EXHIBIT C

Agreement Among Lenders
AGREEMENT AMONG LENDERS

AGREEMENT AMONG LENDERS, dated as of July 6, 2017 (this “Agreement”), among (a) each of the undersigned Lenders (as defined below) listed on the signature pages hereto as “Term Loan B Lenders” (each an “Initial Term Loan B Lender” and, collectively, the “Initial Term Loan B Lenders”), (b) each of the undersigned Lenders listed on the signature pages hereto as “Revolving Loan/TLA Lenders” (each an “Initial Revolving Loan/TLA Lender” and, collectively, the “Initial Revolving Loan/TLA Lenders”), (c) the Agents (as defined below), and (d) any Lenders party to this Agreement pursuant to paragraph 14 hereof (each an “Additional Lender” and, collectively the “Additional Lenders”). Unless otherwise defined in this Agreement, any and all initially capitalized terms set forth in this Agreement shall have the meaning ascribed thereto in the Financing Agreement (as defined below) as of the date hereof or as amended with the consent of all Lenders.

WITNESSETH:

WHEREAS, the Initial Revolving Loan/TLA Lenders and Initial Term Loan B Lenders are parties to the Financing Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Financing Agreement”), by and among Borden Dairy Holdings, LLC, a Delaware limited liability company, (the “Parent”), as a guarantor, Borden Dairy Company, a Delaware corporation, (“Borden”), as a borrower, and each direct or indirect subsidiary of Borden listed as a “Borrower” on the signature pages thereto (together with each other person that executes a Joinder Agreement and becomes a “Borrower” thereunder, each a “Borrower” and collectively, the “Borrowers”), each subsidiary of the Parent listed as a “Guarantor” on the signature pages thereto (together with the Parent and each other Person that executes a Joinder Agreement and becomes a “Guarantor” thereunder or otherwise guaranties all or any part of the Obligations (as defined therein), each a “Guarantor” and collectively, the “Guarantors”), the lenders from time to time party hereto (each a “Lender” and collectively, the “Lenders”), PNC Bank, National Association (“PNC”), as collateral agent for the Lenders and administrative agent for the Lenders (in each such capacity, together with its successors and assigns in such capacity, the “Collateral Agent” or “Administrative Agent”, as applicable, each an “Agent” and collectively, the “Agents”); and

WHEREAS, in connection with the execution and delivery of the Financing Agreement, the Lenders and the Agents desire to set forth their understanding with respect to certain of their respective rights and obligations under the Financing Agreement;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Agents, and the Lenders hereby agrees, notwithstanding anything in the Financing Agreement and the other Loan Documents to the contrary, as follows:
1. **Certain Defined Terms.**

   (a) For purposes of this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and the plural forms of such terms:

   (i) “Additional Lender” and “Additional Lenders” have the respective meanings set forth in the preamble hereto.

   (ii) “Administrative Agent” has the meaning set forth in the recitals hereto.

   (iii) “Agent” and “Agents” have the respective meanings set forth in the recitals hereto.

   (iv) “Bifurcated Revolving/TLA Loan” has the meaning set forth in Section 19 hereof.

   (v) “Bifurcated Term Loan B” has the meaning set forth in Section 19 hereof.

   (vi) “Bifurcating Loan Documents” has the meaning set forth in Section 19 hereof.

   (vii) “Collateral Agent” has the meaning set forth in the recitals hereto.

   (viii) “Debt Reorganization Securities” means Reorganization Securities that consist of debt obligations of the reorganized debtor (and include any Reorganization Securities designated as “equity” but which have a mandatory dividend provision or mandatory redemption provision that would commonly be viewed as constituting “disqualified equity securities”).

   (ix) “Exercise of Remedies” has the meaning set forth in Section 2(a).

   (x) “Exigent Circumstances” means (i) an exercise by another creditor of enforcement rights or remedies with respect to particular Collateral or (ii) an event or circumstance that materially and imminently threatens the ability of the Revolving Loan/TLA Lenders and/or the Term Loan B Lenders, as applicable, to realize upon all or a material portion of the Collateral, such as, without limitation, fraud, fraudulent removal, concealment, or abscondment thereof, destruction (other than to the extent covered by insurance) or material waste thereof.

   (xi) “Financing Agreement” has the meaning set forth in the recitals hereto.

   (xii) “GSO” means GSO Capital Partners LP or certain funds and accounts managed or sub-advised by GSO Capital Partners LP or any Affiliates of the foregoing
Person, including GSO / Blackstone Debt Funds Management LLC, as the context may require, that are Term Loan B Lenders.

(xiii) “Holdout Buy-Out” has the meaning set forth in paragraph 3(a).

(xiv) “Holdout Loan Holder” has the meaning set forth in paragraph 3(a).

(xv) “Initial Revolving Loan/TLA Lender” and “Initial Revolving Loan/TLA Lenders” have the respective meanings set forth in the preamble hereto.

(xvi) “Initial Revolving Loan/TLA Lender Affiliates” has the meaning set forth in paragraph 3(a) hereof.

(xvii) “Initial Revolving Loan/TLA Lender Transferees” has the meaning set forth in paragraph 3(a) hereof.

(xviii) “Initial Term Loan B Lender” and “Initial Term Loan B Lenders” have the respective meanings set forth in the preamble hereto.

(xix) “Initial Term Loan B Lender Affiliates” has the meaning set forth in paragraph 3(a) hereof.

(xx) “Initial Term Loan B Lender Transferees” has the meaning set forth in paragraph 3(a) hereof.

(xxi) “Initial Term Loan Lender” and “Initial Term Loan Lenders” have the respective meanings set forth in the preamble hereto.

(xxii) “Insolvency Proceeding” means any event or proceeding described in Section 9.01(f) or Section 9.01(g) of the Financing Agreement.

(xxiii) “Leverage Ratio Ceiling” has the meaning set forth in paragraph 7(a)(i) hereof.

(xxiv) “Modification” has the meaning set forth in paragraph 7 hereof.

(xxv) “Non-Debt Reorganization Securities” means Reorganization Securities which are not Debt Reorganization Securities.

(xxvi) “Permitted Reorganization Securities” means (i) Debt Reorganization Securities that are subject to an intercreditor agreement or agreement among lenders that is substantially consistent with the terms and substance of this Agreement; provided, that the waterfall set forth in any such agreement shall only apply to proceeds of collateral upon a new waterfall triggering event as set forth in such agreement that occurs after the effective date of a Plan (as defined below); provided further, that such agreement shall contain provisions mutually agreed upon by the holders of such Debt Reorganization Securities that preserve the relative economic terms of the Revolving/TLA Loan Obligations vis a vis the Term Loan B that
have been established pursuant to this Agreement; provided that if the holders of such Debt Reorganization Securities cannot mutually agree upon such provisions, they shall be as finally determined by a court of competent jurisdiction, and (ii) Non-Debt Reorganization Securities.

(xxvii) “PNC” has the meaning set forth in the recitals hereto.

(xxviii) “Purchase Price” has the meaning set forth in paragraph 3(b) hereof.

(xxix) “Purchasing Lender” has the meaning set forth in paragraph 3(a) hereof.

(XXX) “Reorganization Securities” means any notes, equity interests, or other securities (whether debt, equity, or otherwise) issued by a reorganized debtor that are distributed pursuant to a Plan (as defined below) on account of the Revolving/TLA Loan Obligations and/or the Term Loan B in any Insolvency Proceeding of a Loan Party.

(XXXi) “Required Revolving Loan/TLA Lenders” means Revolving Loan/TLA Lenders whose Revolving Loan/TLA Pro Rata Shares aggregate over 50%.

(XXXii) “Required Term Loan B Lenders” means Term Loan B Lenders whose Term Loan B Pro Rata Shares aggregate over 50%.

(XXXiii) “Resigning Agent” has the meaning set forth in paragraph 9 hereof.

(XXXiv) “Revolver/Term Loan A Demand Date” has the meaning set forth in paragraph 2(a) hereof.

(XXXv) “Revolving Loan/TLA Lender” and “Revolving Loan/TLA Lenders” are defined in the Recitals hereto, and have the further respective meanings set forth in paragraph 3(a) hereof.

(XXXvi) “Revolving Loan/TLA Lender Transferees” means all Lenders that are, directly or indirectly, successors to or assignees of Revolving Loan/TLA Lenders.

(XXXvii) “Revolving Loan Obligations” means the Obligations in respect of the Revolving Loans and the Letters of Credit Obligations, including, without limitation, all interest, fees, costs, indemnities and other charges in respect thereof, including all such amounts that accrue from and after the commencement of an Insolvency Proceeding, whether or not such amounts are allowed or allowable in such Insolvency Proceeding.

(XXXviii) “Revolving Loan/TLA Obligations” means collectively the Revolving Loan Obligations and the Obligations in respect of Term Loan A, including, without duplication, all Bank Product Obligations, all Interest Rate Hedging Obligations, all out-of-formula loans, all protective advances and all interest, fees, costs, indemnities and other charges in respect thereof, including all such amounts that accrue from and after the commencement of
an Insolvency Proceeding, whether or not such amounts are allowed or allowable in such Insolvency Proceeding.

