subsidiary Guarantors, any of their directors, officers, agents or employees has (A) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (B) made any direct or indirect unlawful payment to any government official or employee from corporate funds, (C) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977 or similar law of a jurisdiction in which the Company or its subsidiaries conduct their business and to which they are lawfully subject or (D) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(xix) The operations of the Company and its subsidiaries are and have been conducted in compliance with applicable financial record-keeping and reporting requirements of the anti-money laundering laws and regulations of the United States and similar laws of any jurisdiction in which the Company or its subsidiaries conduct their business and to which they are lawfully subject, as applicable (collectively, the "Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, its subsidiaries or, to the knowledge of the Company, the Subsidiary Guarantors, any of their directors, officers, agents or employees with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, the Subsidiary Guarantors, threatened.

(xx) None of the Company or its subsidiaries, or, to the knowledge of the Company, any director, officer, agent or employee is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or equivalent United Kingdom or European Union measure.

(xxi) None of the Company or the Subsidiary Guarantors is an open-end investment company, unit investment trust or face-amount certificate company that is or is required to be registered under Section 8 of the United States Investment Company Act of 1940 (the "Investment Company Act"); and none of the Company or the Subsidiary Guarantors, is, and after giving effect to the Exchange and the issuance of the New Secured Notes, will be an "investment company" as defined in the Investment Company Act.

(xxii) Assuming the accuracy of the representations and warranties of the Noteholder made pursuant to Article II, (A) the Exchange will not be a "tender offer" for purposes of Section 14(e) of the Exchange Act, Regulation 14E under the Exchange Act or Rule 13e-4 under the Exchange Act; (B) the issuance of the New Secured Notes by the Company to the Noteholder in the manner contemplated by this Agreement will be exempt from the registration requirements of the Securities Act; and (C) it is not necessary to qualify the New Secured Notes Indenture under the Trust Indenture Act of 1939, as amended.

(xxiii) The Company and its subsidiaries (the "Applicable Group"), on a consolidated basis taken as a whole, are, and immediately after giving effect to the transactions contemplated by this Agreement, including the consummation of the Exchange and the issuance of the New Secured Notes, will be, Solvent. As used herein, the term "Solvent" means, with respect to the Applicable Group (on a consolidated basis, taken as a whole), that as of the date of determination (A) the sum of the Applicable Group's debt (including contingent liabilities) does not exceed the present fair saleable value, taken on a going concern basis of the Applicable Group's assets; (B) the Applicable Group's capital is not unreasonably small in relation to its business as contemplated on the date hereof; and (C) the Applicable Group does not intend to incur, or believe (nor should it reasonably believe) that it will incur, debts beyond its ability to pay such debts as they mature in the ordinary course of business. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that the Applicable Group reasonably expects to become an actual or matured liability. The New Secured Notes are not being issued with the intent to hinder, delay or defraud either present or future creditors of any member of the Applicable Group.

(xxiv) Common Stock Issuable Upon Conversion of New Secured Notes. Subject to the terms of the New Secured Notes Indenture, upon receipt of the Shareholder Approvals, the New Secured Notes will be convertible into shares of Common Stock, cash or a combination of shares of Common Stock and cash, at the Company's election. Upon receipt of the Shareholder Approvals, the Company will have duly authorized and reserved a number of Conversion Shares for issuance upon conversion of the New Secured Notes equal to the maximum number of such shares issuable upon conversion (assuming "Physical Settlement" of the New Secured Notes upon conversion and the maximum increase to the "Conversion Rate" in connection with any "Make-Whole Fundamental Change" (each, as defined in the New Secured Notes Indenture) applies), and, when such Conversion Shares are issued upon conversion of the New Secured Notes in accordance with the terms of the New Secured Notes and the New Secured Notes Indenture, such Conversion Shares will be validly issued, fully paid and non-assessable, and the issuance of any such Conversion Shares will not be subject to any preemptive or similar rights.

ARTICLE IV
Consent Rights and Post-Closing Obligations

Section 4.1 Fees and Expenses. The Company shall reimburse or pay all reasonable and documented out-of-pocket expenses in connection with the Exchange, this Agreement, the New Secured Notes Indenture, the Security Agreement and the other Security Documents and other agreements and documents relating thereto and the negotiation thereof (including reasonable and documented fees, charges and disbursements of legal counsel to the Noteholder relating to services provided on or prior to the date that the Company completes its obligations under the New Secured Notes Indenture), in each case to the extent not previously paid at the Closing.

Section 4.2 Corporate Governance and Capital Management. For so long as the Noteholder (together with its Affiliates) is a beneficial owner of any of the New Secured Notes:

(a) Promptly following the Closing Date, the Company and the Noteholder will cooperate in good faith to identify two (2) individuals mutually acceptable to the Company and Noteholder to be appointed as independent directors (the "New Independent Directors") to the board of directors of the Company (the "Board of Directors"), which individuals shall each satisfy the independence requirements under the rules and regulations of Nasdaq and at least one of which will meet the SEC's qualifications for service on the audit committee of the Board of Directors. The Company and the Noteholder agree to use reasonable efforts to mutually agree on the New Independent Directors within six (6) Business Days following the Closing Date.

(b) Within three (3) Business Days following the mutual agreement between the Company and the Noteholder on selection of the New Independent Directors, the Company shall use commercially reasonable efforts to secure the resignations from the Board of Directors of a number of directors on the Board of Directors sufficient to allow the Board of Directors to be reduced to five (5) directors (after giving effect to the appointment of the New Independent Directors pursuant to the terms of this Agreement). Thereafter, the Company shall use commercially reasonable efforts to cause the size of the Board of Directors to be maintained at a maximum of five (5) directors (unless, at the request of the Board of Directors, the Noteholder agrees in writing to an increase in the maximum number of directors constituting the Board of Directors).

(c) Immediately following the resignations of the directors of the Board of Directors described in subsection (b), the Board of Directors shall appoint the New Independent Directors to Class I of the Board of Directors, effective as of the date of the resignations referred to in subsection (b) of this Section 4.2. At the next meeting of stockholders of the Company at which Class I directors of the Board of Directors are elected, the Company shall use its commercially reasonable efforts to cause each New Independent Director to be included in the slate of directors recommended for approval by the Board of Directors.