(xxxix) “Revolving Loan/TLA Pro Rata Share” means, as of any date of determination and with respect to any Revolving Loan/TLA Lender, the percentage obtained by dividing (A) the sum of such Revolving Loan/TLA Lender’s Revolving Credit Commitment and the outstanding principal amount of the Term Loan A held by such Revolving Loan/TLA Lender, by (B) the sum of the Total Revolving Credit Commitment and the aggregate outstanding principal amount of the Term Loan A, provided, that, if such Revolving Loan/TLA Lender’s Revolving Credit Commitment shall have been reduced to zero, such Revolving Loan/TLA Lender’s Revolving Credit Commitment shall be deemed to be the unpaid principal amount of such Revolving Loan/TLA Lender’s Revolving Loans and the aggregate amount of such Revolving Loan/TLA Lender’s Letter of Credit Obligations with respect to outstanding Letters of Credit, and if the Total Revolving Credit Commitment shall have been reduced to zero, the Total Revolving Credit Commitment shall be deemed to be the unpaid principal amount of all Revolving Loans and the aggregate amount of the Letter of Credit Obligations, and further provided that, for purposes of this definition, each Revolving Loan/TLA Lender’s Revolving Credit Commitment and the Total Revolving Credit Commitment shall at all times be deemed to be the maximum amount thereof provided for under the Financing Agreement (taking into account any and all seasonal/annual increases thereof available to Borrowers under the Financing Agreement).

(xl) “Revolving/TLA Secured Claims” means any portion of the Revolving Loan/TLA Obligations that would not be an unsecured claim under Section 506(a) of the Bankruptcy Code (or any similar provision under any other law governing an Insolvency Proceeding), assuming, solely for the purposes hereof, that the Revolving Loan/TLA Obligations are secured by Liens on the Collateral that are prior to the Liens on the Collateral securing the Term Loan B; provided that, notwithstanding the foregoing, the Revolving/TLA Secured Claim shall include any principal, interest, fees, costs, expenses and other amounts which would accrue and become due with respect to the Revolving Loan/TLA Obligations but for the commencement of such Insolvency Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such Insolvency Proceeding (to the extent that the value of the Collateral is sufficient that such post-commencement amounts would not constitute an unsecured claim if such amounts were allowed or allowable in such Insolvency Proceeding, then assuming, solely for the purposes hereof, that the Revolving Loan/TLA Obligations including such post commencement amounts are secured by Liens on the Collateral that are prior to the Liens on the Collateral securing the Term Loan B).

(xli) “Sale” has the meaning set forth in paragraph 4(a) hereof.

(xlii) “Senior Leverage Ratio” means “Leverage Ratio” as such term is defined in the Financing Agreement as in effect on the date hereof.

(xliii) “Term Loan B” means the Term Loan B made by the Term Loan B Lenders, the aggregate principal amount of which on the date hereof is $205,000,000.
“Term Loan B Committed Buy-Out Notice” has the meaning set forth in paragraph 3(a) hereof.

“Term Loan B Demand Date” has the meaning set forth in paragraph 2(b) hereof.

“Term Loan B Lender” and “Term Loan B Lenders” are defined in the Recitals hereto, and have the further respective meanings set forth in paragraph 3(a) hereof.

“Term Loan B Pro Rata Share” means, as of any date of determination and with respect to any Term Loan B Lender, the percentage obtained by dividing (A) the unpaid principal amount of such Term Loan B Lender’s portion of the Term Loan B by (B) the sum of the unpaid principal amount of the Term Loan B.

“Term Loan B Secured Claims” means any portion of the Term Loan B that would not be an unsecured claim under Section 506(a) of the Bankruptcy Code (or any similar provision under any other law governing an Insolvency Proceeding), assuming, solely for the purposes hereof, that the Revolving Loan/TLA Obligations are secured by Liens on the Collateral that are prior to the Liens on the Collateral securing the Term Loan B; provided that, notwithstanding the foregoing, the Term Loan B Secured Claim shall include any principal, interest, fees, costs, expenses and other amounts which would accrue and become due with respect to the Term Loan B but for the commencement of such Insolvency Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such Insolvency Proceeding (to the extent that the value of the Collateral is sufficient that such post-commencement amounts would not constitute an unsecured claim if such amounts were allowed or allowable in such Insolvency Proceeding, then assuming, solely for purposes hereof, that the Revolving Loan/TLA Obligations are secured by Liens on the Collateral that are prior to the Liens on the Collateral securing the Term Loan B).

“Triggering Event” means any one or more of the following events:

(A) the maturity of the Obligations has been accelerated based on an Event of Default under the Loan Documents;

(B) any of the Obligations owing to any Term Loan B Lender shall not be paid in full when due and owing (after giving effect to any applicable grace period);

(C) either Agent has accelerated any of the Obligations or commenced any Exercise of Remedies (it being understood that neither the sweeping of cash under any Cash Management Agreements or under any other similar arrangement, or an increase of the rate of interest applicable to all or any portion of the Obligations in accordance with the provisions of the Loan Documents or the exercise of set off rights as set forth in Section 12.05 of the Financing Agreement (unless the Obligations have been and remain accelerated), constitutes an Exercise of Remedies) that are first available upon the occurrence and during the continuance of an Event of Default with respect to any Loan Party, any other obligor party to a Loan Document, or any Collateral pursuant to the Loan Documents;
(D) either Agent is required to commence the Exercise of Remedies pursuant to the direction of the Required Revolving Loan/TLA Lenders with respect to any Loan Party, any other obligor party to a Loan Document, or any Collateral in accordance with this Agreement;

(E) the Required Revolving Loan/TLA Lenders have not consented to or have withheld their consent to any proposed amendment, modification or waiver to the Financing Agreement or the other Loan Documents that has been approved in writing by the Required Term Loan B Lenders (or that such Lenders have stated in writing addressed to the Administrative Agent that they would have approved but for the restrictions set forth in paragraph 7(b) hereof), but that has not been approved by the Required Lenders or all Lenders, as the case may be, within ten (10) Business Days following receipt of the details of such proposed action, and not less than five (5) Business Days to review substantially final drafts of all operative documents to effectuate such proposed action;

(F) an Event of Default shall have occurred and be continuing and, as a result thereof, the Administrative Agent and/or the Revolving Loan/TLA Lenders shall have notified the Borrowers in writing that the Revolving Loan/TLA Lenders will no longer honor any borrowing requests from the Borrowers; or

(G) the Fixed Charge Coverage Ratio of the Parent and its Subsidiaries is less than 1.05 to 1.00 or the Senior Leverage Ratio exceeds the Leverage Ratio Ceiling, in each case based on the financial statements of the Parent and its Subsidiaries required to be delivered to the Administrative Agent and the GSO Representative pursuant to Section 7.01(a)(i) of the Financing Agreement and most recently furnished to them.

(l) “Waterfall Triggering Event” means the occurrence of any of the following events: (a) the occurrence and the continuance of (i) an Event of Default described in Section 9.01(a) of the Financing Agreement resulting from the failure of the Borrowers to pay any principal, interest or, to the extent exceeding $100,000, any other amount due and payable to the Term Loan B Lenders and/or the Revolving Loan/TLA Lenders, but only so long as such amount remains unpaid regardless of whether such Event of Default has been waived, (ii) the occurrence and the continuance of an Event of Default described in Section 9.01(f) or (g) of the Financing Agreement or (iii) the occurrence and the continuance of any other Event of Default described in Section 9.01 of the Financing Agreement at any time when the Fixed Charge Coverage Ratio of the Parent and its Subsidiaries (based on the Parent’s financial statements most recently furnished to the Agents) is less than 1.05 to 1.00 or the Senior Leverage Ratio exceeds the Leverage Ratio Ceiling; (b) the commencement of any Exercise of Remedies by any Agent or the Required Lenders and/or in accordance with Section 2 hereof; and (c) the acceleration of the Loans pursuant to Section 9.01 of the Financing Agreement by the Required Lenders and/or any Agent in accordance with Section 2 hereof.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular and to the singular include the plural, the part includes the whole, the terms “including” and “include” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this
Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Article, clause, paragraph, section, subsection, exhibit, and schedule references are to this Agreement unless otherwise specified.

2. Exercise of Remedies.

   (a) If on any date (such date, the “Revolver/Term Loan A Demand Date”) the Collateral Agent shall have received written demand for the exercise of enforcement rights or remedies from the Required Revolving Loan/TLA Lenders at any time after the occurrence and during the continuance of (i) an Event of Default described in Section 9.01(a) of the Financing Agreement (in respect of a failure to pay any principal, interest or, to the extent exceeding $100,000, any other amount due and payable to the Revolving Loan/TLA Lenders in respect of the Revolving Loans, the Term Loan A or the Letter of Credit Obligations), (ii) an Event of Default described in Section 9.01(c) of the Financing Agreement in respect of a failure to comply with Section 7.03(b) of the Financing Agreement, (iii) an Event of Default under Section 9.01(b) of the Financing Agreement to the extent arising out of any breach of the representations and warranties in Section 6.01(b)(iv) of the Financing Agreement, or an Event of Default under Section 9.01(c) of the Financing Agreement to the extent arising out of any violation of the covenants set forth in Section 7.02(t)(iii) of the Financing Agreement, an Event of Default under Sections 9.01(f), 9.01(g), 9.01(l), 9.01(m) or 9.01(p) of the Financing Agreement, then within thirty (30) days after the Revolver/Term Loan A Demand Date (or (x) fifteen (15) days if Availability is less than $5,000,000 or (y) five (5) Business Days if Exigent Circumstances exist), the Collateral Agent shall (and is hereby deemed to be directed in writing by all Lenders) (A) upon demand from the Revolving Loan/TLA Lenders (except with respect to an Event of Default under Section 9.01(f) or 9.01(g) in which event such acceleration shall be automatic) promptly accelerate and declare the Obligations to be immediately due and payable, and (B) so long as neither the Collateral Agent nor the Administrative Agent as sub-agent of the Collateral Agent is pursuing an Exercise of Remedies with regard to all or such portion of the Collateral pursuant to Section 2(b) below, in consultation with the Administrative Agent, acting on behalf of the Required Revolving Loan/TLA Lenders, commence and diligently pursue in good faith the exercise of its enforcement rights or remedies against, and take action to enforce its Liens on, the Collateral, to the extent that the Collateral Agent is permitted to exercise such rights and remedies by the terms of the Loan Documents and/or under applicable law (including, without limitation, any or all of the following: solicitation of bids from third parties to conduct the liquidation of all or a material portion of the Collateral, the engagement or retention of sales brokers, marketing agents, investment bankers, accountants, financial advisors, appraisers, auctioneers or other third parties for the purposes of valuing, marketing, promoting and selling all or a material portion of the Collateral, the commencement of any action to foreclose on its Lien on all or any material portion of the Collateral, notification of account debtors to make payment to the Administrative Agent, the Collateral Agent or their agents, any action to take possession of all or any material portion of the Collateral or commencement of any legal proceedings or actions against or with respect to all or any material portion of the Collateral) (clauses (A) and (B), collectively, an “Exercise of Remedies”); provided that, in the case of each of the foregoing clauses (A) and (B) above, (1) such Event of Default described above has not been waived (in accordance with the terms of the Financing Agreement) or cured (to the extent expressly permitted under
the terms of the Financing Agreement to be cured), (2) in the good faith determination of the Collateral Agent, taking such enforcement action is permitted under the terms of the Loan Documents and applicable law, (3) in the good faith determination of the Collateral Agent, taking such enforcement action will not result in any liability of the Collateral Agent or the Lenders to any Loan Party or any other Person, (4) the Collateral Agent shall be entitled to all of the benefits of Section 10.05 of the Financing Agreement in connection with taking such enforcement action, (5) [reserved], (6) with respect to any exercise of enforcement rights or remedies governed by Article 9 of the Uniform Commercial Code, such exercise of enforcement rights or remedies shall be taken by the Collateral Agent in a commercially reasonable manner and (7) the standstill periods above shall not be deemed to restrict the Administrative Agent or the Required Revolving Loan/TLA Lenders from retaining investment bankers or appraisers regarding valuation of the Loan Parties.

(b) If on any date (such date the “Term Loan B Demand Date”) the Collateral Agent shall have received written demand for the exercise of enforcement rights or remedies from the Required Term Loan B Lenders at any time after the occurrence and during the continuance of an Event of Default, then within thirty (30) days after the Term Loan B Demand Date (or (x) fifteen (15) days if Availability is less than $5,000,000 or (y) five (5) Business Days if Exigent Circumstances exist) the Collateral Agent shall (and is hereby deemed to be directed in writing by all Lenders to) (i) upon demand from the Required Term Loan B Lenders (except with respect to an Event of Default under Section 9.01(f) or 9.0(g) in which event such acceleration shall be automatic) promptly accelerate and declare the Obligations to be immediately due and payable, and (ii) so long as the Collateral Agent is not pursuing an Exercise of Remedies with respect to all or any material portion of the Collateral pursuant to Section 2(a), commence and diligently pursue in good faith the Exercise of Remedies; provided that, in the case of each of the foregoing clauses (i) and (ii) above, (A) such Event of Default described above has not been waived (in accordance with the terms of the Financing Agreement) or cured (to the extent expressly permitted under the terms of the Financing Agreement to be cured), (B) in the good faith determination of the Collateral Agent, taking such enforcement action is permitted under the terms of the Loan Documents and applicable law, (C) in the good faith determination of the Collateral Agent, taking such enforcement action will not result in any liability of the Collateral Agent or the Lenders to any Loan Party or any other Person, (D) the Collateral Agent shall be entitled to all of the benefits of Section 10.05 of the Financing Agreement in connection with taking such enforcement action, (E) with respect to any exercise of enforcement rights or remedies governed by Article 9 of the Uniform Commercial Code, any such exercise of enforcement rights or remedies shall be taken by the Collateral Agent in a commercially reasonable manner and (F) the standstill periods above shall not be deemed to restrict Required Term Loan B Lenders from retaining investment bankers or appraisers regarding valuation of the Loan Parties.

(c) Each of the Agents agrees that it will not commence any Exercise of Remedies provided in Section 9.01 of the Financing Agreement or any remedies provided in any other Loan Documents except upon a written demand from the Required Lenders or pursuant to clause (a) or (b) of this Section.
(d) The parties hereto agree that, if the stated maturity date of a portion (not all) of the Loans is extended pursuant to Section 2.11 of the Financing Agreement or otherwise, the standstill periods described in this Section 2 shall be modified as follows: if the stated maturity date of the Revolving Loans or Term Loan A is extended beyond the stated maturity date of the Term Loan B, then the standstill period described in paragraph 2(b) shall be zero on the stated maturity date of the Term Loan B.

3. **Buy-Out Options.**

   (a) **Term Loan B Lenders Buy-Out Option.** So long as any portion of the Term Loan B is then outstanding, each Initial Term Loan B Lender (for itself and its Affiliates and Related Funds (the “Initial Term Loan B Lender Affiliates”) and all other Lenders that are, directly or indirectly, successors to or assignees of the Initial Term Loan B Lenders or the Initial Term Loan B Lender Affiliates (together with the Initial Term Loan B Lender Affiliates, collectively, the “Initial Term Loan B Lender Transferees”; the Initial Term Loan B Lenders and the Initial Term Loan B Lender Transferees, each individually, a “Term Loan B Lender” and collectively, the “Term Loan B Lenders”)) and each Initial Revolving Loan/TLA Lender (for itself and for its Affiliates and Related Funds (the “Initial Revolving Loan/TLA Lender Affiliates”) and all other Lenders that are directly or indirectly, successors to or assignees of the Initial Revolving Loan/TLA Lenders or the Initial Revolving Loan/TLA Lender Affiliates (together with the Initial Revolving Loan/TLA Lender Affiliates, collectively, the “Initial Revolving Loan/TLA Lender Transferees”; the Initial Revolving Loan/TLA Lenders and the Initial Revolving Loan/TLA Lender Transferees, each individually, a “Revolving Loan/TLA Lender” and collectively, the “Revolving Loan/TLA Lenders”)) hereby agrees that within thirty (30) days after the earliest of the date that any one or more of the Triggering Events has occurred and is continuing, the Term Loan B Lenders shall have the right by giving a written notice (a “Term Loan B Committed Buy-Out Notice”; it being understood that the Term Loan B Lenders have no obligation to send a Term Loan B Committed Buy-Out Notice) to the Administrative Agent, for the benefit of the Revolving Loan/TLA Lenders, to acquire on a date within 5 Business Days after the date of the Administrative Agent’s receipt of such Term Loan B Committed Buy-Out Notice, from the Revolving Loan/TLA Lenders (or, with respect to a Triggering Event under clause (E) of the definition of Triggering Event, solely from any or all Revolving Loan/TLA Lenders that have refused to consent or have withheld their consent to the proposed amendment, modification or waiver to the Financing Agreement or Loan Documents (the “Holdout Buy-Out”)) (the Revolving Loan/TLA Lenders whose interest in the Revolving Loan Obligations that the Term Loan B Lenders elect to purchase (each a “Purchasing Lender” and, collectively, the “Purchasing Lenders”) in connection with the Holdout Buy-Out, each a “Holdout Loan Holder” and collectively, the “Holdout Loan Holders”)) all (but not less than all) of the right, title, and interest of the Revolving Loan/TLA Lenders (or, with respect to the Holdout Buy-Out, of any or all Holdout Loan Holders only) in and to the Revolving Loan Obligations, Obligations in respect of the Term Loan A, the Commitments, and the Loan Documents (including without limitation, their interest in the Revolving Credit Commitments, the Revolving Loans, the Term Loan A and the Letters of Credit); provided that if at such time more than one Term Loan B Lender has given a Term Loan B Committed Buy-Out Notice to the Administrative Agent, each such Term Loan B Lender shall have the right to acquire an amount equal to its Term Loan B Pro Rata Share (as
of the date its Term Loan B Committed Buy-Out Notice is delivered) of the right, title, and interest of the Revolving Loan/TLA Lenders (or, with respect to the Holdout Buy-Out, of any or all Holdout Loan Holders only) in and to the Revolving Loan Obligations, Obligations in respect of the Term Loan A, the Commitments, and the Loan Documents (including without limitation, their interest in the Revolving Credit Commitments, the Revolving Loans, the Term Loan A and the Letters of Credit); provided, further, if any Term Loan B Lender elects not to exercise its option to purchase the foregoing Obligations, subject to the terms thereof, that Term Loan B Lender’s pro rata share may be allocated to any other Term Loan B Lender exercising its option under this paragraph 3(a).