(d) No later than January 26, 2024, the Company shall convene a meeting of the shareholders of the Company (the "Stockholder Meeting") for the purposes of, without limitation, obtaining the votes of the requisite percentage of shareholders required pursuant to the Operating Documents of the Company and the rules of the Nasdaq Stock Market, as applicable, to approve: (A) a reverse stock split and any other change to the authorized capital stock determined necessary by the Board of Directors, sufficient so that 100% of the maximum number of shares underlying the New Secured Notes and the Warrants (as defined below) are authorized and reserved to provide for the exercise of the rights then represented by the New Secured Notes and the Warrants; (B) the conversion features of the New Secured Notes; (C) the issuance of Warrants to the Noteholder; and (D) the amendment of the Company's charter to require that any Significant Event (as defined below) must have the unanimous support of each New Independent Director then sitting on the Board of Directors in order for the Board of Directors to approve any Significant Event (collectively, the "Shareholder Approval Matters"). Subject to the fiduciary duties of the Board of Directors, the proxy statement for the Stockholder Meeting shall include a recommendation by the Board of Directors that the stockholders of the Company approve the Shareholder Approval Matters. The Noteholder shall, upon request by the Company, promptly furnish the Company with any information concerning itself, its directors, officers and equityholders and such other matters as may be reasonably necessary or advisable in connection with the proxy statement relating to the Stockholder Meeting. "Significant Event" means each of the following events with respect to the Company or any of its subsidiaries: institution of proceedings to

have the applicable entity be adjudicated bankrupt or insolvent, or consent to, encourage or cooperate with, the institution of bankruptcy or insolvency proceedings against the applicable entity or file a voluntary bankruptcy petition or any other petition seeking, or consent to, reorganization or relief with respect to the applicable entity under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the applicable entity or a substantial part of its property, or make any assignment for the benefit of creditors of the applicable entity, or admit in writing the applicable entity's inability to pay its debts generally as they become due, or take action in furtherance of any such action.

(e) Prior to or on the Closing Date, Company will enter into a support agreement with College Top Holdings, Inc., in the form previously agreed by the Company and the Noteholder and which shall not be amended, waived or otherwise modified without Noteholder consent, and will use reasonable best efforts to enter into additional support agreements, in the form previously agreed by the Company and the Noteholder and which shall not be amended, waived or otherwise modified without Noteholder consent, with every Other Insider Investor, pursuant to which College Top Holdings, Inc. and the Other Insider Investors agree to support all of the Shareholder Approval Matters. The Company shall use its reasonable best efforts to enforce its rights under the support agreements.

(f) (i) No later than January 26, 2024, the Company shall issue those certain common stock purchase warrants, substantially in the form of Exhibit D hereto (the "Warrants"), to the Noteholder; provided that, notwithstanding anything to the contrary herein or in any other Document, if the Company has not received approval of the Shareholder Approval Matters by that date, a failure to issue the Warrants shall not constitute a breach of this covenant so long as (x) the outstanding principal amount of term loans issued pursuant to the Credit Agreement is increased by $48,000,000 and (y) the New Secured Notes Indenture is amended such that the Conversion Rate (as defined therein) then in effect is increased as of the Open of Business (as defined therein) on January 26, 2024 by the amount of the Warrant Issuance Additional Shares Amount (as defined below); and (ii) the Company hereby agrees that prior to exercising its Conversion Prohibition Right (as defined in the New Secured Notes Indenture) it shall amend the New Secured Notes Indenture such that the Conversion Rate then in effect is increased as of the Open of Business on the date that such Conversion Prohibition Right is elected by the amount of the Conversion Prohibition Right Additional Shares Amount (as defined below). "Warrant Issuance Additional Shares Amount" means such number of Common Shares per $1,000 Conversion Amount (as defined in the New Secured Notes Indenture) as equals the excess of (i)(a) $1,000 divided by (b) the difference of (x) $1.46 minus (y) $0.20 over (ii)(a) $1,000 divided by (b) $1.46, as such amount is adjusted from time to time in the same manner as, and at the same time and for the same events for which, the Conversion Rate is adjusted pursuant to Section 5.05(A) of the New Secured Notes Indenture. The Company will likewise make appropriate adjustments to Warrant Issuance Additional Shares Amount where a Conversion Rate adjustment otherwise required to be made pursuant to the provisions of Section 5.05(A) of the New Secured Notes Indenture is not made in accordance with the provisions of Section 5.05(A)(iii)(1), Section 5.05(A)(iv) or Section 5.05(B)(i) of the New Secured Notes Indenture that permit or require participation by Holders in a transaction in lieu of such Conversion Rate adjustment. "Conversion Prohibition Right Additional Shares Amount" means such number of Common Shares per $1,000 Conversion Amount as equals the excess of (i)(a) $1,000 divided by (b) the difference of (x) $1.26 minus (y) $0.10 over (ii)(a) $1,000 divided by (b) $1.26, as such amount is adjusted from time to time in the same manner as, and at the same time and for the same events for which, the Conversion Rate is adjusted pursuant to Section 5.05(A) of the New Secured Notes Indenture. The Company will likewise make appropriate adjustments to the Conversion Prohibition Right Additional Shares Amount where a Conversion Rate adjustment otherwise required to be made pursuant to the provisions of Section 5.05(A) of the New Secured Notes Indenture is not made in accordance with the provisions of Section 5.05(A)(iii)(1), Section 5.05(A)(iv) or Section 5.05(B)(i) of the New Secured Notes Indenture that permit or require participation by Holders (as defined in the New Secured Notes Indenture) in a transaction in lieu of such Conversion Rate adjustment.

(g) Make the appointments required under Sections 1 and 2 of Schedule A hereto by the deadlines provided therein and comply with the requirements of Section 3 of Schedule A hereto.

(h) Promptly provide significant updates on the timing and status of any of the items in this Section 4.2 upon occurrence, and upon the Noteholder's request, provide any updates on the timing and status of any of the items in this Section 4.2.