(b) Upon the receipt by the Administrative Agent, for the benefit of the Revolving Loan/TLA Lenders, of a Term Loan B Committed Buy-Out Notice, the applicable Purchasing Lender(s) irrevocably shall be committed to acquire, within 5 Business Days following such receipt, from the Revolving Loan/TLA Lenders (or, with respect to the Holdout Buy-Out, from the Holdout Loan Holders only) all (but not less than all) of the right, title, and interest of the Revolving Loan/TLA Lenders (or, with respect to the Holdout Buy-Out, of any or all Holdout Loan Holders only) in and to the Revolving Loan Obligations, the Commitments, the Term Loan A and the Loan Documents (including without limitation, their interest in the Revolving Credit Commitments, the Revolving Loans, the Letters of Credit and the Term Loan A) by paying to the Administrative Agent, for the benefit of the Revolving Loan/TLA Lenders, in cash a purchase price (the “Purchase Price”) equal to the sum of:

(i) 100% of the outstanding balance with respect to the Revolving Loans (or, with respect to the Holdout Buy-Out, 100% of any Holdout Loan Holder’s Pro Rata Share (determined based on clause (a) of the definition of Pro Rata Share set forth in the Financing Agreement) of the outstanding balance with respect to the Revolving Loans), including, without limitation, principal, interest accrued and unpaid thereon, and any unpaid fees, to the extent earned or due and payable in accordance with the Loan Documents,

(ii) the undrawn amount of all then outstanding Letters of Credit plus the unreimbursed amount in respect of all then drawn Letters of Credit (or, with respect to the Holdout Buy-Out, 100% of any Holdout Loan Holder’s Pro Rata Share (determined based on clause (a) of the definition of Pro Rata Share set forth in the Financing Agreement) of the undrawn amount of all then outstanding Letters of Credit plus the un-reimbursed amount in respect of all then drawn Letters of Credit) (in each case which shall be satisfied by providing Cash Collateralization; it being agreed by the parties hereto that the Revolving Loan/TLA Lenders (or the Holdout Loan Holder) shall (A) be entitled to reimburse themselves for any obligations in respect of such Letters of Credit or in respect of fees and costs chargeable in respect thereof from such Cash Collateralization and (B) promptly return any unapplied portion of such Cash Collateralization to the Purchasing Lender(s) at such time as all obligations with respect to such Letters of Credit have been Paid in Full),

(iii) 100% of the outstanding balance with respect to the Term Loan A (or, with respect to the Holdout Buy-Out, 100% of any Holdout Loan Holder’s Pro Rata Share (determined based on clause (b) of the definition of Pro Rata Share set forth in the Financing Agreement) of the outstanding balance with respect to the Term Loan A), including, without
limitation, principal, interest accrued and unpaid thereon, and any unpaid fees, to the extent earned or due and payable in accordance with the Loan Documents, but excluding any Applicable Prepayment Premium or Make-Whole Amount, and

(iv) all costs, expenses and indemnification obligations to the extent reimbursable or payable (whether or not demand has been made at the time of such purchase) by the Loan Parties or the Lenders owing to the Revolving Loan/TLA Lenders (or, with respect to the Holdout Buy-Out, to the Holdout Loan Holders only) in accordance with the Loan Documents (including the reimbursement of extraordinary expenses, reasonable attorneys’ fees, financial examination expenses, and appraisal fees);

whereupon the Revolving Loan/TLA Lenders (or, with respect to the Holdout Buy-Out, the applicable Holdout Loan Holders) shall assign to the applicable Purchasing Lender(s), without any representation, recourse, or warranty whatsoever (except that each Revolving Loan/TLA Lender (or, with respect to the Holdout Buy-Out, each such Holdout Loan Holder) shall warrant to the Purchasing Lender(s) that (1) the amount quoted by such Revolving Loan/TLA Lender or such Holdout Loan Holder (as the case may be) as its portion of the purchase price represents the amount shown as owing with respect to the claims transferred as reflected on its books and records, (2) it owns, or has the right to transfer to such Purchasing Lender(s), the rights being transferred, and (3) the assets being transferred will be free and clear of Liens and adverse claims), their right, title, and interest with respect to the Revolving Loan Obligations, the Term Loan A, the Commitments, and the Loan Documents) pursuant to an Assignment and Acceptance.

(c) The assignment by the Revolving Loan/TLA Lenders (or, with respect to the Holdout Buy-Out, the Holdout Loan Holders) of their right, title, and interest with respect to the Revolving Loan Obligations, the Term Loan A, the Commitments, and the Loan Documents shall be at no expense (other than payment of the Purchase Price) to the applicable Purchasing Lender(s) other than the reimbursement by the Purchasing Lender(s) of the reasonable out-of-pocket expenses of the Revolving Loan/TLA Lenders (or, with respect to the Holdout Buy-Out, of the Holdout Loan Holders only) (including their reasonable attorneys’ fees and expenses) in connection with documenting and effecting such assignment and the related delivery to such Purchasing Lender(s) of the original Loan Documents and Collateral in the possession of the Revolving Loan/TLA Lenders (or, with respect to the Holdout Buy-Out, to the Holdout Loan Holders). In connection with such assignment, the Revolving Loan/TLA Lenders (or, with respect to the Holdout Buy-Out, the Holdout Loan Holders) shall deliver to the applicable Purchasing Lender(s) any original Loan Documents and any Collateral in their possession and shall execute an Assignment and Acceptance and such other customary documents, instruments, and agreements reasonably necessary to effect such assignment, whereupon the Revolving Loan/TLA Lenders (or, with respect to the Holdout Buy-Out, the Holdout Loan Holders) shall be relieved from any further duties, obligations, or liabilities to the applicable Term Loan B Lenders pursuant to this Agreement.

(d) In the event that the applicable Purchasing Lender(s) elect(s) to acquire all (but not less than all) of the remaining right, title, and interest of the Revolving Loan/TLA Lenders in and to the Revolving Loan Obligations, the Term Loan A, the
Commitments, and the Loan Documents or all (but not less than all) of the remaining right, title, and interest of the Holdout Loan Holders (to the extent any such Holdout Loan Holder is the Administrative Agent) in and to the Revolving Loan Obligations, the Term Loan A, the Commitments, and the Loan Documents, in each case, pursuant to this paragraph 3, (i) the Administrative Agent shall have the right, but not the obligation, to resign under Section 10.07 of the Financing Agreement, and (ii) such Purchasing Lender(s) shall have the right, but not the obligation, to require the Administrative Agent to resign under Section 10.07 of the Financing Agreement, in each case, effective immediately upon the receipt by the Administrative Agent of the Purchase Price. Each Lender hereby waives the requirement for any prior notice of such resignation and the appointment of the Collateral Agent, as a successor Administrative Agent.

(e) Notwithstanding anything to the contrary contained in the foregoing, to the extent that, at the time of any assignment by the Revolving Loan/TLA Lenders (or, with respect to the Holdout Buy-Out, the Holdout Loan Holders) of their right, title, and interest with respect to the Revolving Loan Obligations, the Term Loan A, the Commitments, and the Loan Documents pursuant to this Section 3, any Bank Product Agreements and/or Interest Rate Hedging Agreements are in effect between any Loan Party or any of its Affiliates and any Revolving Loan/TLA Lender and/or any of its Affiliates (for purposes of this paragraph (e), each such Revolving Loan/TLA Lender and/or Affiliates thereof, a “Existing Bank Product/Hedge Provider”; and each such Bank Product Agreement and/or Interest Rate Hedging Agreement, an “Existing Bank Product/Hedge”), then (i) the assignment by such Revolving Loan/TLA Lender of its right, title, and interest with respect to the Revolving Loan Obligations, the Term Loan A, the Commitments, and the Loan Documents shall not include any assignment by such Person of its right, title and interest as such an Existing Bank Product/Hedge Provider with respect to the applicable Bank Product Obligations, Interest Rate Hedging Obligations, Bank Product Agreements and/or Interest Rate Hedging Agreements relating to all such Existing Bank Product/Hedges of such Existing Bank Product/Hedge Provider, and (ii) unless and until all such Existing Bank Product/Hedges have been terminated and all Bank Product Obligations and Interest Rate Hedging Obligations owing to the Existing Bank Product/Hedge Providers in respect of such Existing Bank Product/Hedges (collectively, the “Existing Bank Product/Hedge Obligations”) have been Paid in Full, (1) all Bank Product Obligations and Interest Rate Hedging Obligations owing to such Existing Bank Product/Hedge Provider in respect of such Existing Bank Product/Hedges (collectively, the “Existing Bank Product/Hedge Obligations”) shall remain Obligations for all purposes under the Financing Agreement and the other Loan Documents, including for all purposes under the Security Documents, and shall remain secured by the Collateral, in each such case under this subclause (1) to the extent provided for under the Loan Documents at the time of such assignment (subject to any provisions of the Loan Documents as in effect on the date of such assignment permitting Collateral Agent to release any Collateral and/or to release any Borrower or Guarantor), (2) after the closing on such assignment, no Agent or Lender shall consent to any Modification of any Loan Document that would have the effect of making anything contained in the preceding subclause (2) untrue, or of altering the priority of payment with respect to such Existing Bank Product/Hedge Obligations under Section 4.03(b) of the Financing Agreement as in effect on the date of such assignment, (3) the Collateral Agent shall continue to hold all Liens in the Collateral as collateral agent for the Existing Bank Product/Hedge Providers in
accordance with the provisions of (and subject to all the benefits of) the Loan Documents specifically including Article X of the Financing Agreement, and (4) at any time when any Waterfall Triggering Event is in effect, Administrative Agent shall apply proceeds of the Collateral to, and remit payments to the Existing Bank Product/Hedge Providers in respect of such proceeds, in accordance with the provision of Section 4.03(b) of the Financing Agreement as in effect on the date of such assignment.

4. Right of First Offer.

(a) Each Revolving Loan/TLA Lender hereby agrees that, notwithstanding anything in Section 12.07 of the Financing Agreement to the contrary, before any Revolving Loan/TLA Lender transfers or assigns all or a portion of its rights and obligations in respect of the Obligations or the Loan Documents, or sells a participation interest in the Obligations or the Loan Documents (each such transfer and assignment of rights and obligations and sale of participation interest being hereinafter referred to as a “Sale”), to any third person at any time, such Revolving Loan/TLA Lender shall offer GSO a right of first offer to purchase the portion of its interest so offered for Sale on the same terms and conditions as are offered in connection with such Sale (the “right of first offer”). Any such Sale shall be made subject to the rights and obligations set forth in this Agreement (including GSO’s rights under paragraph 3(a) hereof) and any apportionment of payments or other rights and obligations set forth in this or any other agreements among the Agents and the Lenders. In the event that such Revolving Loan/TLA Lender offers any such right of first offer to GSO, GSO shall promptly accept or reject such right of first offer, and, if accepted, GSO shall promptly close the purchase of the portion of the right, title, and interest of such Revolving Loan/TLA Lender so offered, and in any event within 5 Business Days of the written offer thereof by such Revolving Loan/TLA Lender to GSO.

(b) Anything in the foregoing clause (a) to the contrary notwithstanding, each Revolving Loan/TLA Lender may effect a Sale without any of the foregoing restrictions in connection with transfers or assignments of its interests to any of its Affiliates or Related Funds or in connection with a transfer or assignment of all or a substantial portion of its loan portfolio; provided that the restrictions in the second sentence of paragraph 4(a) shall continue to be applicable to all interests following a Sale thereof effected under this paragraph 4(b).

(c) Anything in this Agreement to the contrary notwithstanding, each Revolving Loan/TLA Lender hereby agrees that GSO may assign and delegate to any one or more of its Affiliates or Related Funds or any other Term Loan B Lender any of the rights and obligations acquired by GSO, as applicable, as a result of its purchase of the interest of such Revolving Loan/TLA Lender offered for Sale.

5. Allocation of Certain Payments and Payment Obligations. Anything contained in the Financing Agreement or the other Loan Documents to the contrary notwithstanding (including relative to the ratable apportionment among Lenders of payments of certain Obligations), each Agent, each Revolving Loan/TLA Lender (for itself and on behalf of its Revolving Loan/TLA Lender Transferees), and each Term Loan B Lender (for itself and on behalf of its Term Loan B Lender Transferees), solely as among themselves (and without
purporting to effect an amendment to the Financing Agreement or any other Loan Document), hereby agrees to make the following adjustments relative to payments under the Financing Agreement and the other Loan Documents:

(a) On the Effective Date, the Agents and the Lenders shall be entitled to receive the fees set forth in the Fee Letter and the GSO Fee Letter.

(b) From and after the Effective Date, in the case of any voluntary prepayment of the Term Loan A by the Borrowers pursuant to Section 2.05(b) of the Financing Agreement, the Revolving Loan/TLA Lenders shall not be entitled to receive any Applicable Prepayment Premium or Make-Whole Amount paid by the Borrowers in connection therewith, and the Term Loan B Lenders (for so long as any portion of the Term Loan B remains unpaid) shall be entitled to receive, on the date the Administrative Agent receives such payment, all of such Applicable Prepayment Premium or Make-Whole Amount, to be allocated ratably among the Term Loan B Lenders.

(c) From and after the Effective Date, PNC or the applicable Agent (if not PNC) shall be entitled to receive the Loan Servicing Fee paid to the Administrative Agent pursuant to Section 2.06(d) of the Financing Agreement in the amount set forth in the Financing Agreement.

(d) Neither the Administrative Agent nor the Collateral Agent shall share in any recovery by the other of any visit, audit, appraisal, inspection, valuation, examination or similar fees or charges provided for under Section 2.06(f) of the Financing Agreement (the “Audit and Collateral Monitoring Fees”) or any out-of-pocket expenses incurred by the other and reimbursable by the Borrowers (but this clause (d) shall not limit the rights of the Administrative Agent or the Collateral Agent to recover from the Borrowers any out-of-pocket expenses incurred by such party and reimbursable by the Borrowers).

(e) Anything contained in the Financing Agreement, any fee letter, or the other Loan Documents to the contrary notwithstanding (including relative to the ratable apportionment among Lenders of payments of certain Obligations), the Agents, the Revolving Loan/TLA Lenders and the Term Loan B Lenders hereby agree (solely as among themselves and without attempting to effect (or effecting) an amendment to any Loan Document) to make the following adjustments relative to payments made under the Financing Agreement, any fee letter, and the other Loan Documents:

(i) On the earlier of (i) the last day of the applicable Interest Period with respect to the portion of the Term Loan A that is a LIBOR Rate Loan or (ii) the date the Administrative Agent receives such interest payment from the Borrowers, the Administrative Agent, solely out of immediately available funds received by the Administrative Agent as interest accrued on the portion of the Term Loan A that is a LIBOR Rate Loan at the rate set forth in the Financing Agreement during the then ended Interest Period (and without in any way affecting the interest payable to the Term Loan B Lenders pursuant to the terms of the Financing Agreement on account of the principal portion of the Term Loan B held by the Term Loan B Lenders),
(A) first, shall pay in cash to the Term Loan A Lenders a portion of such interest in an amount equal to the daily balance of the principal amount of such Term Loan A that was a LIBOR Rate Loan during such then ended Interest Period multiplied by the LIBOR Rate for such Interest Period plus 3.125% accrued on such portion of the Term Loan A that was a LIBOR Rate Loan plus, if the post-default rate pursuant to the Financing Agreement is in effect, 2.00% per annum accrued on such portion of the Term Loan A that was a LIBOR Rate Loan, and

(B) second, shall pay the remaining portion of such interest to the Term Loan B Lenders.

(ii) On the earlier of (i) the first day of each month to occur during any period with respect to the Term Loan A that was a Reference Rate Loan or (ii) the date the Administrative Agent receives such interest payment from the Borrower, the Administrative Agent, solely out of immediately available funds received by the Administrative Agent as interest accrued on the portion of the Term Loan A that was a Reference Rate Loan at the rate set forth in the Financing Agreement during such period (and without in any way affecting the interest payable to the Term Loan B Lenders pursuant to the terms of the Financing Agreement on account of the principal portion of the Term Loan B held by the Term Loan B Lenders),

(A) first, shall pay in cash to the Term Loan A Lenders a portion of such interest in an amount equal to the daily balance of the principal amount of such Term Loan A that was a Reference Rate Loan during such period multiplied by the Reference Rate plus 2.125% accrued on such Term Loan A that was a Reference Rate Loan plus, if the post-default rate pursuant to the Financing Agreement is in effect, 2.00% per annum accrued on such portion of the Term Loan A that was a Reference Rate Loan, and

(B) second, shall pay the remaining portion of such interest to the Term Loan B Lenders.

(iii) Neither the Revolving Loan/TLA Lenders nor the Term Loan B Lenders, as applicable, shall share in any recovery by any Lender, any Agent or the GSO Representative of any audit, appraisal, valuation, or similar fees or charges provided for under the Loan Documents or any out-of-pocket expenses incurred by any other Lender, any Agent or the GSO Representative and reimbursable by the Borrowers or any other Loan Party (but the foregoing shall not limit the rights of the Revolving Loan/TLA Lenders or the Term Loan B Lenders, as applicable, to recover from the Borrowers or any other Loan Party any out-of-pocket expenses incurred by such party and reimbursable by the Borrowers or such other Loan Party).