(i) Select the latest Fundamental Change Repurchase Date for the Existing Notes that is permitted under the Existing Indenture and on (and for the avoidance of doubt not prior to) such Fundamental Change Repurchase Date, pay or repurchase all outstanding Existing Notes that have not been converted to equity at or below par plus accrued and unpaid interest as of the date of repurchase; provided that, if a holder of Existing Notes does not exercise its rights to have its Existing Notes repurchased or converted, a failure to repurchase or convert such Existing Notes shall not constitute a breach of this covenant.

Section 4.3 Tax Treatment of Exchange. The Company understands that the Noteholder intends to take the reporting position that the exchange of the Existing Notes qualifies as a tax-free recapitalization within the meaning of Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended. The Company will not take, and will cause its Affiliates not to take, a position on any tax return that is inconsistent with the Noteholder's intended tax treatment as described in the preceding sentence.

Section 4.4 Daily Quotes. The Company will use commercially reasonable efforts to have three brokers, including JP Morgan, provide a daily mark for the New Secured Notes, as soon as practicable after the Closing Date.

ARTICLE V
Miscellaneous Provisions

Section 5.1 Notice. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, or mailed first class mail (postage prepaid) with return receipt requested or sent by reputable overnight courier service (charges prepaid), *provided* that each such notice must also be delivered by electronic mail. Notices will be deemed to have been given hereunder when delivered personally, three business days after deposit in the U.S. mail postage prepaid with return receipt requested and one business day after deposit postage prepaid with a reputable overnight courier service for delivery on the next business day. The addresses for any such notices shall be, unless changed by the applicable Party via notice to the other Parties in accordance herewith:

If to the Company:

Edgio, Inc.
11811 North Tatum Blvd., Suite 3031
Phoenix, Arizona 85028
Attention: Richard Diegnan, Chief Legal Officer
Email: rdiegnan@edg.io

With a copy to (which shall not constitute notice):

Milbank LLP
55 Hudson Yards
New York, NY 10001
Attention: Rod Miller
Email: rdmiller@milbank.com

If to Noteholder:

Lynrock Lake Master Fund LP
c/o Lynrock Lake LP
2 International Dr
Suite 130
Rye Brook, New York 10573
Attention: Cynthia Paul; Michael Manley; Operations
Email: cp@lynrocklake.com; mike@lynrocklake.com;
and ops@lynrocklake.com

With a copy to (which shall not constitute notice):

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attention: Stephen Kuhn and Michael Stamer
Email: skuhn@akingump.com;
mstamer@akingump.com

Section 5.2 Entire Agreement. This Agreement and the other documents and agreements executed and delivered among the parties hereto and thereto in connection with the Exchange embody the entire agreement and understanding of the parties hereto and thereto with respect to the subject matter hereof and thereof, and supersede all prior and contemporaneous oral or written agreements, representations, warranties, contracts, correspondence, conversations, memoranda and understandings between or among the parties or any of their agents, representatives or affiliates relating to such subject matter, including, without limitation, any term sheets, emails or draft documents exchanged in connection with the negotiation of the Exchange or otherwise.

Section 5.3 Assignment; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Noteholder. The Noteholder may assign all or any of its rights or obligations hereunder to any of its Affiliates, its investment managers or investment advisors or the investment managers or investment advisors of any of its Affiliates, and shall not otherwise assign any rights or obligations hereunder without the prior written consent of the Company.

Section 5.4 Counterparts. This Agreement may be executed in multiple counterparts, and on separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any counterpart or other signature hereupon delivered by facsimile or other electronic transmission shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such Party.

Section 5.5 Remedies Cumulative. Each party hereto acknowledges that the remedies at law of the other parties for a breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond or furnishing other security, and in addition to all other remedies that may be available, shall be entitled to equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available and no party shall oppose the granting of such relief on the basis that money damages would be sufficient. Except as otherwise provided herein, all rights and remedies of the parties under this Agreement are cumulative and without prejudice to any other rights or remedies available at law.

Section 5.6 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such Party at the address for such notices to it under this Agreement (provided that such process is also delivered by email in accordance with Section 5.1 of this Agreement) and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

Section 5.7 No Third-Party Beneficiaries or Other Rights. Nothing herein shall grant to or create in any person not a party hereto, or any such person's dependents or heirs, any right to any benefits hereunder, and no such party shall be entitled to sue any Party to this Agreement with respect thereto.

Section 5.8 Waiver; Consent. This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than in accordance with its terms), in whole or in part, except by a writing executed by the Parties hereto. No waiver of any of the provisions or conditions of this Agreement or any of the rights of a Party hereto shall be effective or binding unless such waiver shall be in writing and signed by the Party claimed to have given or consented thereto. Except to the extent otherwise agreed in writing, no waiver of any term, condition or other provision of this Agreement, or any breach thereof shall be deemed to be a waiver of any other term, condition or provision or any breach thereof, or any subsequent breach of the same term, condition or provision, nor shall any forbearance to seek a remedy for any non-compliance or breach be deemed to be a waiver of a Party's rights and remedies with respect to such non-compliance or breach.

Section 5.9 Word Meanings. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and vice versa, unless the context otherwise requires. The masculine shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

Section 5.10 Further Assurances. The Noteholder and the Company each hereby agree to execute and deliver, or cause to be executed and delivered, such other documents, instruments and agreements, and take such other actions, including giving any further assurances, as either Party may reasonably request in connection with the transactions contemplated by and in this Agreement.

Section 5.11 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 5.12 Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first above written.

COMPANY:

Edgio, Inc.

By: _____
Name:
Title:

NOTEHOLDER:

Lynrock Lake Master Fund LP
By: Lynrock Lake Partners LLC, its general partner

By: _____
Name:
Title:

Exhibit 99.1

Edgio Reports Third Quarter 2023 Results

Q3 2023 Revenue of $97.0 Million

Record Applications Bookings in 3Q 2023, Up More Than 150%, Sequentially

Reiterate Expectation of Breakeven Adjusted EBITDA in 4Q 2023

Receives $66 Million and Exchanges 95% of its Existing 2025 Convertible Notes for New 2027 Convertible Notes

Edgio to host third quarter 2023 earnings call at 8am EST on Wednesday, November 15th

Phoenix, Arizona, November 14, 2023 - Edgio, Inc. (Nasdaq: EGIO) (Edgio), the platform of choice for speed, security and simplicity at the edge, today reported financial results for the third quarter ended September 30, 2023.

“Edgio delivered record bookings in the third quarter, reflecting the strength of our momentum and our commitment to pursuing our transformation strategy,” said Bob Lyons, President and CEO of Edgio. “The new capital infusion provides us with the additional financial flexibility to build on the momentum underway. We have now strengthened all aspects of our strategic objectives and expect to drive substantial year-over-year improvements in Adjusted EBITDA and free cash flow in 2024.”

Recent Business Highlights

- New logo and expansion revenue surpassed revenue churn in the third quarter
- Revenue churn declined more than 24% from the fourth quarter 2022, and more than 35% sequentially
- Record Applications bookings in the third quarter increased approximately 150% from the second quarter
- New logo bookings grew almost 400% and upsell bookings were up almost 300%, sequentially, in the third quarter
- Notable wins for Applications include a €250 billion automotive group in Europe, and a domestic pet supplies retailer. Renewals include an Asian airline and a large AI semiconductor company. Upsells were with a large hardware company in Asia, a leading health food company in the U.S., a unicorn e-commerce marketplace in Brazil and a media company in India
- New product release of API Security solution in general availability
- Announced managed service offering and strategic partner ecosystem with leading technology vendors in the streaming industry – Accedo, Bitmovin, Grabyo, Vimond -, and Wurl - to seamlessly integrate technologies across the entire streaming technology stack

- Introduced enterprise-level Protect and Perform Applications Bundles, combining Tier-1 web performance capabilities with a full-spectrum web security suite and enterprise-level Security Operations Center (SOC) support services – all in a single, comprehensive package, thus eliminating complex billing structures and unpredictable costs
- Announced investment in Security Operations Center (SOC) to broaden security managed services, incident response and threat intelligence
- Awarded “Competitive Strategy Leadership Award” by Frost & Sullivan and “Overall Web Security Solution of The Year” by CyberSecurity Breakthrough Awards. Edgio is also a finalist in InfoWorld’s Technology of the Year awards for DevOps Security
- On track to operationalize approximately $85-90 million of expected run-rate cost savings, by end of 2023 and forecasted higher by end of 2024

Third Quarter Financial highlights:

Revenue

- Revenue of $97.0 million, increased 1.3% sequentially as new and existing client revenue growth exceeded churned revenue. Year-over-year decline of 12.4% was driven by previously communicated churn at Edgecast and elongated booking cycle.

Gross margin

- GAAP gross margin was 23.9%, compared to 22.6% quarter over quarter and 25.8% year over year.
- Non-GAAP gross margin was 28.0%, compared to 26.9% quarter over quarter and 31.4% year over year.
- Cash gross margin was 32.1%, compared to 30.8% quarter over quarter and 41.2% year over year. The sequential improvement was due to higher revenue and continued cost savings initiatives partially offset by higher switching costs related to a cloud platform services provider.

Operating expenses

- GAAP operating expenses, including share-based compensation of $3.3 million, restructuring charges of $0.1 million to achieve cost synergies, $0.0 restatement expenses, and acquisition and legal related expenses of $0.4 million were 48% of revenue, compared to 57.3% in the second quarter of 2023 and 67.6% in the third quarter of 2022.
- Non-GAAP operating expenses, excluding share-based compensation, restructuring charges, restatement related expenses, and acquisition and legal related expenses, were 44.0% of revenue, compared to 47.0% in the second quarter of 2023 and 48.0% in the third quarter of 2022.
- Cash operating expenses, excluding share-based compensation, restructuring charges, restatement related expenses, and acquisition and legal related expenses, depreciation and amortization were 41.8% of revenue, compared to 44.8% in the second quarter of 2023 and 46.4% in the third quarter of 2022. The decline in cash operating expenses was primarily due to realization of cost savings from previously announced cost containment efforts.

Adjusted EBITDA

- Adjusted EBITDA for the quarter was a loss of $9.5 million, compared to a loss of $13.4 million in the second quarter of 2023 primarily due to higher revenues and continuous execution on cost savings initiatives.

Capital Expenditure

- Year-to-date capital expenditure, net of payments from ISPs, was $4.9 million or 1.7% of revenue.
- We expect to continue to be efficient with our capital expenditure as a result of stronger operational discipline, leveraging our excess capacity, and higher revenue contribution from software solutions that have lower capital requirements.

Cash, Cash Equivalents, and Marketable Securities

- Cash, cash equivalents, and marketable securities were $27.6 million as of September 30, 2023, compared to $36.2 million as of June 30, 2023.
- Net cash used in operations during the quarter was $10.7 million.

2023 Guidance:

“Over the last year, we have introduced award-winning products, accelerated our go-to-market initiatives, improved operations and strengthened our balance sheet,” said Stephen Cumming, CFO of Edgio. “We are accelerating our focus on revenue quality and unit economics, which combined with the ongoing cost savings initiatives, set us up for further adjusted EBITDA margin expansion in 2024.”

For the fourth quarter of 2023, the guidance is as follows:

- Revenue between $96 and $98 million
- Adjusted EBITDA range of negative $1 million to positive $1 million
- Capital expenditure in the range of $3 to $6 million

For 2023, we have revised our range and are currently expecting:

- Revenue between $391 and $393 million, a growth of 15.5 to 16.0 percent year over year
- Adjusted EBITDA range of negative $38 to negative $36 million
- Capital expenditure between $10 and $13 million, implying 2.6% and 3.3% of revenue

New Capital Infusion to Drive Growth Strategies

In a separate press release and related Form 8-K filing issued earlier today, Edgio announced that it has entered into an agreement with Lynrock Lake Master Fund LP (“Lynrock”), one of the Company’s existing investors, to provide the business with $66 million in new financing. The agreement also exchanges Lynrock’s existing unsecured convertible notes due 2025 for secured convertible notes due 2027. The press release can be found on the Investor Relations page of the Company’s website.

Update to Annual Shareholder Meeting

The Shareholder meeting previously scheduled for Thursday November 16, will be rescheduled.

Conference Call

At approximately 8:00 a.m. EST (5:00 a.m. PST) tomorrow, management will host a quarterly conference call for investors. Interested parties can access the call by dialing (800) 715-9871 from the United States or (646) 307-1963 internationally, with access code **2099001**. The conference call will also be audiocast live from www.edg.io and a replay will be available following the call from the Edgio website.