(iv) Except as expressly provided for in clauses (i), (ii), and (iii) of this Section 5(e), all compensation provided for in the Loan Documents shall be paid in accordance with the Loan Documents and no party hereto shall be entitled to any payment or compensation from any other party hereto due to any fee, premium, float, clearance charge or other amount (except to the extent, if any, provided for in the Loan Documents).
(f) All other compensation in the Loan Documents other than as set forth in this Section 5 shall be paid in accordance with the terms of such Loan Documents. For the avoidance of doubt, all payments described in this Section 5 shall be remitted promptly (but in no event later than one (1) Business Day) after the corresponding payment is made by or on behalf of the Borrowers (whether directly or by the receipt of amounts charged by the Administrative Agent to the Loan Account in accordance with the Financing Agreement, or by the receipt of amounts pursuant to any Insolvency Proceeding).

6. Financial Data. The Administrative Agent shall promptly deliver to the GSO Representative (to the extent the Administrative Agent is in possession of such information), financial data setting forth, among other things, the then outstanding principal amount of the Revolving Loans, the then current calculation of Availability, the Borrowing Base and cash on the balance sheet, the amount of unrestricted cash and Cash Equivalents of the Borrowers and their Subsidiaries held in depository accounts maintained with Administrative Agent as depositary bank that are subject to a Cash Management Agreement in favor of the Collateral Agent for the benefit of the Agents and the Lenders and such other information as may be reasonably requested by the GSO Representative.

7. Voting Agreement. (a) Anything in the Financing Agreement or the other Loan Documents to the contrary notwithstanding and so long as the Initial Term Loan B Lenders and the Initial Term Loan B Lender Affiliates collectively hold at least 50.01 % of the Term Loan B, each Revolving Loan/TLA Lender agrees that it shall vote in favor of any amendment, modification, or waiver of, or a consent related to, any provision in the Financing Agreement or any other Loan Documents (a “Modification”) that is approved by the Required Term Loan B Lenders so long as:

(i) on the date of and immediately after giving pro forma effect to such Modification, (A) the Fixed Charge Coverage Ratio is not less than 1.05 to 1.00 and (B) the numerator of the Senior Leverage Ratio (if expressed as a fraction) would be no greater than the sum of 1.50 plus the actual numerator (if expressed as a fraction) of the maximum Senior Leverage Ratio then permitted under Section 7.03(a) of the Financing Agreement as of the last day of the fiscal quarter ending immediately prior to the date of the proposed Modification for which the Borrowers’ financial statements have been delivered to the Agents (the “Leverage Ratio Ceiling”), and

(ii) the Modification would not result in (A) the elimination of the Fixed Charge Coverage Ratio covenant set forth in Section 7.03(b) of the Financing Agreement or of the Senior Leverage Ratio covenant set forth in Section 7.03(a) of the Financing Agreement or (B) a Modification of (x) the Senior Leverage Ratio covenant levels set forth in such Section 7.03(a) to any level greater than the applicable Leverage Ratio Ceiling or (y) the Fixed Charge Coverage Ratio covenant level set forth in such Section 7.03(b) to a level less than 1.05 to 1.00 (or a Modification of the definition of Senior Leverage Ratio or Fixed Charge Coverage Ratio (or, for the purpose of calculating the Senior Leverage Ratio or Fixed Charge Coverage Ratio, any defined term used therein, or otherwise referenced, whether directly or indirectly in any such defined term, including without limitation, “GAAP”) in a manner more favorable to the Borrowers;
provided that this clause (a) shall not apply to any Modification described in Section 12.02 of the Financing Agreement that requires the consent of each Revolving Loan/TLA Lender or each affected Revolving Loan/TLA Lender.

(b) Anything in the Financing Agreement or the other Loan Documents to the contrary notwithstanding, each Term Loan B Lender agrees that, without the prior written consent of the Required Revolving Loan/TLA Lenders, it shall not vote in favor of:

(i) any Modification of Section 7.03 or Section 9.01 of the Financing Agreement so long as (A) on the date of and immediately after giving effect to such Modification, the Fixed Charge Coverage Ratio would be less than 1.05 to 1.00 or the Senior Leverage Ratio would exceed the then applicable Leverage Ratio Ceiling or (B) such Modification would result in the elimination of (x) the Senior Leverage Ratio covenant set forth in Section 7.03(a) of the Financing Agreement or a Modification of the Senior Leverage Ratio covenant levels set forth in Section 7.03(a) to any level greater than the then applicable Leverage Ratio Ceiling or (y) the Fixed Charge Coverage Ratio covenant set forth in Section 7.03(b) of the Financing Agreement or a Modification of the Fixed Charge Coverage Ratio covenant level set forth in Section 7.03(b) to a level less than 1.05 to 1.0 (or a Modification of the definition of Senior Leverage Ratio or Fixed Charge Coverage Ratio (or, for the purpose of calculating the Senior Leverage Ratio or Fixed Charge Coverage Ratio, any defined term used therein or otherwise referenced, whether directly or indirectly in any such defined term, including without limitation, “GAAP”) in a manner more favorable to the Borrowers; or

(ii) (A) any Modification of Section 2.02, Section 2.05(a)(i), Section 2.05(b)(ii) (solely with respect to the tests of actual and average Availability for the making of any voluntary prepayment of the Term Loan B thereunder and the allocation of such prepayments among the Lenders under the final sentence thereof), Section 2.05(c)(i), Section 2.05(c)(iv) (solely with respect to the tests of actual and average Availability for the deferral of any mandatory prepayment thereunder), Section 2.05(d) (to the extent any such amendment, modification or waiver would eliminate, reduce the amount of, or change the priority of the application of, payments to the Revolving Loan Obligations or Obligations in respect of Term Loan A), Section 2.06, Section 2.08, Article III, Section 6.01(g)(i) (solely with respect to the final sentence thereof) (or, the definition of “Material Adverse Effect” solely as used for purposes of such Section 6.01(g)(i)), Section 7.01(a)(v), Section 7.01(a)(vi), Section 8.01 (including the calculation of Availability for purposes of Section 8.01(d)), Article X, Article XI, Section 12.04, Section 12.16, Section 12.24 or Section 12.26 (or any defined term used therein) of the Financing Agreement.

(c) Anything in the Financing Agreement or the other Loan Documents to the contrary notwithstanding, each Revolving Loan/TLA Lender and each Term Loan B Lender agrees that, upon the occurrence and during the continuance of an Event of Default, (i) the Required Revolving Loan/TLA Lenders may direct the Administrative Agent (and each of the Lenders shall be automatically deemed to have instructed the Administrative Agent to), and the Administrative Agent hereby agrees, to cause all Revolving Loan Obligations and Obligations in respect of the Term Loan A to bear interest at the Post-Default Rate and all Letter of Credit Fees to increase by the amount
described in Section 2.04(e) of the Financing Agreement, and (ii) the Required Term Loan B Lenders may direct the Administrative Agent (and each of the Lenders shall be automatically deemed to have instructed the Administrative Agent to), and the Administrative Agent hereby agrees, to cause all Obligations in respect of the Term Loan B to bear interest at the Post-Default Rate described in Section 2.04(e) of the Financing Agreement.

(d) In the event that any Term Loan B Lenders (together with its Affiliates and Approved Funds, the “Term Loan B Parties”) holds or acquires less than one hundred percent (100%) of the Revolving Loan/TLA Obligations at a time when any other Revolving Loan/TLA Obligations are held by any Revolving Loan/TLA Lender (who is not also a Term Loan Party), each Term Loan Party shall be deemed to not be a Revolving Loan/TLA Lender under this Agreement (i) for purposes of measuring Revolving Loan/TLA Pro Rata Share in connection with the calculation of Required Revolving Loan/TLA Lenders for purposes of (A) any consent (or decision not to consent) to any amendment, modification, waiver or consent with respect to any of the terms of this Agreement, the Financing Agreement or the other Loan Documents or in respect of any consent, waiver, vote or other action in connection with any Insolvency Proceeding, or (B) any direction to either Agent or any Lender or any other action or matter related to this Agreement, and (ii) in connection with its role as a Lender in relation to any Insolvency Proceeding (including in connection with any consent, waiver, vote or other action in such Insolvency Proceeding). In furtherance of the foregoing, each Term Loan Party holding Revolving Loan/TLA Obligations will be deemed to have voted (and hereby grants Administrative Agent and Revolving Loan/TLA Lenders an irrevocably proxy to vote as the holder of such Revolving Loan/TLA Obligations) in its capacity as the holder of such Revolving Loan/TLA Obligations in accordance with the vote of the Required Revolving Loan/TLA Lenders (determined as provided in the immediately preceding sentence).