Financial Tables

Edgio, Inc.
Consolidated Balance Sheets
(In thousands, except per share data)

	September 30, 2023 (Unaudited)	June 30, 2023 (Unaudited)	December 31, 2022
ASSETS			
Current assets:			
Cash and cash equivalents	$ 27,633	$ 36,188	$ 55,275
Marketable securities	—	—	18,734
Accounts receivable, net	66,746	63,563	84,627
Income taxes receivable	1,339	155	105
Prepaid expenses and other current assets	33,682	36,778	36,374
Total current assets	129,400	136,684	195,115
Property and equipment, net	70,170	73,667	73,467
Operating lease right of use assets	4,614	4,816	5,290
Deferred income taxes	2,759	2,925	2,338
Goodwill	168,547	168,775	169,156
Intangible assets, net	75,592	80,948	91,661
Other assets	2,191	2,582	5,353
Total assets	$ 453,273	$ 470,397	$ 542,380
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Accounts payable	$ 78,252	$ 63,799	$ 52,776
Deferred revenue	8,972	10,132	9,286
Operating lease liability obligations	2,769	3,621	4,557
Income taxes payable	2,944	3,155	3,133
Financing obligations	9,234	8,944	6,346
Other current liabilities	49,877	55,271	76,160
Total current liabilities	152,048	144,922	152,258
Convertible senior notes, net	123,292	123,070	122,631
Operating lease liability obligations, less current portion	7,465	7,730	9,181
Deferred income taxes	1,427	1,431	596
Deferred revenue, less current portion	1,555	2,247	2,949
Financing obligations, less current portion	13,030	14,208	13,784
Other long-term liabilities	855	858	1,658
Total liabilities	299,672	294,466	303,057
Commitments and contingencies			
Stockholders' equity:			
Convertible preferred stock, $0.001 par value; 7,500 shares authorized; no shares issued and outstanding	—	—	—
Common stock, $0.001 par value; 300,000 shares authorized; 225,533, 223,380, and 222,232 shares issued and outstanding as of September 30, 2023, June 30, 2023, and December 31, 2022, respectively	226	223	222
Common stock contingent consideration	16,300	16,300	16,300
Additional paid-in capital	817,390	814,405	807,507
Accumulated other comprehensive loss	(12,148)	(11,321)	(11,665)
Accumulated deficit	(668,167)	(643,676)	(573,041)
Total stockholders' equity	153,601	175,931	239,323
Total liabilities and stockholders' equity	$ 453,273	$ 470,397	$ 542,380

Edgio, Inc.
Consolidated Statements of Operations
(In thousands, except per share data)
(Unaudited)

	Three Months Ended					Nine Months Ended		
	Sept 30, 2023	June 30, 2023	Percent Change	Sept 30, 2022	Percent Change	Sept 30, 2023	Sept 30, 2022	Percent Change
Revenue	$ 97,035	$ 95,765	1%	$110,832	(12)%	$294,748	$ 229,757	28%
Cost of revenue:								
Cost of services (1)	66,359	66,742	(1)%	67,140	(1)%	200,454	138,531	45%
Depreciation — network	3,965	3,788	5%	10,903	(64)%	11,363	23,542	(52)%
Amortization — technology	3,516	3,546	(1)%	4,166	(16)%	10,549	5,354	97%
Total cost of revenue	73,840	74,076	— %	82,209	(10)%	222,366	167,427	33%
Gross profit	23,195	21,689	7%	28,623	(19)%	72,382	62,330	16%
Gross profit percentage	23.9%	22.6%		25.8%		24.6%	27.1%	
Operating expenses:								
General and administrative (1)	13,015	14,480	(10)%	22,138	(41)%	44,331	64,783	(32)%
Sales and marketing (1)	15,433	16,167	(5)%	14,448	7%	51,222	32,909	56%
Research and development (1)	15,958	18,739	(15)%	32,462	(51)%	55,713	54,211	3%
Depreciation and amortization	2,126	2,146	(1)%	1,777	20%	6,392	3,129	104%
Restructuring charges	72	3,336	(98)%	4,070	(98)%	3,908	9,136	(57)%
Total operating expenses	46,604	54,868	(15)%	74,895	(38)%	161,566	164,168	(2)%
Operating loss	(23,409)	(33,179)	NM	(46,272)	NM	(89,184)	(101,838)	NM
Other income (expense):								
Interest expense	(1,604)	(1,701)	NM	(1,546)	NM	(4,882)	(4,434)	NM
Interest income	304	152	NM	140	NM	853	200	NM
Other income (expense), net	705	(545)	NM	(1,005)	NM	(649)	(2,864)	NM
Total other expense	(595)	(2,094)	NM	(2,411)	NM	(4,678)	(7,098)	NM
Loss before income taxes	(24,004)	(35,273)	NM	(48,683)	NM	(93,862)	(108,936)	NM
Income tax expense (benefit)	487	379	NM	440	NM	1,264	(18,943)	NM
Net loss	(24,491)	(35,652)	NM	(49,123)	NM	(95,126)	(89,993)	NM
Net loss per share:								
Basic	$ (0.11)	$ (0.16)		$ (0.22)		$ (0.43)	$ (0.53)	
Diluted	$ (0.11)	$ (0.16)		$ (0.22)		$ (0.43)	$ (0.53)	
Weighted-average shares used in per share calculation:								
Basic	223,657	222,914		220,194		223,011	169,166	
Diluted	223,657	222,914		220,194		223,011	169,166	

(1) Includes share-based compensation and acquisition and legal related charges (see supplemental table for figures)

Edgio, Inc.
Supplemental Financial Data
(In thousands)
(Unaudited)

	Three Months Ended			Nine Months Ended	
	Sept 30. 2023	June 30, 2023	Sept 30, 2022	Sept 30. 2023	Sept 30. 2022
Share-based compensation:					
Cost of services	$ 395	$ 321	$ 855	$ 1,395	$ 1,589
General and administrative	1,100	1,151	2,200	3,667	6,469
Sales and marketing	430	375	727	1,422	3,284
Research and development	1,762	1,512	4,571	5,762	11,314
Total share-based compensation	$3,687	$3,359	$ 8,353	$12,246	$22,656
Acquisition and legal related charges:					
Cost of services	$ 82	$ 182	$ 1,106	$ 375	$ 1,176
General and administrative	103	261	6,898	953	26,527
Sales and marketing	11	49	292	102	292
Research and development	326	549	2,975	1,285	2,997
Total acquisition and legal related charges	$ 522	$1,041	$11,271	$ 2,715	$30,992
Depreciation and amortization:					
Network-related depreciation	$3,965	$3,788	$10,903	$11,363	$23,542
Amortization - technology	3,516	3,546	4,166	10,549	5,354
Other depreciation and amortization	286	292	1,026	872	1,608
Amortization - operating expenses	1,840	1,854	751	5,520	1,521
Total depreciation and amortization	$9,607	$9,480	$16,846	$28,304	$32,025
End of period statistics:					
Approximate number of active clients	829	888	994	829	994
Number of employees and employee equivalents	822	862	1,057	822	1,057

Use of Non-GAAP Financial Measures

To evaluate our business, we consider and use non-generally accepted accounting principles ("Non-GAAP") net loss, EBITDA, and Adjusted EBITDA as supplemental measures of operating performance. These measures include the same adjustments that our management takes into account when it reviews and assesses operating performance on a period-to-period basis. We consider Non-GAAP net loss to be an important indicator of our overall business performance. We define Non-GAAP net loss to be U.S. GAAP net loss, adjusted to exclude share-based compensation, non-cash interest expense, restructuring charges, acquisition and legal related expenses, amortization of intangible assets, and restatement related expenses. We believe that EBITDA provides a useful metric to investors to compare us with other companies within our industry and across industries. We define EBITDA as U.S. GAAP net loss, adjusted to exclude interest expense, interest and other (income) expense, income tax expense, and depreciation and amortization. We define Adjusted EBITDA as EBITDA adjusted to exclude share-based compensation, restructuring charges, acquisition and legal related expenses, and restatement related expenses. We use Adjusted EBITDA as a supplemental measure to review and assess operating performance. Our management uses these Non-GAAP financial measures because, collectively, they provide valuable information on the performance of our on-going operations, and they also enable us to compare against our peer companies and against other companies in our industry and adjacent industries. We believe these measures also provide similar insights to investors, and enable investors to review our results of operations "through the eyes of management."

Furthermore, our management uses these Non-GAAP financial measures to assist them in making decisions regarding our strategic priorities and areas for future investment and focus. The terms Non-GAAP net loss, EBITDA, and Adjusted EBITDA are not defined under U.S. GAAP, and are not measures of operating income, operating performance or liquidity presented in accordance with U.S. GAAP. Our Non-GAAP net loss, EBITDA, and Adjusted EBITDA have limitations as analytical tools, and when assessing our operating performance, Non-GAAP net loss, EBITDA, and Adjusted EBITDA should not be considered in isolation, or as a substitute for net income (loss) or other consolidated income statement data prepared in accordance with U.S. GAAP. Some of these limitations include, but are not limited to:

- Non-GAAP net loss, EBITDA, and Adjusted EBITDA do not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;
- These measures do not reflect changes in, or cash requirements for, our working capital needs;
- Non-GAAP net loss, EBITDA, and Adjusted EBITDA do not reflect the cash requirements necessary for litigation costs, including provision for litigation and litigation expenses;

- These measures do not reflect the interest expense, or the cash requirements necessary to service interest or principal payments, on our debt;
- These measures do not reflect income taxes or the cash requirements for any tax payments;
- Although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will be replaced sometime in the future, and EBITDA, and Adjusted EBITDA do not reflect any cash requirements for such replacements;
- While share-based compensation is a component of operating expense, the impact on our financial statements compared to other companies can vary significantly due to such factors as the assumed life of the options and the assumed volatility of our common stock; and
- Other companies may calculate Non-GAAP net loss, EBITDA, and Adjusted EBITDA differently than we do, limiting their usefulness as comparative measures.

We compensate for these limitations by relying primarily on our U.S. GAAP financial results and using Non-GAAP net loss, EBITDA, and Adjusted EBITDA only as supplemental support for management's analysis of business performance. Non-GAAP net loss, EBITDA, and Adjusted EBITDA are calculated as follows for the periods presented in thousands.

Reconciliation of Non-GAAP Financial Measures

In accordance with the requirements of Item 10(e) of Regulation S-K, we are presenting the most directly comparable U.S. GAAP financial measures and reconciling the unaudited Non-GAAP financial metrics to the comparable U.S. GAAP measures. Per share amounts may not foot due to rounding.

Forward-looking non-GAAP financial measures are presented without reconciliations of such forward-looking non-GAAP measures because the GAAP financial measures are not accessible on a forward-looking basis and reconciling information is not available without unreasonable effort due to the inherent difficulty in forecasting and quantifying certain amounts that are necessary for such reconciliations, including adjustments reflected in our reconciliation of historic non-GAAP financial measures, the amounts of which, based on historical experience, could be material.

Edgio, Inc.
Reconciliation of U.S. GAAP Net Loss to Non-GAAP Net Loss
(In thousands)
(Unaudited)

	Three Months Ended						Nine Months Ended			
	September 30, 2023		June 30, 2023		September 30, 2022		September 30, 2023		September 30, 2022	
	Amount	Per Share	Amount	Per Share	Amount	Per Share	Amount	Per Share	Amount	Per Share
U.S. GAAP net loss	$(24,491)	$ (0.11)	$(35,652)	$ (0.16)	$(49,123)	$ (0.22)	$(95,126)	$ (0.43)	$(89,993)	$ (0.53)
Share-based compensation	3,687	0.02	3,359	0.02	8,353	0.04	12,246	0.05	22,656	0.13
Non-cash interest expense	223	—	220	—	214	—	661	—	634	—
Restructuring charges	72	—	3,336	0.01	4,070	0.02	3,908	0.02	9,136	0.05
Acquisition and legal related expenses	522	—	1,041	—	11,271	0.05	2,715	0.01	30,992	0.18
Amortization of intangible assets	5,356	0.02	5,400	0.02	4,917	0.02	16,069	0.07	6,875	0.04
Restatement related expenses	—	—	2,588	0.01	—	—	4,763	0.02	—	—
Non-GAAP net loss	$(14,631)	$ (0.07)	$(19,708)	$ (0.09)	$(20,298)	$ (0.09)	$(54,764)	$ (0.25)	$(19,700)	$ (0.12)
Weighted-average shares used in per share calculation:		223,657		222,914		220,194		223,011		169,166