(e) In the event that any Revolving Loan/TLA Lenders (together with its Affiliates and Approved Funds, the “Revolving Parties”) holds or acquires less than one hundred percent (100%) of the Term Loan B at a time when any portion of Term Loan B is held by any Term Loan B Lender (who is not also a Revolving Party), each Revolving Party shall be deemed to not be a Term Loan B Lender under this Agreement (i) for purposes of measuring Term Loan B Pro Rata Share in connection with the calculation of Required Term Loan B Lenders for purposes of (A) any consent (or decision not to consent) to any amendment, modification, waiver or consent with respect to any of the terms of this Agreement, the Financing Agreement or the other Loan Documents or in respect of any consent, waiver, vote or other action in connection with any Insolvency Proceeding, or (B) any direction to either Agent or any Lender or any other action or matter related to this Agreement, and (ii) in connection with its role as a Lender in relation to any Insolvency Proceeding (including in connection with any consent, waiver, vote or other action in such Insolvency Proceeding). In furtherance of the foregoing, each Revolving Party holding a portion of Term Loan B will be deemed to have voted (and hereby grants Collateral Agent and GSO Representative an irrevocably proxy to vote as the holder of such portion of Term Loan B) in its capacity as the holder of such portion of Term Loan B in accordance with the vote of the Required Term Loan B Lenders (determined as provided in the immediately preceding sentence).
8. **Waterfall.** Anything to the contrary contained in the Financing Agreement notwithstanding, the Agents, the Revolving Loan/TLA Lenders and the Term Loan B Lenders hereby agree (solely among the parties hereto and without attempting to effect (or effecting) an amendment to the Financing Agreement) not to apply any amounts received on account of the Obligations (including without limitation any amounts on account of any Bank Product Obligations or Interest Rate Hedging Obligations and payments in respect of adequate protection payments and/or plan distributions) or the Collateral after the occurrence and during the continuance of an Event of Default in accordance with the waterfall described in Section 4.03(b) of the Financing Agreement, or instruct any Agent to apply such waterfall or otherwise vote for the application of such waterfall unless a Waterfall Triggering Event shall have occurred and is continuing, and each of the Agents shall have received written notice thereof from the GSO Representative or the Required Revolving Loan/TLA Lenders.

9. **Administrative Agent or Collateral Agent Resignation.** Each Agent hereby agrees that, in the event the other Agent wishes to resign (or is otherwise removed in accordance with the terms of Section 10.07 of the Financing Agreement) from its agency role under the Loan Documents (the “Resigning Agent”) and a successor Agent is not appointed within the thirty (30) day period set forth in Section 10.07 of the Financing Agreement, then the Administrative Agent or the Collateral Agent, as the case may be, shall agree to become the successor Agent for the Resigning Agent. Each Lender hereby waives the requirement for any prior notice of such resignation.

10. **Limitation on Agent Advances.** Each of the Agents hereby agrees not to make any Agent Advance which results in either (i) the aggregate principal amount of all Agent Advances outstanding and made by such Agent exceeding $6,000,000, or (ii) the sum of the aggregate outstanding principal amount of all Revolving Loans, Agent Advances and Letter of Credit Obligations exceeding the Total Revolving Credit Commitment.

11. **PNC Assignments.** The GSO Representative hereby agrees that notwithstanding anything to the contrary contained in Section 12.07 of the Financing Agreement, the GSO Representative shall consent to any assignment by PNC of its interest in the Obligations, the Commitments, and the Loan Documents to the extent that after giving effect to such assignment, PNC’s Revolving Loan/TLA Pro Rata Share is not less than 50.1%.

12. **Insolvency Proceedings.**

   (a) This Agreement shall be applicable both before and after the institution of any Insolvency Proceeding involving the Borrowers or any other Loan Party, including without limitation, the filing of any petition by or against the Borrowers or any other Loan Party under the Bankruptcy Code, or any other Insolvency Law, and all converted or succeeding cases in respect thereof, and all references herein to the Borrowers or any other Loan Party shall be deemed to apply to the trustee for the Borrowers or such other Loan Party and the Borrowers or such other Loan Party as debtor-in-possession. The relative rights of the Lenders in or to any distributions from or in respect of any Collateral or proceeds of Collateral shall continue after the institution of any Insolvency Proceeding involving the Borrowers or any other Loan Party on the same basis as prior to the date of such institution. This Agreement is a
“subordination agreement” under section 510(a) of the Bankruptcy Code and shall be enforceable in any Insolvency Proceeding.

(b) Notwithstanding anything herein to the contrary and unless otherwise agreed to in writing by the Required Revolving Loan/TLA Lenders, Term Loan B Lenders may receive and retain Permitted Reorganization Securities (i) after the Revolving Loan/TLA Lenders have received under a confirmed plan of reorganization or similar dispositive restructuring plan (each, a “Plan”) Debt Reorganization Securities of a value determined as of the effective date of a Plan equal to the allowed amount of the Revolving/TLA Secured Claims, or (ii) if and to the extent the value of such Debt Reorganization Securities are less than the allowed amount of Revolving/TLA Secured Claims, after the Revolving Loan/TLA Lenders have received payment and property under such Plan (including Non-Debt Reorganization Securities) having a value equal to the allowed amount of the Revolving/TLA Secured Claims; provided, for clarity, that any such Permitted Reorganization Securities received or retained by the Term Loan B Lenders pursuant to this clause (ii) shall be limited to Non-Debt Reorganization Securities if the Revolving Loan/TLA Lenders receive Non-Debt Reorganization Securities on account of any portion of their Revolving/TLA Secured Claims; provided further, that all other payments and property distributed in connection with an Insolvency Proceeding (including without limitation payments and property distributed pursuant to the provisions of a Plan), other than those Permitted Reorganization Securities which the Term Loan B Lenders are expressly permitted to retain pursuant to the provisions of this sentence, shall be distributed in accordance with the provisions in Section 8. Each Revolving Loan/TLA Lender and Term Loan B Lender agrees to not object to the separate classification under a Plan of the Revolving/TLA Secured Claims from the Term Loan B Secured Claims. If Revolving/TLA Secured Claims and Term Loan B Secured Claims are classified in the same class (within the meaning of Section 1126(c) or any similar provision in other Insolvency Law), (x) no Revolving Loan/TLA Lender will, in its capacity as a holder of a Revolving/TLA Secured Claim, vote to “accept” a Plan that converts the Term Loan B to Non-Debt Reorganization Securities unless Term Loan B Lenders holding at least two-thirds of the Term Loan B Secured Claims have voted to accept such Plan with respect to such class, and (y) no Term Loan B Lender will, in its capacity as a holder of a Term Loan B Secured Claim, vote to “accept” a Plan that converts the Revolving Loan/TLA Obligations to Non-Debt Reorganization Securities unless Revolving Loan/TLA Lenders holding at least two-thirds of the Revolving/TLA Secured Claims have voted to accept such Plan with respect to such class. Term Loan B Lenders and GSO Representative shall not object (or support any objection) to the sale of any Collateral under Section 363 of any Debtor Relief Law if the Administrative Agent has consented to such sale or other disposition and the proceeds thereof are applied in the order specified in Section 8.

(c) GSO Representative and Term Loan B Lenders hereby specifically acknowledge and agree that in the event a petition for reorganization is filed by or against the Loan Parties, or any of them, under the Bankruptcy Code or in connection with any other Insolvency Proceeding and a court having jurisdiction over such case holds under Section 506 of the Bankruptcy Code, or any other similar statute, that any portion of the outstanding Obligations (other than the Term Loan B) is unsecured solely due to the fact that aggregation of the outstanding balances of the Obligations (other than the Term Loan B) with the Term Loan B causes the Obligations to exceed the value of the Collateral as of the applicable petition date, then Administrative Agent and Revolving Loan/TLA Lenders shall be entitled to receive from
the proceeds of the Collateral, payments in respect of adequate protection payments and/or plan distributions, if any, up to an amount equal to the Revolving/TLA Secured Claim. No such payments or distributions to the Administrative Agent and the Revolving Loan/TLA Lenders under this Section 12(c) applicable to the Revolving Loan/TLA Obligations, as between the Loan Parties and the Term Loan B Lenders, shall be deemed to be a payment by the Loan Parties on account of the Obligations owing to the Term Loan B Lenders. Except as set forth above, nothing herein shall prohibit the Term Loan B Lenders from receiving adequate protection payments and/or plan distributions.