Edgio, Inc.
Reconciliation of U.S. GAAP Net Loss to EBITDA to Adjusted EBITDA
(In thousands)
(Unaudited)

	Three Months Ended			Nine Months Ended	
	September 30, 2023	June 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022
U.S. GAAP net loss	$ (24,491)	$(35,652)	$ (49,123)	$ (95,126)	$ (89,993)
Depreciation and amortization	9,607	9,480	16,846	28,304	32,025
Interest expense	1,604	1,701	1,546	4,882	4,434
Interest and other (income) expense, net	(1,009)	393	865	(204)	2,664
Income tax expense (benefit)	487	379	440	1,264	(18,943)
EBITDA	$ (13,802)	$(23,699)	$ (29,426)	$ (60,880)	$ (69,813)
Share-based compensation	3,687	3,359	8,353	12,246	22,656
Restructuring charges	72	3,336	4,070	3,908	9,136
Acquisition and legal related expenses	522	1,041	11,271	2,715	30,992
Restatement related expenses	—	2,588	—	4,763	—
Adjusted EBITDA	$ (9,521)	$(13,375)	$ (5,732)	$ (37,248)	$ (7,029)

Edgio, Inc.
Reconciliation of U.S. GAAP Financial Measures to Non-GAAP Financial Measures
(In thousands)
(Unaudited)

	Three Months Ended			Nine Months Ended	
	September 30, 2023	June 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022
GAAP gross profit	$ 23,195	$ 21,689	$ 28,623	$ 72,382	$ 62,330
Share-based compensation	395	321	855	1,395	1,589
Acquisition and legal related charges	82	182	1,106	375	1,176
Amortization—technology	3,516	3,546	4,166	10,549	5,354
Non-GAAP gross profit	$ 27,188	$ 25,738	$ 34,750	$ 84,701	$ 70,449
Non-GAAP gross margin	28.0%	26.9%	31.4%	28.7%	30.7%
GAAP general and administrative expense	$ 13,015	$ 14,480	$ 22,138	$ 44,331	$ 64,783
Share-based compensation	1,100	1,151	2,200	3,667	6,469
Acquisition and legal related charges	103	261	6,898	953	26,527
Restatement related expenses	—	2,588	—	4,763	—
Non-GAAP general and administrative expense	$ 11,812	$ 10,480	$ 13,040	$ 34,948	$ 31,787
GAAP sales and marketing expense	$ 15,433	$ 16,167	$ 14,448	$ 51,222	$ 32,909
Share-based compensation	430	375	727	1,422	3,284
Acquisition and legal related charges	11	49	292	102	292
Non-GAAP sales and marketing expense	$ 14,992	$ 15,743	$ 13,429	$ 49,698	$ 29,333
GAAP research and development expense	$ 15,958	$ 18,739	$ 32,462	$ 55,713	$ 54,211
Share-based compensation	1,762	1,512	4,571	5,762	11,314
Acquisition and legal related charges	326	549	2,975	1,285	2,997
Non-GAAP research and development expense	$ 13,870	$ 16,678	$ 24,916	$ 48,666	$ 39,900
GAAP depreciation and amortization	$ 2,126	$ 2,146	$ 1,777	$ 6,392	$ 3,129
Amortization—operating expenses	(1,840)	(1,854)	(751)	(5,520)	(1,521)
Non-GAAP depreciation and amortization	$ 286	$ 292	$ 1,026	$ 872	$ 1,608
GAAP operating loss	$ (23,409)	$(33,179)	$ (46,272)	$ (89,184)	$ (101,838)
Share-based compensation	3,687	3,359	8,353	12,246	22,656
Amortization of intangible assets	5,356	5,400	4,917	16,069	6,875
Restatement related expenses	—	2,588	—	4,763	—
Acquisition and legal related charges	522	1,041	11,271	2,715	30,992
Restructuring charges	72	3,336	4,070	3,908	9,136
Non-GAAP operating loss	$ (13,772)	$(17,455)	$ (17,661)	$ (49,483)	$ (32,179)
GAAP pre-tax loss	$ (24,004)	$(35,273)	$ (48,683)	$ (93,862)	$ (108,936)
Share-based compensation	3,687	3,359	8,353	12,246	22,656
Amortization of intangible assets	5,356	5,400	4,917	16,069	6,875
Acquisition and legal related charges	522	1,041	11,271	2,715	30,992
Restructuring charges	72	3,336	4,070	3,908	9,136
Non-cash interest expense	223	220	214	661	634
Restatement related expenses	—	2,588	—	4,763	—
Non-GAAP pre-tax loss	$ (14,144)	$(19,329)	$ (19,858)	$ (53,500)	$ (38,643)
GAAP net loss	$ (24,491)	$(35,652)	$ (49,123)	$ (95,126)	$ (89,993)
Share-based compensation	3,687	3,359	8,353	12,246	22,656

	Three Months Ended			Nine Months Ended	
	September 30, 2023	June 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022
Amortization of intangible assets	5,356	5,400	4,917	16,069	6,875
Acquisition and legal related charges	522	1,041	11,271	2,715	30,992
Restructuring charges	72	3,336	4,070	3,908	9,136
Non-cash interest expense	223	220	214	661	634
Restatement related expenses	—	2,588	—	4,763	—
Non-GAAP net loss	$ (14,631)	$ (19,708)	$ (20,298)	$ (54,764)	$ (19,700)
Non-GAAP fully weighted-average basic shares	223,657	222,914	220,194	223,011	169,166
Non-GAAP fully weighted-average diluted shares	223,657	222,914	220,194	223,011	169,166
Non-GAAP net loss per Non-GAAP basic share	$ (0.07)	$ (0.09)	$ (0.09)	$ (0.25)	$ (0.12)
Non-GAAP net loss per Non-GAAP diluted share	$ (0.07)	$ (0.09)	$ (0.09)	$ (0.25)	$ (0.12)

Edgio, Inc.
Reconciliation of U.S. GAAP Gross Profit to U.S. Non-GAAP Gross Profit to Cash Gross Profit
(In thousands)
(Unaudited)

	Three Months Ended			Nine Months Ended	
	September 30, 2023	June 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022
GAAP gross profit	$ 23,195	$21,689	$ 28,623	$ 72,382	$ 62,330
Share-based compensation expense	395	321	855	1,395	1,589
Acquisition and legal related charges	82	182	1,106	375	1,176
Amortization—technology	3,516	3,546	4,166	10,549	5,354
Non-GAAP gross profit	27,188	25,738	34,750	84,701	70,449
Non-GAAP gross margin	28.0%	26.9%	31.4%	28.7%	30.7%
Depreciation	3,965	3,788	10,903	11,363	23,542
Cash gross profit	$ 31,153	$29,526	$ 45,653	$ 96,064	$ 93,991
Cash gross margin	32.1%	30.8%	41.2%	32.6%	40.9%

Forward-Looking Statements

This press release contains forward-looking statements that involve risks and uncertainties. These statements include, among others, statements regarding our expectations regarding revenue, gross margin, non-GAAP net loss, EBITDA, Adjusted EBITDA, Adjusted EBITDA margin, capital expenditures, run-rate savings, churn reductions, and pipeline conversions, including the impacts of seasonality, our ability to drive long-term value creation for our shareholders, our ability to achieve Adjusted EBITDA profitability, reduce our fixed costs and our breakeven point, and align our cost structure with our revenue baseline, our ability to leverage excess capacity and exercise operational discipline, the integration of Edgecast and our future prospects, areas of investment, and product launches. Our expectations and beliefs regarding these matters may not materialize. The potential risks and uncertainties that could cause actual results or outcomes to differ materially from the results or outcomes predicted include, among other things, reduction of demand for our services from new or existing clients, unforeseen changes in our hiring patterns, adverse outcomes in litigation, experiencing expenses that exceed our expectations, and acquisition activities and contributions from acquired businesses. A detailed discussion of these factors and other risks that affect our business is contained in our SEC filings, including our most recent reports on Forms 10-K and 10-Q, particularly under the heading “Risk Factors.” Copies of these filings are available online on our investor relations website at investors.edg.io and on the SEC website at www.SEC.gov. All information provided in this release and in the attachments is as of November 14, 2023, and we undertake no duty to update this information in light of new information or future events, unless required by law.

About Edgio

Edgio (NASDAQ: EGIO) helps companies deliver online experiences and content faster, safer, and with more control. Its developer-friendly, globally scaled edge network, combined with fully integrated application and media solutions, provide a single platform for the delivery of high-performing, secure web properties and streaming content. Through this fully integrated platform and end-to-end edge services, companies can deliver content quicker and more securely, thus boosting overall revenue and business value. To learn more, visit edg.io and follow us on Twitter, LinkedIn and Facebook.

CONTACT:

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Exhibit 99.2

Edgio, Inc. Announces New Capital Infusion to Drive Growth Strategies

Receives $66 Million and Exchanges 95% of its Existing 2025 Convertible Notes for New 2027 Convertible Notes

PHOENIX – November 14, 2023 – Edgio, Inc. (NASDAQ: EGIO) (the "Company"), the platform of choice for speed, security, and simplicity at the edge, today announced that existing investor, Lynrock Lake Master Fund LP ("Lynrock"), has provided the Company with $66 million of new financing. Lynrock also exchanged its existing unsecured 3.5% convertible notes due 2025 for 3.5%/16% PIK secured convertible notes due 2027. Following these transactions, Edgio is in a stronger financial position, enabling the Company to build on the solid momentum underway and continue executing its strategic plan.

"We appreciate Lynrock's ongoing support and alignment with our strategy and vision. These transactions will provide us with the additional financial flexibility to expand our capabilities and scale," said Bob Lyons, President and CEO of Edgio. "Our business transformation remains on track, and we continue to execute against our key strategic objectives. We look forward to continuing to deliver world-class solutions to our customers and partners."

Additional details of the terms of the agreement will be filed in an 8-K with the Securities and Exchange Commission.

Advisors

Milbank LLP is serving as Edgio's legal counsel and J.P. Morgan Securities LLC and PJT Partners are serving as financial advisors.

Forward-Looking Statements

This press release contains forward-looking statements that involve risks and uncertainties. These statements include, among others, statements regarding our expectations regarding revenue, gross margin, non-GAAP net loss, EBITDA, Adjusted EBITDA, Adjusted EBITDA margin, capital expenditures, run-rate savings, churn reductions, and pipeline conversions, including the impacts of seasonality, our ability to drive long-term value creation for our shareholders, our ability to achieve Adjusted EBITDA profitability, reduce our fixed costs and our breakeven point, and align our cost structure with our revenue baseline, our ability to leverage excess capacity and exercise operational discipline, the integration of Edgecast and our future prospects, areas of investment, and product launches. Our expectations and beliefs regarding these matters may not materialize. The potential risks and uncertainties that could cause actual results or outcomes to differ materially from the results or outcomes predicted include, among other things, reduction of demand for our services from new or existing clients, unforeseen changes in our hiring patterns, adverse outcomes in litigation, experiencing expenses that exceed our expectations, and acquisition activities and contributions from acquired businesses. A detailed discussion of these factors and other risks that affect our business is contained in our SEC filings, including our most recent reports on Forms 10-K and 10-Q, particularly under the heading "Risk Factors." Copies of these filings are available online on our investor relations website at investors.edg.io and on the SEC website at www.SEC.gov. All information provided in this release and in the attachments is as of November 14, 2023, and we undertake no duty to update this information in light of new information or future events, unless required by law.

About Edgio

Edgio (NASDAQ: EGIO) helps companies deliver online experiences and content faster, safer, and with more control. Our developer-friendly, globally scaled edge network, combined with our fully integrated application and media solutions, provide a single platform for the delivery of high-performing, secure web properties and streaming content. Through this fully integrated platform and end-to-end edge services, companies can deliver content quicker and more securely, thus boosting overall revenue and business value. To learn more, visit edg.io and follow us on Twitter, LinkedIn and Facebook.

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