13. **Credit Bidding.** The Collateral Agent hereby agrees that, notwithstanding anything to the contrary contained in Section 10.08(d) of the Financing Agreement, it shall not use or apply any of the Revolving Loan Obligations or Obligations in respect of the Term Loan A as a credit on account of the purchase price for any Collateral payable by the Collateral Agent at any sale described in such Section without the approval of the Required Revolving Loan/TLA Lenders. Each of the parties hereto hereby agrees that, notwithstanding Section 10.08(d) of the Financing Agreement or any other provision therein or herein, Term Loan B Lenders may credit bid or direct the Collateral Agent to credit bid (and the Agents and Lenders agree not to object thereto) the Obligations with respect to the Term Loan B in accordance with Section 363(k) of the Bankruptcy Code (or any similar provision in any other insolvency law), so long as the Revolving Loan/TLA Obligations (and Interest Rate Hedging Obligations and the Bank Product Obligations (but, in the case of the Bank Product Obligations, only up to the Bank Product Reserve and, in the case of Interest Rate Hedging Obligations, up to $10,000,000)) are Paid in Full in cash in conjunction with any such credit bid. Each of the parties hereto hereby agrees that Agents are only authorized to credit bid the Obligations in accordance with Section 363(k) of the Bankruptcy Code (or any similar provision in any other insolvency law) upon the instruction of the Required Revolving Loan/TLA Lenders, and Required Term Loan B Lenders, subject to the terms and conditions of this paragraph 13.

14. **Successors and Assigns; Permitted Holder.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties, including all other Lenders that are successors to or assignees of each Lender and including any successor Agent. As a condition of each assignment (other than assignments by any Initial Term Loan B Lender to any of its Affiliates and Related Funds, on behalf of whom such Person hereby agrees that such Affiliates and Related Funds are bound), each such Additional Lender shall execute and deliver to the Agents an acknowledgment to this Agreement, substantially in the form of Exhibit A hereto, acknowledging the agreement of such Additional Lender to be bound by the terms hereof.

15. **Integration.** This Agreement, any fee agreements or other side agreements among the Agents and the Lenders, and the Loan Documents reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

16. **Amendments in Writing.** No amendment or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by each Agent and at least the Required Revolving Loan/TLA Lenders and the Required Term Loan
B Lenders, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

17. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

18. **Choice of Law; Venue.** This Agreement shall be construed under and governed by the laws of the State of New York and may be executed in any number of counterparts and by different parties on separate counterparts. Each of such counterparts shall be deemed to be an original, and all of such counterparts, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopier or electronic mail shall be equally effective as delivery of a manually executed counterpart. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK. EACH OF THE PARTIES TO THIS AGREEMENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH 18.

19. **Tax Treatment.** Each party agrees that for all relevant U.S. federal, state and local tax purposes: (i) the rights and obligations of each of each of the Term Loan B Lenders and each of the Revolving Loan/TLA Lenders set forth in the Financing Agreement, this Agreement and the Loan Documents (together, the “Bifurcating Loan Documents”) shall be treated as (A) a loan made by each of the initial Term Loan B Lenders to the Borrowers bearing interest equal to the total amount of interest that Term Loan B Lenders ultimately receive under the Bifurcating Loan Documents (the “Bifurcated Term Be Loan”) and (B) a loan made by each of the initial Revolving Loan/TLA Lenders to the Borrowers bearing interest equal to the total amount of interest that the Revolving Loan/TLA Lenders ultimately receive under the Bifurcating Loan Documents (the “Bifurcated Revolving/TLA Loan”); (ii) any interest payments received by any Lender shall be treated in its entirety as a payment of interest on indebtedness by the Borrowers to such Lender pursuant to the interest it holds in either the Bifurcated Term Loan B or the Bifurcated Revolving/TLA Loan; (iii) any party hereto making any payment to another party hereto is transmitting such payment on behalf of the Borrowers strictly as an agent for the Borrowers (or otherwise solely as a nominee); (iv) no party heretofore intends to form a partnership with any other party, the Borrowers, or either Agent with respect to any of the transactions set forth in the Bifurcating Loan Documents; and (v) no party shall (A) file any tax return, report or declaration inconsistent with the foregoing, (B) take any position inconsistent with the foregoing in any proceeding before any taxing authority, or (C) enter into any Agreement with any other Person inconsistent with the foregoing.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: Keith Moellering
Name: Keith Moellering
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent and a Revolving Loan/Term Loan A Lender

By: Keith Moellering
Name: Keith Moellering
Title: Senior Vice President
TERM LOAN B LENDERS:

DARBY CREEK LLC, as Last Out Lender
By: FS Investment Corporation II, as Sole Member
By: GSO / Blackstone Debt Funds Management LLC, as Sub-Adviser

DUNLAP FUNDING LLC, as Last Out Lender
By: FS Investment Corporation III, as Sole Member
By: GSO / Blackstone Debt Funds Management LLC, as Sub-Adviser

FS INVESTMENT CORPORATION, as Last Out Lender
By: GSO / Blackstone Debt Funds Management LLC as Sub-Adviser

FS INVESTMENT CORPORATION IV, as Last Out Lender
By: GSO / Blackstone Debt Funds Management LLC as Sub-Adviser

JEFFERSON SQUARE FUNDING LLC, as Last Out Lender
By: FS Investment Corporation III, as Sole Member
By: GSO / Blackstone Debt Funds Management LLC as Sub-Adviser

JUNIATA RIVER LLC, as Last Out Lender
By: FS Investment Corporation II, as Sole Member
By: GSO / Blackstone Debt Funds Management LLC as Sub-Adviser

LOCUST STREET FUNDING LLC, as Last Out Lender
By: FS Investment Corporation, as Sole Member
By: GSO / Blackstone Debt Funds Management LLC as Sub-Adviser

WISSAHICKON CREEK LLC, as Last Out Lender
By: FS Investment Corporation II, as Sole Member
By: GSO / Blackstone Debt Funds Management LLC, as Sub-Adviser

By:
Name: MARISA BEENEY
Title: AUTHORIZED SIGNATORY
HAMILTON STREET FUNDING LLC
By: FS Investment Corporation, as Sole Member
By: GSO / Blackstone Debt Funds Management LLC, as Sub-Adviser

By: __________________________
Name: MARISA BEENEY
Title: AUTHORIZED SIGNATORY
ACCEPTED AND AGREED:

BORDEN DAIRY HOLDINGS, LLC

By:  
Name: Aron Schwartz  
Title: Vice President

BORDEN DAIRY COMPANY

By:  
Name: William G. White  
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

NATIONAL DAIRY, LLC

By:  
Name: William G. White  
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

BORDEN DAIRY COMPANY OF CINCINNATI, LLC

By:  
Name: William G. White  
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer
ACCEPTED AND AGREED:

BORDEN DAIRY HOLDINGS, LLC

By: ________________
Name: 
Title: 

BORDEN DAIRY COMPANY

By: __________________
Name: William G. White
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

NATIONAL DAIRY, LLC

By: __________________
Name: William G. White
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

BORDEN DAIRY COMPANY OF CINCINNATI, LLC

By: __________________
Name: William G. White
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer
BORDEN TRANSPORT COMPANY OF CINCINNATI, LLC

By: 
Name: William G. White
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

BORDEN DAIRY COMPANY OF OHIO, LLC

By: 
Name: William G. White
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

BORDEN TRANSPORT COMPANY OF OHIO, LLC

By: 
Name: William G. White
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

BORDEN DAIRY COMPANY OF MADISONVILLE, LLC

By: 
Name: William G. White
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer
RGC, LLC

By: [Signature]
Name: William G. White
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

CLAIMS ADJUSTING SERVICES, LLC

By: [Signature]
Name: William G. White
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

BORDEN DAIRY COMPANY OF ALABAMA, LLC

By: [Signature]
Name: William G. White
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

BORDEN DAIRY COMPANY OF TEXAS, LLC

By: [Signature]
Name: William G. White
Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer
BORDEN DAIRY COMPANY OF SOUTH CAROLINA, LLC

By: ________________________________
    Name: William G. White
    Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

NDH TRANSPORT, LLC

By: ________________________________
    Name: William G. White
    Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

BORDEN DAIRY COMPANY OF LOUISIANA, LLC

By: ________________________________
    Name: William G. White
    Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

BORDEN DAIRY COMPANY OF KENTUCKY, LLC

By: ________________________________
    Name: William G. White
    Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer
BORDEN DAIRY COMPANY OF FLORIDA, LLC

By: ____________________________
   Name: William G. White
   Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer

GEORGIA SOFT SERVE DELIGHTS, LLC

By: ____________________________
   Name: William G. White
   Title: Executive Vice President, Chief Financial and Information Technology Officer and Treasurer
EXHIBIT A

ACKNOWLEDGMENT

Reference is hereby made to the Agreement Among Lenders dated as of July 6, 2017 (as amended or otherwise modified from time to time, the “Agreement”), among the Lenders referred to therein, PNC Bank, National Association, as the collateral agent for such Lenders, and PNC Bank, National Association, as the administrative agent for such Lenders to which this Acknowledgment is attached. All capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Agreement when used herein. The undersigned Additional Lender [has executed the ______ Amendment to the Financing Agreement] [entered into an Assignment and Acceptance with a Lender pursuant to Section 12.07 of the Financing Agreement], is a [Term Loan A] [Term Loan B] [Revolving Loan] Lender, and hereby acknowledges the terms and conditions of the Agreement and agrees to be bound thereby.

ADDITIONAL LENDER:

[Insert Name of Additional Lender], as a [Term Loan A] [Term Loan B] [Revolving Loan] Lender

By: __________________________________________
Name: ________________________________________ Title: