

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended June 30, 2020

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
Commission file number 001-35547

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

36-4392754
(I.R.S. Employer
Identification No.)

222 Merchandise Mart, Suite 2024
Chicago, IL 60654
(Address of Principal Executive Offices, Zip Code)
(800) 334-8534
(Registrant's Telephone Number, Including Area Code)

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

<u>Title of Each Class</u>	<u>Trading Symbol</u>	<u>Name of Each Exchange on which Registered</u>
Common Stock, par value \$0.01 per share	MDRX	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of July 27, 2020, there were 162,969,271 shares of the registrant's \$0.01 par value common stock outstanding.

FORM 10-Q

For the Fiscal Quarter Ended June 30, 2020

TABLE OF CONTENTS

	<u>PAGE</u>
<u>PART I. FINANCIAL INFORMATION</u>	<u>3</u>
Item 1. Financial Statements (unaudited)	3
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	27
Item 3. Quantitative and Qualitative Disclosures About Market Risk	38
Item 4. Controls and Procedures	38
<u>PART II. OTHER INFORMATION</u>	<u>39</u>
Item 1. Legal Proceedings	39
Item 1A. Risk Factors	39
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	39
Item 6. Exhibits	39
<u>SIGNATURES</u>	<u>41</u>

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.
CONSOLIDATED BALANCE SHEETS
(Unaudited)

<u>(In thousands, except per share amounts)</u>	<u>June 30, 2020</u>	<u>December 31, 2019</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 199,004	\$ 129,668
Restricted cash	6,194	7,871
Accounts receivable, net of allowance of \$36,972 and \$23,879 as of June 30, 2020 and December 31, 2019, respectively	415,848	459,751
Contract assets, net of allowance of \$1,068 and \$0 as of June 30, 2020 and December 31, 2019, respectively	99,675	95,982
Prepaid expenses and other current assets	<u>149,080</u>	<u>147,990</u>
Total current assets	869,801	841,262
Fixed assets, net	75,728	88,339
Software development costs, net	253,442	243,929
Intangible assets, net	343,636	374,142
Goodwill	1,361,406	1,362,017
Deferred taxes, net	5,333	5,704
Contract assets - long-term, net of allowance of \$4,273 and \$0 as of June 30, 2020 and December 31, 2019, respectively	47,553	67,559
Right-of-use assets - operating leases	107,661	98,020
Other assets	124,278	124,767
Total assets	<u>\$ 3,188,838</u>	<u>\$ 3,205,739</u>

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.
CONSOLIDATED BALANCE SHEETS (CONTINUED)
(Unaudited)

<u>(In thousands, except per share amounts)</u>	<u>June 30, 2020</u>	<u>December 31, 2019</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 75,552	\$ 104,014
Accrued expenses	190,645	270,662
Accrued compensation and benefits	82,097	68,569
Deferred revenue	366,378	379,843
Current maturities of long-term debt	374,538	364,465
Current operating lease liabilities	22,072	23,137
Total current liabilities	1,111,282	1,210,690
Long-term debt	661,703	551,004
Deferred revenue	12,055	12,337
Deferred taxes, net	23,940	21,038
Long-term operating lease liabilities	104,815	95,162
Other liabilities	32,114	30,320
Total liabilities	1,945,909	1,920,551
Commitments and contingencies		
Stockholders' equity:		
Preferred stock: \$0.01 par value, 1,000 shares authorized, no shares issued and outstanding as of June 30, 2020 and December 31, 2019	0	0
Common stock: \$0.01 par value, 349,000 shares authorized as of June 30, 2020 and December 31, 2019; 274,463 and 162,969 shares issued and outstanding as of June 30, 2020, respectively; 272,609 and 162,475 shares issued and outstanding as of December 31, 2019, respectively	2,743	2,725
Treasury stock: at cost, 111,493 and 110,134 shares as of June 30, 2020 and December 31, 2019, respectively	(579,678)	(571,157)
Additional paid-in capital	1,920,645	1,907,348
Accumulated deficit	(95,248)	(49,336)
Accumulated other comprehensive loss	(5,533)	(4,392)
Total stockholders' equity	1,242,929	1,285,188
Total liabilities and stockholders' equity	\$ 3,188,838	\$ 3,205,739

The accompanying notes are an integral part of these consolidated financial statements.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)

<u>(In thousands, except per share amounts)</u>	<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
	<u>2020</u>	<u>2019</u>	<u>2020</u>	<u>2019</u>
Revenue:				
Software delivery, support and maintenance	\$ 256,021	\$ 285,023	\$ 519,633	\$ 560,535
Client services	150,202	159,437	303,303	315,974
Total revenue	<u>406,223</u>	<u>444,460</u>	<u>822,936</u>	<u>876,509</u>
Cost of revenue:				
Software delivery, support and maintenance	74,243	84,056	150,568	165,089
Client services	135,484	147,252	288,270	295,951
Amortization of software development and acquisition-related assets	32,012	29,030	62,653	57,252
Total cost of revenue	<u>241,739</u>	<u>260,338</u>	<u>501,491</u>	<u>518,292</u>
Gross profit	164,484	184,122	321,445	358,217
Selling, general and administrative expenses	114,620	105,542	211,908	205,787
Research and development	48,282	63,414	110,437	127,724
Asset impairment charges	0	3,691	0	3,789
Amortization of intangible and acquisition-related assets	6,328	6,732	13,046	13,529
(Loss) income from operations	<u>(4,746)</u>	<u>4,743</u>	<u>(13,946)</u>	<u>7,388</u>
Interest expense	(11,395)	(10,424)	(23,618)	(20,608)
Other loss, net	(875)	(144,994)	(353)	(144,481)
(Impairment) recovery of long-term investments	(550)	0	(550)	1,045
Equity in net income (loss) of unconsolidated investments	16,834	218	17,034	154
Loss before income taxes	(732)	(150,457)	(21,433)	(156,502)
Income tax (provision) benefit	(6,873)	527	(6,526)	(1,405)
Net loss	<u>(7,605)</u>	<u>(149,930)</u>	<u>(27,959)</u>	<u>(157,907)</u>
Net loss attributable to non-controlling interests	0	0	0	424
Net loss attributable to Allscripts Healthcare Solutions, Inc. stockholders	<u>\$ (7,605)</u>	<u>\$ (149,930)</u>	<u>\$ (27,959)</u>	<u>\$ (157,483)</u>
Net loss attributable to Allscripts Healthcare Solutions, Inc. stockholders per share - Basic	<u>\$ (0.05)</u>	<u>\$ (0.90)</u>	<u>\$ (0.17)</u>	<u>\$ (0.94)</u>
Net loss attributable to Allscripts Healthcare Solutions, Inc. stockholders per share - Diluted	<u>\$ (0.05)</u>	<u>\$ (0.90)</u>	<u>\$ (0.17)</u>	<u>\$ (0.94)</u>

The accompanying notes are an integral part of these consolidated financial statements.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(Unaudited)

<u>(In thousands)</u>	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Net loss	\$ (7,605)	\$ (149,930)	\$ (27,959)	\$ (157,907)
Other comprehensive income (loss):				
Foreign currency translation adjustments	918	(156)	(1,594)	539
Change in fair value of derivatives qualifying as cash flow hedges	1,084	42	611	174
Other comprehensive income (loss) before income tax (expense) benefit	2,002	(114)	(983)	713
Income tax (expense) benefit related to items in other comprehensive income (loss)	(280)	(11)	(158)	(46)
Total other comprehensive income (loss)	1,722	(125)	(1,141)	667
Comprehensive income (loss)	(5,883)	(150,055)	(29,100)	(157,240)
Comprehensive loss attributable to non-controlling interests	0	0	0	424
Comprehensive income (loss), net	<u>\$ (5,883)</u>	<u>\$ (150,055)</u>	<u>\$ (29,100)</u>	<u>\$ (156,816)</u>

The accompanying notes are an integral part of these consolidated financial statements.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Unaudited)

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Number of common shares				
Balance at beginning of period	273,484	272,013	272,609	270,955
Common stock issued under stock compensation plans, net of shares withheld for employee taxes	979	459	1,854	1,517
Balance at end of period	274,463	272,472	274,463	272,472
Common stock				
Balance at beginning of period	\$ 2,733	\$ 2,719	\$ 2,725	\$ 2,709
Common stock issued under stock compensation plans, net of shares withheld for employee taxes	10	5	18	15
Balance at end of period	\$ 2,743	\$ 2,724	\$ 2,743	\$ 2,724
Number of treasury stock shares				
Balance at beginning of period	(111,583)	(105,879)	(110,134)	(99,731)
Issuance of treasury stock	90	61	90	61
Purchase of treasury stock	0	0	(1,449)	(6,148)
Balance at end of period	(111,493)	(105,818)	(111,493)	(105,818)
Treasury stock				
Balance at beginning of period	\$ (580,871)	\$ (525,613)	\$ (571,157)	\$ (460,543)
Issuance of treasury stock	1,193	846	1,193	846
Purchase of treasury stock	0	0	(9,714)	(65,070)
Balance at end of period	\$ (579,678)	\$ (524,767)	\$ (579,678)	\$ (524,767)
Additional paid-in capital				
Balance at beginning of period	\$ 1,914,816	\$ 1,858,319	\$ 1,907,348	\$ 1,881,494
Stock-based compensation	7,166	10,129	17,120	21,523
Common stock issued under stock compensation plans, net of shares withheld for employee taxes	(2,376)	(1,373)	(5,544)	(6,711)
Capped call transactions	797	0	797	0
Issuance of treasury stock	(440)	(144)	(440)	(144)
Warrants issued	682	682	1,364	1,364
Acquisition of non-controlling interest	0	0	0	(29,913)
Balance at end of period	\$ 1,920,645	\$ 1,867,613	\$ 1,920,645	\$ 1,867,613
Retained earnings (accumulated deficit)				
Balance at beginning of period	\$ (87,643)	\$ 125,289	\$ (49,336)	\$ 132,842
Net loss less net loss attributable to non-controlling interests	(7,605)	(149,930)	(27,959)	(157,483)
ASU 2016-13 implementation adjustments	0	0	(17,953)	0
Balance at end of period	\$ (95,248)	\$ (24,641)	\$ (95,248)	\$ (24,641)
Accumulated other comprehensive loss				
Balance at beginning of period	\$ (7,255)	\$ (4,597)	\$ (4,392)	\$ (5,389)
Foreign currency translation adjustments, net	918	(156)	(1,594)	539
Unrecognized gain on derivatives qualifying as cash flow hedges, net of tax	804	31	453	128
Balance at end of period	\$ (5,533)	\$ (4,722)	\$ (5,533)	\$ (4,722)
Non-controlling interest				
Balance at beginning of period	\$ 0	\$ 0	\$ 0	\$ 29,314
Acquisition of non-controlling interest	0	0	0	(28,890)
Net loss attributable to non-controlling interests	0	0	0	(424)
Balance at end of period	\$ 0	\$ 0	\$ 0	\$ 0
Total Stockholders' Equity at beginning of period	\$ 1,241,780	\$ 1,456,117	\$ 1,285,188	\$ 1,580,427
Total Stockholders' Equity at end of period	\$ 1,242,929	\$ 1,316,207	\$ 1,242,929	\$ 1,316,207

The accompanying notes are an integral part of these consolidated financial statements.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(In thousands)	Six Months Ended June 30,	
	2020	2019
Cash flows from operating activities:		
Net loss	\$ (27,959)	\$ (157,907)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	104,524	100,603
Operating right-of-use asset amortization	10,872	11,007
Stock-based compensation expense	17,120	21,790
Deferred taxes	3,132	(1,506)
Asset impairment charges	0	3,789
Impairment (recovery) of long-term investments	550	(1,045)
Equity in net (income) loss of unconsolidated investments	(17,034)	(154)
Other (income) loss, net	(57)	1,992
Changes in operating assets and liabilities (net of businesses acquired):		
Accounts receivable and contract assets, net	47,853	42,256
Prepaid expenses and other assets	(10,905)	(16,691)
Accounts payable	(27,631)	16,285
Accrued expenses	1,973	1,841
Accrued compensation and benefits	13,603	(47,284)
Deferred revenue	(15,371)	(77,342)
Other liabilities	1,615	(2,670)
Operating leases	(10,327)	(11,874)
Accrued DOJ settlement	(73,020)	145,000
Net cash provided by operating activities - continuing operations	18,938	28,090
Net cash (used in) provided by operating activities - discontinued operations	0	(30,000)
Net cash provided by (used in) operating activities	18,938	(1,910)
Cash flows from investing activities:		
Capital expenditures	(4,860)	(9,429)
Capitalized software	(55,277)	(55,222)
Cash paid for business acquisitions, net of cash acquired	0	(11,718)
Sales (purchases) of equity securities, other investments and related intangible assets, net	19,431	(1,159)
Other proceeds from investing activities	0	9
Net cash used in investing activities	(40,706)	(77,519)
Cash flows from financing activities:		
Taxes paid related to net share settlement of equity awards	(5,533)	(6,695)
Repayment of Convertible Senior Notes	(7,361)	0
Payments for issuance costs on 0.875% Convertible Senior Notes	(758)	0
Credit facility payments	(167,500)	(10,000)
Credit facility borrowings, net of issuance costs	285,000	180,000
Repurchase of common stock	(9,714)	(65,070)
Payment of acquisition and other financing obligations	(4,369)	(1,541)
Purchases of subsidiary shares owned by non-controlling interest	0	(54,064)
Net cash provided by financing activities	89,765	42,630
Effect of exchange rate changes on cash and cash equivalents	(338)	143
Net increase (decrease) in cash and cash equivalents	67,659	(36,656)
Cash, cash equivalents and restricted cash, beginning of period	137,539	184,795
Cash, cash equivalents and restricted cash, end of period	205,198	148,139

The accompanying notes are an integral part of these consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)**1. Basis of Presentation and Significant Accounting Policies*****Principles of Consolidation***

The consolidated financial statements include the accounts of Allscripts Healthcare Solutions, Inc. (“Allscripts”) and its wholly-owned subsidiaries and controlled affiliates. All significant intercompany balances and transactions have been eliminated. Each of the terms “we,” “us,” “our” or the “Company” as used herein refers collectively to Allscripts Healthcare Solutions, Inc. and its wholly-owned subsidiaries and controlled affiliates, unless otherwise stated.

Unaudited Interim Financial Information

The unaudited interim consolidated financial statements as of and for the three and six months ended June 30, 2020 and 2019 have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission (the “SEC”) for interim financial reporting. These interim consolidated financial statements are unaudited and, in the opinion of our management, include all adjustments, consisting of normal recurring adjustments and accruals, necessary to present fairly the consolidated financial statements for the periods presented in accordance with generally accepted accounting principles in the United States of America (“GAAP”). The consolidated results of operations for the three and six months ended June 30, 2020 are not necessarily indicative of the results to be expected for the full year ending December 31, 2020.

Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with GAAP have been condensed or omitted in accordance with the SEC’s rules and regulations for interim reporting. The Company believes that the disclosures made are adequate to make these unaudited interim consolidated financial statements not misleading. They should be read in conjunction with the consolidated financial statements and related notes included in our Annual Report on Form 10-K for the year ended December 31, 2019 (our “Form 10-K”).

Use of Estimates

The preparation of consolidated financial statements in accordance with GAAP requires us to make estimates and assumptions that affect the amounts reported and disclosed in the consolidated financial statements and the accompanying notes. Our estimates and assumptions consider the economic implications of COVID-19 on our critical and significant accounting estimates. Actual results could differ materially from these estimates.

Change in Presentation

During the first quarter of 2020, we changed our reportable segments from Provider, Veradigm and Unallocated to Core Clinical and Financial Solutions, Data, Analytics and Care Coordination, and Unallocated. The business units reported within the historical segments have been reallocated into the new segments. Refer to Note 15 “Business Segments” for further discussion on the impact of the change.

Certain reclassifications were made to prior period amounts in order to conform to the current period presentation. These reclassifications had no impact on the reported consolidated prior period financial results.

Significant Accounting Policies

We adopted Accounting Standards Update No. 2016-13, “*Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*” (“ASU 2016-13”) on January 1, 2020 using the cumulative-effect adjustment transition method. The guidance in ASU 2016-13 replaces the incurred loss impairment methodology under current GAAP. The new impairment model requires immediate recognition of estimated credit losses expected to occur for most financial assets and certain other instruments. For available-for-sale debt securities with unrealized losses, the losses will be recognized as allowances rather than reductions in the amortized cost of the securities. ASU 2016-13 is effective for annual periods beginning after December 15, 2019, and interim periods within those annual periods. Refer to Note 2 “Revenue from Contracts with Customers” and Note 3 “Accounts Receivable” for further discussion on the impact of adoption.

Recently Adopted Accounting Pronouncements

In August 2018, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update No. 2018-13, “*Fair Value Measurement (Topic 820) – Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*” (“ASU 2018-13”), which eliminates, adds and modifies certain disclosure requirements for fair value measurements. Entities will no longer be required to disclose the amount of and reasons for transfers between Level 1 and Level 2 of the fair value hierarchy, but public companies will be required to disclose the range and weighted-average of significant unobservable inputs used to develop Level 3 fair value measurements. ASU 2018-13 will be effective for all entities for interim and annual periods beginning after December 15, 2019, with early adoption permitted. We adopted ASU 2018-13 on January 1, 2020, and the adoption had no impact on our consolidated financial statements.

In March 2020, the FASB issued Accounting Standards Update No. 2020-04, “Reference Rate Reform (Topic 848) – Facilitation of the Effects of Reference Rate Reform on Financial Reporting” (“ASU 2020-04”), which provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships, and other transactions affected by reference rate reform if certain criteria are met. The amendments in ASU 2020-04 apply only to contracts, hedging relationships, and other transactions that reference LIBOR or another reference rate expected to be discontinued because of reference rate reform. ASU 2020-04 will be effective for all entities as of March 12, 2020 through December 31, 2022. We adopted ASU 2020-04 on March 12, 2020, and the adoption had no impact on our consolidated financial statements.

Accounting Pronouncements Not Yet Adopted

In December 2019, the FASB issued Accounting Standards Update No. 2019-12, “Income Taxes (Topic 740)” (“ASU 2019-12”), which is part of the FASB’s overall simplification initiative to reduce the costs and complexity of applying accounting standards while maintaining or improving the usefulness of the information provided to users of financial statements. ASU 2019-12 simplifies accounting guidance for intraperiod allocations, deferred tax liabilities, year-to-date losses in interim periods, franchise taxes, step-up in tax basis of goodwill, separate entity financial statements and interim recognition of tax laws or rate changes. ASU 2019-12 is effective for public business entities for annual reporting periods beginning after December 15, 2020, with early adoption permitted. We are currently evaluating the impact of this accounting guidance.

We do not believe that any other recently issued, but not yet effective accounting standards, if adopted, will have a material impact on our consolidated financial statements.

2. Revenue from Contracts with Customers

Our two primary revenue streams are (i) software delivery, support and maintenance and (ii) client services. Software delivery, support and maintenance revenue consists of all of our proprietary software sales (either under a perpetual or term license delivery model), subscription-based software sales, transaction-related revenue, the resale of hardware and third-party software and revenue from post-contract client support and maintenance services, which include telephone support services, maintaining and upgrading software and ongoing enhanced maintenance. Client services revenue consists of revenue from managed services solutions, such as private cloud hosting, outsourcing and revenue cycle management, as well as other client services and project-based revenue from implementation, training and consulting services. For some clients, we host the software applications licensed from us using our own or third-party servers. For other clients, we offer an outsourced service in which we assume partial to total responsibility for a healthcare organization’s IT operations using our employees.

At June 30, 2020 and December 31, 2019, we had capitalized costs to obtain or fulfill a contract of \$19.2 million and \$20.8 million, respectively, in Prepaid and other current assets and \$34.1 million and \$32.9 million, respectively, in Other assets. During the three months ended June 30, 2020 and 2019, we recognized \$6.6 million and \$7.4 million, respectively, of amortization expense related to such capitalized costs. During the six months ended June 30, 2020 and 2019, we recognized \$14.1 million and \$15.0 million, respectively, of amortization expense related to such capitalized costs. The amortization of these capitalized costs to obtain a contract are included in Selling, general and administrative expense within our consolidated statements of operations.

The timing of revenue recognition, billings and cash collections results in billed and unbilled accounts receivable, contract assets and customer advances and deposits. Accounts receivable, net includes both billed and unbilled amounts where the right to receive payment is unconditional and only subject to the passage of time. Contract assets include amounts where revenue recognized exceeds the amount billed to the customer and the right to payment is not solely subject to the passage of time. Deferred revenue includes advanced payments and billings in excess of revenue recognized. Our contract assets and deferred revenue are reported in a net position on an individual contract basis at the end of each reporting period. Contract assets are classified as current or long-term based on the timing of when we expect to complete the related performance obligations and bill the customer. Deferred revenue is classified as current or long-term based on the timing of when we expect to recognize revenue.

The breakdown of revenue recognized based on the origination of performance obligations and elected accounting expedients is presented in the table below:

(In thousands)	Three Months Ended March 31, 2020	Three Months Ended June 30, 2020
Revenue related to deferred revenue balance at beginning of period	\$ 140,132	\$ 155,616
Revenue related to new performance obligations satisfied during the period	216,990	196,110
Revenue recognized under "right-to-invoice" expedient	58,059	54,082
Reimbursed travel expenses, shipping and other revenue	1,532	415
Total revenue	\$ 416,713	\$ 406,223

(In thousands)	Three Months Ended March 31, 2019	Three Months Ended June 30, 2019
Revenue related to deferred revenue balance at beginning of period	\$ 126,184	\$ 146,150
Revenue related to new performance obligations satisfied during the period	248,221	233,696
Revenue recognized under "right-to-invoice" expedient	55,923	62,245
Reimbursed travel expenses, shipping and other revenue	1,721	2,369
Total revenue	\$ 432,049	\$ 444,460

The aggregate amount of contract transaction price related to remaining unsatisfied performance obligations (commonly referred to as "backlog") represents contracted revenue that has not yet been recognized and includes both deferred revenue and amounts that will be invoiced and recognized as revenue in future periods. Total backlog equaled \$4.4 billion as of June 30, 2020, of which we expect to recognize approximately 33% over the next 12 months, and the remaining 67% thereafter.

Revenue Recognition

We recognize revenue only when we satisfy an identified performance obligation (or bundle of obligations) by transferring control of a promised product or service to a customer. We consider a product or service to be transferred when a customer obtains control because a customer has sole possession of the right to use (or the right to direct the use of) the product or service for the remainder of its economic life or to consume the product or service in its own operations. We evaluate the transfer of control primarily from the customer's perspective as this reduces the risk that revenue is recognized for activities that do not transfer control to the customer.

The majority of our revenue is recognized over time because a customer continuously and simultaneously receives and consumes the benefits of our performance. The exceptions to this pattern are our sales of perpetual and term software licenses, and hardware, where we determined that a customer obtains control of the asset upon granting of access, delivery or shipment.

We disaggregate our revenue from contracts with customers based on the type of revenue and nature of revenue stream, as we believe those categories best depict how the nature, amount, timing and uncertainty of our revenue and cash flows are affected by economic factors. The below tables summarize revenue by type and nature of revenue stream as well as by our reportable segments:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Revenue:				
Recurring revenue	\$ 335,088	\$ 350,113	\$ 676,307	\$ 698,749
Non-recurring revenue	71,135	94,347	146,629	177,760
Total revenue	\$ 406,223	\$ 444,460	\$ 822,936	\$ 876,509

Three Months Ended June 30, 2020				
(In thousands)	Core Clinical and Financial Solutions	Data, Analytics and Care Coordination	Unallocated Amounts	Total
Software delivery, support and maintenance	\$ 167,219	\$ 81,856	\$ 6,946	\$ 256,021
Client services	143,880	3,305	3,017	150,202
Total revenue	\$ 311,099	\$ 85,161	\$ 9,963	\$ 406,223

Three Months Ended June 30, 2019				
(In thousands)	Core Clinical and Financial Solutions	Data, Analytics and Care Coordination	Unallocated Amounts	Total
Software delivery, support and maintenance	\$ 194,053	\$ 84,947	\$ 6,023	\$ 285,023
Client services	153,729	3,038	2,670	159,437
Total revenue	\$ 347,782	\$ 87,985	\$ 8,693	\$ 444,460

Six Months Ended June 30, 2020				
(In thousands)	Core Clinical and Financial Solutions	Data, Analytics and Care Coordination	Unallocated Amounts	Total
Software delivery, support and maintenance	\$ 341,302	\$ 165,796	\$ 12,535	\$ 519,633
Client services	290,129	7,723	5,451	303,303
Total revenue	\$ 631,431	\$ 173,519	\$ 17,986	\$ 822,936

(In thousands)	Six Months Ended June 30, 2019			
	Core Clinical and Financial Solutions	Data, Analytics and Care Coordination	Unallocated Amounts	Total
Software delivery, support and maintenance	\$ 383,435	\$ 164,455	\$ 12,645	\$ 560,535
Client services	304,759	5,936	5,279	315,974
Total revenue	\$ 688,194	\$ 170,391	\$ 17,924	\$ 876,509

Contract Assets – Estimate of Credit Losses

We adopted ASU 2016-13 on January 1, 2020 using the cumulative-effect adjustment transition method. The new guidance required the recognition of lifetime estimated credit losses expected to occur for contract assets. The guidance also required that we pool assets with similar risk characteristics and consider current economic conditions when estimating losses. The adoption of ASU 2016-13 for contract assets was recorded as a debit to retained earnings of \$5.3 million as of January 1, 2020.

At adoption, we segmented the contract asset population into pools based on their risk assessment. Risks related to contract assets are a customer's inability to pay or bankruptcy. Each pool was defined by their internal credit assessment, and business size. The pools are aligned with management's review of financial performance. For the six months ended June 30, 2020, no adjustment to the pools was necessary.

We utilized a loss-rate method to measure expected credit loss for each pool. The loss rate is calculated using a twenty-four-month lookback period of credit memos and adjustments divided by the average contract asset balance for each pool during that period. We considered current economic conditions, including how the COVID-19 pandemic is impacting the global economy, internal forecasts, cash collection and credit memos written during the current period when assessing loss rates. We reviewed these factors and concluded that no adjustments should be made to the historical loss rate data. The June 30, 2020 analysis resulted in no change in the ending estimate of credit losses.

Changes in the estimate of credit losses for contract assets are presented in the table below.

(In thousands)	Total
Balance at January 1, 2020	\$ 5,341
Current period provision	0
Balance at June 30, 2020	\$ 5,341
Less: Contract assets, short-term	1,068
Total contract assets, long-term	\$ 4,273

3. Accounts Receivable

Trade Accounts Receivable – Estimate of Credit Losses

We adopted ASU 2016-13 on January 1, 2020 using the cumulative-effect adjustment transition method. The new guidance required the recognition of lifetime estimated credit losses expected to occur for trade accounts receivable. The guidance also required that we pool assets with similar risk characteristics and consider current economic conditions when estimating losses. The adoption of ASU 2016-13 for trade accounts receivable was recorded as a debit to retained earnings of \$12.6 million as of January 1, 2020.

At adoption, we segmented the accounts receivable population into pools based on their risk assessment. Risks related to trade accounts receivable are a customer's inability to pay or bankruptcy. Each pool was defined by their internal credit assessment, and business size. The pools are aligned with management's review of financial performance. For the six months ended June 30, 2020, no adjustment to the pools was necessary.

We utilized a loss-rate method to measure expected credit loss for each pool. The loss rate is calculated using a twelve-month lookback period of credit memos and adjustments divided by the average accounts receivable balance for each pool during that period. We considered current economic conditions, including how the COVID-19 pandemic is impacting the global economy, internal forecasts, cash collection and credit memos written during the current period when assessing loss rates. We reviewed these factors and concluded that no adjustments should be made to the historical loss rate data.

Changes in the estimate of credit losses for trade accounts receivable are presented in the tables below.

(In thousands)	Total
Balance at January 1, 2020	\$ 36,490
Current period provision	4,261
Write-offs	(3,811)
Recoveries	32
Balance at June 30, 2020	\$ 36,972

4. Leases

We determine whether an arrangement is a lease at inception. Assets leased under an operating lease arrangement are recorded in Right-of-use assets – operating leases and the associated lease liabilities are included in Current operating lease liabilities and Long-term operating lease liabilities within the consolidated balance sheets. Assets leased under finance lease arrangements are recorded within fixed assets and the associated lease liabilities are recorded within Accrued expenses and Other liabilities within the consolidated balance sheets.

Right-of-use assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. Operating lease right-of-use assets and liabilities are recognized at commencement date based on the present value of lease payments over the expected lease term. Since our lease arrangements do not provide an implicit rate, we use our incremental borrowing rate in conjunction with the market swap rate for the expected remaining lease term at commencement date for new leases in determining the present value of future lease payments. Our expected lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Operating lease expense is recognized on a straight-line basis over the lease term.

We have elected the group of practical expedients under ASU 2016-02 to forego assessing upon adoption: (1) whether any expired contracts are or contain leases; (2) the lease classification for any existing or expired leases and (3) any indirect costs that would have qualified for capitalization for any existing leases. We have lease agreements with lease and non-lease components, which are generally accounted for separately except for real estate and vehicle leases, which we have elected to combine through a practical expedient under ASU 2016-02. Non-lease components for our leases typically consist of executory costs, and the practical expedient allows for all executory costs to be recorded as lease payments. Additionally, for certain equipment leases, we apply a portfolio approach to effectively record right-of-use assets and liabilities.

Our operating leases mainly include office leases and our finance leases include office and computer equipment leases. Our finance leases are not significant. Our leases have remaining lease terms up to 8 years, some of which include options to extend the leases for up to 5 years, which may include options to terminate the leases within 1 year. Operating costs associated with leased assets are as follows:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Operating lease cost ⁽¹⁾	\$ 6,439	\$ 7,051	\$ 13,361	\$ 13,768
Less: Sublease income	(166)	(778)	(769)	(1,580)
Total operating lease costs	\$ 6,273	\$ 6,273	\$ 12,592	\$ 12,188

(1) Operating lease costs are recognized on a straight-line basis and are included in Selling, general and administrative expenses within the consolidated statements of operations.

Supplemental information for operating leases is as follows:

(In thousands)	Six Months Ended June 30,	
	2020	2019
Operating cash flows from operating leases	\$ 14,283	\$ 14,688
Right-of-use assets obtained in exchange for operating lease obligations	\$ 23,056	\$ 128,664

The balance sheet location and balances for operating leases are as follows:

(In thousands, except lease term and discount rate)	June 30, 2020	December 31, 2019
Right-of-use assets - operating leases	\$ 107,661	\$ 98,020
Current operating lease liabilities	\$ 22,072	\$ 23,137
Long-term operating lease liabilities	\$ 104,815	\$ 95,162
Weighted average remaining lease term (in years)	6	6
Weighted average discount rate	3.6%	4.4%

The future maturities of our leasing arrangements including lease and non-lease components are shown in the below table. The maturities are calculated using foreign currency exchange rates in effect as of June 30, 2020.

(In thousands)	June 30, 2020	
	Operating Leases	
Remainder of 2020	\$	13,254
2021		26,469
2022		24,914
2023		22,732
2024		17,188
Thereafter		36,462
Total lease liabilities		141,019
Less: Amount representing interest		(14,132)
Less: Short-term lease liabilities		(22,072)
Total long-term lease liabilities	\$	104,815

5. Business Combinations

On July 2, 2019, we acquired the Pinnacle and Diabetes Collaborative Registries from the American College of Cardiology (“ACC”) as part of our broader strategic partnership with the ACC. The total purchase price was \$19.7 million, consisting of an initial payment of \$11.7 million plus up to an aggregate of \$8.0 million pending the attainment certain milestones over the next 18 months. The contingent consideration of up to \$8.0 million was valued at \$5.0 million at the time of closing. As part of this partnership, we operate Pinnacle and Diabetes Collaborative Registries, which extends our EHR-enabled ambulatory network to create a large-scale chronic disease network. The business is included in our Data, Analytics and Care Coordination business segment.

On June 10, 2019, we acquired the assets of a business engaged in the development, implementation, customization, marketing, licensing and sale of a specialty prescription drug platform, including software that collects, saves and transmits information required to fill a prescription. The drug platform and software enables healthcare providers, pharmacists and payors to digitally interact with one another to fill a prescription. The business is included in our Data, Analytics and Care Coordination business segment.

On March 1, 2019, we acquired all of the outstanding minority interests in Pulse8, Inc., a healthcare analytics and technology company that provides business intelligence software solutions for health plans and at-risk providers to enable them to analyze their risk adjustment and quality management programs, for \$53.8 million (subject to adjustments for net working capital and a contingency holdback). We initially acquired a controlling stake in Pulse 8, Inc. on September 8, 2016. This transaction was treated as an equity transaction, and the cash payment is reported as part of cash flow from financing activities in the consolidated statement of cash flows for the six months ended June 30, 2019.

6. Fair Value Measurements and Long-term Investments

Fair value measurements are based upon observable and unobservable inputs.

Level 1: Inputs are unadjusted quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2: Quoted prices for similar instruments in active markets with inputs that are observable, either directly or indirectly. Our Level 2 derivative financial instruments include foreign currency forward contracts valued based upon observable values of spot and forward foreign currency exchange rates.

Level 3: Unobservable inputs are significant to the fair value of the asset or liability, and include situations where there is little, if any, market activity for the asset or liability. Our Level 3 instruments include the 1.25% Call Option asset and the 1.25% embedded cash conversion option liability that are not actively traded. The changes in unobservable inputs to the valuation pricing model used to value these instruments is not material to our consolidated results of operations. Level 3 instruments also include the fair value of contingent consideration related to completed acquisitions. The fair values are based on discounted cash flow analyses reflecting the likelihood of achieving specified performance measures or events and captures the contractual nature of the contingencies, commercial risk or time value of money.

The following table summarizes our financial assets and liabilities measured at fair value on a recurring basis as of the respective balance sheet dates:

(In thousands)	Balance Sheet Classifications	June 30, 2020				December 31, 2019			
		Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Foreign exchange derivative assets	Prepaid expenses and other current assets	\$ 0	\$ 611	\$ 0	\$ 611	\$ 0	\$ 0	\$ 0	\$ 0
1.25% Call Option	Other assets	0	0	0	0	0	0	84	84
Total assets		<u>\$ 0</u>	<u>\$ 611</u>	<u>\$ 0</u>	<u>\$ 611</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 84</u>	<u>\$ 84</u>
Contingent consideration - current	Accrued expenses	\$ 0	\$ 0	\$ 13,699	\$ 13,699	\$ 0	\$ 0	\$ 17,116	\$ 17,116
Contingent consideration - long-term	Other liabilities	0	0	2,415	2,415	0	0	2,415	2,415
1.25% Embedded cash conversion option	Other liabilities	0	0	0	0	0	0	185	185
Total liabilities		<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 16,114</u>	<u>\$ 16,114</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 19,716</u>	<u>\$ 19,716</u>

The changes in Level 3 assets and liabilities measured at fair value on a recurring basis at June 30, 2020 are summarized as follows:

(In thousands)	Contingent Consideration	1.25% Notes Call Spread Overlay
Balance at December 31, 2019	\$ 19,531	\$ (101)
Additions	772	0
Payments/write-downs	(4,189)	0
Fair value adjustments	0	101
Balance at June 30, 2020	<u>\$ 16,114</u>	<u>\$ 0</u>

The following table summarizes the quantitative information about our Level 3 fair value measurements at June 30, 2020:

(In thousands, except the discount rate)	Fair Value	Valuation Technique	June 30, 2020		Weighted Average (1)
			Significant Unobservable Inputs	Ranges of Inputs	
Financial instruments:					
Contingent consideration	\$ 16,114	Probability Weighted Discounted cash flow	Discount rate	4% to 5%	4%
			Revenue	\$0 to \$62,500	\$ 31,250
			Registry members	0 to 1,551	776
			Patient data volume	0 to 52,845	26,422
			Projected year of payment	2020 to 2021	
Total financial instruments	<u>\$ 16,114</u>				

(1) The weighted average is calculated based upon the absolute fair value of the instruments.

Long-term Investments

The following table summarizes our long-term equity investments which are included in Other assets in the accompanying consolidated balance sheets:

(In thousands, except for number of investees)	Number of Investees at June 30, 2020	Original Cost	Carrying Value at	
			June 30, 2020	December 31, 2019
Equity method investments ⁽¹⁾	3	\$ 7,099	\$ 10,667	\$ 11,332
Cost less impairment	8	37,568	27,766	32,462
Total long-term equity investments	<u>11</u>	<u>\$ 44,667</u>	<u>\$ 38,433</u>	<u>\$ 43,794</u>

(1) Allscripts share of the earnings of our equity method investees is reported based on a one quarter lag.

During the six months ended June 30, 2020, we recorded a \$16.8 million gain from the sale of a third-party equity method investment.

As of June 30, 2020, it is not possible to estimate the fair value of our non-marketable cost and equity method investments, primarily because of their illiquidity and restricted marketability. The factors we considered in trying to determine fair value include, but are not limited to, available financial information, the issuer's ability to meet its current obligations, the issuer's subsequent or planned raises of capital and observable price changes in orderly transactions.

Impairment and Recovery of Long-term Investments

During the six months ended June 30, 2020, we reached a settlement agreement with one of our third-party equity-method investments, which resulted in the recognition of a \$0.6 million impairment charge. During the six months ended June 30, 2019, we recovered \$1.0 million from a third-party cost-method investment that we had previously impaired. The impairment charge and the amount recovered are recognized in the (Impairment) recovery of long-term investments.

Long-term Financial Liabilities

Our long-term financial liabilities include amounts outstanding under our senior secured credit facility (as described in Note 10, "Debt"), with carrying values that approximate fair value since the interest rates approximate current market rates. The carrying amount of our 1.25% Cash Convertible Senior Notes (the "1.25% Notes") approximates fair value as of June 30, 2020, since the effective interest rate on the 1.25% Notes approximates current market rates. Refer to Note 10, "Debt," for further information regarding our long-term financial liabilities.

7. Stockholders' Equity

Stock-based Compensation Expense

Stock-based compensation expense recognized during the three and six months ended June 30, 2020 and 2019 is included in our consolidated statements of operations as shown in the below table. Stock-based compensation expense includes both non-cash expense related to grants of stock-based awards as well as cash expense related to the employee discount applied to purchases of our common stock under our employee stock purchase plan. No stock-based compensation costs were capitalized during the three and six months ended June 30, 2020 and 2019.

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Cost of revenue:				
Software delivery, support and maintenance	\$ 343	\$ 614	\$ 918	\$ 1,127
Client services	808	1,163	1,899	2,256
Total cost of revenue	1,151	1,777	2,817	3,383
Selling, general and administrative expenses	5,081	6,831	12,123	15,156
Research and development	1,428	2,571	3,823	5,448
Total stock-based compensation expense	\$ 7,660	\$ 11,179	\$ 18,763	\$ 23,987

Allscripts Long-Term Incentive Plan

We measure stock-based compensation expense at the grant date based on the fair value of the award. We recognize the expense for service-based share awards over the requisite service period on a straight-line basis, net of estimated forfeitures. We recognize the expense for performance-based and market-based share awards over the vesting period under the accelerated attribution method, net of estimated forfeitures. In addition, we recognize stock-based compensation cost for awards with performance conditions if and when we conclude that it is probable that the performance conditions will be achieved.

The fair value of service-based and performance-based restricted stock units is measured at the underlying closing share price of our common stock on the date of grant. The fair value of market-based restricted stock units is measured using the Monte Carlo pricing model. No stock options were granted during the three and six months ended June 30, 2020 and 2019.

We granted stock-based awards as follows:

(In thousands, except per share amounts)	Three Months Ended June 30, 2020		Six Months Ended June 30, 2020	
	Shares	Weighted-Average Grant Date Fair Value	Shares	Weighted-Average Grant Date Fair Value
Service-based restricted stock units	4,021	\$ 6.21	4,418	\$ 6.39
Market-based restricted stock units with a service condition	0	\$ 0.00	595	\$ 9.98
	<u>4,021</u>	<u>\$ 6.21</u>	<u>5,013</u>	<u>\$ 6.82</u>

During the six months ended June 30, 2020 and the year ended December 31, 2019, 1.9 million and 1.7 million shares of common stock, respectively, were issued in connection with the exercise of options and the release of restrictions on stock awards.

Net Share-settlements

Upon vesting, restricted stock units are generally net share-settled to cover the required withholding tax, and the remaining amount is converted into an equivalent number of shares of common stock. The majority of restricted stock units and awards that vested during the six months ended June 30, 2020 and 2019 were net-share settled such that we withheld shares with fair value equivalent to the employees' minimum statutory obligation for the applicable income and other employment taxes and remitted the cash to the appropriate taxing authorities. Total payments for the employees' minimum statutory tax obligations to the taxing authorities are reflected as a financing activity within the accompanying consolidated statements of cash flows. The total shares withheld for the six months ended June 30, 2020 and 2019 were 764 thousand and 651 thousand, respectively, and were based on the value of the restricted stock units on their vesting date as determined by our closing stock price. These net-share settlements had the effect of share repurchases by us as they reduced the number of shares that would have otherwise been issued as a result of the vesting.

Stock Repurchases

On August 2, 2018, we announced that our Board of Directors approved a stock purchase program (the "2018 Program") under which we may repurchase up to \$250 million of our common stock through December 31, 2020. We repurchased 1.5 million shares of our common stock under the 2018 Program for a total of \$9.7 million during the six months ended June 30, 2020. We repurchased no shares during the three months ended June 30, 2020. The approximate dollar value of shares that may yet be purchased under the 2018 Program is \$92.1 million as of June 30, 2020. We repurchased 6.1 million shares of our common stock under the 2018 Program for a total of \$64.9 million during the six months ended June 30, 2019. We repurchased no shares during the three months ended June 30, 2019. Any future stock repurchase transactions may be made through open market transactions, block trades, privately negotiated transactions (including accelerated share repurchase transactions) or other means, subject to market conditions. Any repurchase activity will depend on many factors such as our working capital needs, cash requirements for investments, debt repayment obligations, economic and market conditions at the time, including the price of our common stock, and other factors that we consider relevant. Our stock repurchase program may be accelerated, suspended, delayed or discontinued at any time.

8. Earnings (Loss) Per Share

Basic earnings (loss) per share is computed by dividing net income (loss) by the weighted-average shares of common stock outstanding. For purposes of calculating diluted earnings (loss) per share, the denominator includes both the weighted-average shares of common stock outstanding and dilutive common stock equivalents. Dilutive common stock equivalents consist of stock options, restricted stock unit awards and warrants calculated under the treasury stock method.

The calculations of earnings (loss) per share are as follows:

(In thousands, except per share amounts)	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Basic earnings (loss) per Common Share:				
Net loss	\$ (7,605)	\$ (149,930)	\$ (27,959)	\$ (157,907)
Net loss attributable to non-controlling interests	0	0	0	424
Net loss attributable to Allscripts Healthcare Solutions, Inc. stockholders	\$ (7,605)	\$ (149,930)	\$ (27,959)	\$ (157,483)
Weighted-average common shares outstanding	162,682	166,522	162,571	168,230
Net loss attributable to Allscripts Healthcare Solutions, Inc. stockholders per Common Share	\$ (0.05)	\$ (0.90)	\$ (0.17)	\$ (0.94)
Diluted earnings (loss) per Common Share:				
Net loss	\$ (7,605)	\$ (149,930)	\$ (27,959)	\$ (157,907)
Net loss attributable to non-controlling interests	0	0	0	424
Net loss attributable to Allscripts Healthcare Solutions, Inc. stockholders	\$ (7,605)	\$ (149,930)	\$ (27,959)	\$ (157,483)
Weighted-average common shares outstanding	162,682	166,522	162,571	168,230
Plus: Dilutive effect of stock options, restricted stock unit awards and warrants	0	0	0	0
Weighted-average common shares outstanding assuming dilution	162,682	166,522	162,571	168,230
Net loss attributable to Allscripts Healthcare Solutions, Inc. stockholders per Common Share	\$ (0.05)	\$ (0.90)	\$ (0.17)	\$ (0.94)

Due to the net loss attributable to Allscripts Healthcare Solutions, Inc. stockholders for the three and six months ended June 30, 2020 and 2019, we used basic weighted-average common shares outstanding in the calculation of diluted loss per share for those periods, since the inclusion of any stock equivalents would be anti-dilutive.

The following stock options, restricted stock unit awards and warrants are not included in the computation of diluted earnings (loss) per share as the effect of including such stock options, restricted stock unit awards and warrants in the computation would be anti-dilutive:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Shares subject to anti-dilutive stock options, restricted stock unit awards and warrants excluded from calculation	50,988	29,720	49,304	27,358

9. Goodwill and Intangible Assets

Goodwill and intangible assets consist of the following:

(In thousands)	June 30, 2020			December 31, 2019		
	Gross Carrying Amount	Accumulated Amortization	Intangible Assets, Net	Gross Carrying Amount	Accumulated Amortization	Intangible Assets, Net
Intangibles subject to amortization:						
Proprietary technology	\$ 546,094	\$ (454,615)	\$ 91,479	\$ 546,373	\$ (437,640)	\$ 108,733
Customer contracts and relationships	701,651	(501,494)	200,157	702,034	(488,625)	213,409
Total	\$ 1,247,745	\$ (956,109)	\$ 291,636	\$ 1,248,407	\$ (926,265)	\$ 322,142
Intangibles not subject to amortization:						
Registered trademarks			\$ 52,000			\$ 52,000
Goodwill			1,361,406			1,362,017
Total			\$ 1,413,406			\$ 1,414,017

Changes in the carrying amounts of goodwill by reportable segment for the six months ended June 30, 2020 were as follows:

(In thousands)	Core Clinical and Financial Solutions	Data, Analytics and Care Coordination	Unallocated Amounts	Total
Balance as of December 31, 2019	734,883	552,471	74,663	1,362,017
Foreign exchange translation	(611)	0	0	(611)
Balance as of June 30, 2020	<u>\$ 734,272</u>	<u>\$ 552,471</u>	<u>\$ 74,663</u>	<u>\$ 1,361,406</u>

There are \$39.2 million in accumulated impairment losses associated with our goodwill as of June 30, 2020 and December 31, 2019.

10. Debt

Debt outstanding, excluding lease obligations, consists of the following:

(In thousands)	June 30, 2020			December 31, 2019		
	Principal Balance	Unamortized Discount and Debt Issuance Costs	Net Carrying Amount	Principal Balance	Unamortized Discount and Debt Issuance Costs	Net Carrying Amount
0.875% Convertible Senior Notes ⁽¹⁾	\$ 167,853	\$ (258)	\$ 168,111	\$ 177,942	\$ 4,697	\$ 173,245
1.25% Cash Convertible Senior Notes	345,000	0	345,000	345,000	7,552	337,448
Senior Secured Credit Facility	527,500	4,370	523,130	410,000	5,224	404,776
Total debt	\$ 1,040,353	\$ 4,112	\$ 1,036,241	\$ 932,942	\$ 17,473	\$ 915,469
Less: Debt payable within one year	375,000	462	374,538	364,653	188	364,465
Total long-term debt, less current maturities	<u>\$ 665,353</u>	<u>\$ 3,650</u>	<u>\$ 661,703</u>	<u>\$ 568,289</u>	<u>\$ 17,285</u>	<u>\$ 551,004</u>

(1) Principal balance is \$207,911 thousand; \$167,853 thousand is recognized in debt and \$40,058 thousand is recognized in additional paid-in capital

Interest expense consists of the following:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Interest expense	\$ 5,680	\$ 6,434	\$ 12,187	\$ 12,663
Amortization of discounts and debt issuance costs	5,715	3,990	11,431	7,945
Total interest expense	<u>\$ 11,395</u>	<u>\$ 10,424</u>	<u>\$ 23,618</u>	<u>\$ 20,608</u>

Interest expense related to the 0.875% Convertible Senior Notes and the 1.25% Cash Convertible Senior Notes, included in the table above, consisted of the following:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Coupon interest	\$ 1,555	\$ 1,078	\$ 3,110	\$ 2,156
Amortization of discounts and debt issuance costs	5,288	3,614	10,576	7,191
Total interest expense related to the convertible notes	<u>\$ 6,843</u>	<u>\$ 4,692</u>	<u>\$ 13,686</u>	<u>\$ 9,347</u>

Allscripts Senior Secured Credit Facility

On February 15, 2018, Allscripts and Healthcare LLC entered into a Second Amended and Restated Credit Agreement (the "Second Amended Credit Agreement"), with JPMorgan Chase Bank, N.A., as administrative agent. The Second Amended Credit Agreement provides for a \$400 million senior secured term loan (the "Term Loan") and a \$900 million senior secured revolving facility (the "Revolving Facility"), each with a five-year term. The Term Loan is repayable in quarterly installments, which began on June 30, 2018. A total of up to \$50 million of the Revolving Facility is available for the issuance of letters of credit, up to \$10 million of the Revolving Facility is available for swingline loans, and up to \$100 million of the Revolving Facility could be borrowed under certain foreign currencies.

As of June 30, 2020, \$317.5 million under the Term Loan, \$210.0 million under the Revolving Facility, and \$1.0 million in letters of credit were outstanding under the Second Amended Credit Agreement.

As of June 30, 2020, the interest rate on the borrowings under the Second Amended Credit Agreement was LIBOR plus 2.00%, which totaled 2.18%. We were in compliance with all covenants under the Second Amended Credit Agreement as of June 30, 2020.

On August 7, 2019, we entered into a First Amendment to the Second Amended Credit Agreement in order to remain compliant with the covenants of our Second Amended Credit Agreement. The First Amendment provided the financial flexibility to settle the U.S. Department of Justice's investigations as discussed in Note 14, "Contingencies" while maintaining our compliance with the covenants of our Second Amended Credit Agreement. None of the original terms of our Second Amended Credit Agreement relating to scheduled future principal payments, applicable interest rates and margins or borrowing capacity under our Revolving Facility were amended. In connection with this amendment, we incurred fees and other costs totaling \$0.8 million, of which a majority was capitalized.

As of June 30, 2020, we had \$689.0 million available, net of outstanding letters of credit, under our Revolving Facility. There can be no assurance that we will be able to draw on the full available balance of our Revolving Facility if the financial institutions that have extended such credit commitments become unwilling or unable to fund such borrowings or if we are unable to maintain compliance with applicable covenants.

0.875% Convertible Senior Notes

The issuance in December 2019 of the combined \$218.0 million aggregate principal amount of the 0.875% Convertible Senior Notes resulted in \$0.7 million in debt issuance costs, which were paid in January 2020. We have separately recorded liability and equity components of the 0.875% Convertible Senior Notes, including any discounts and issuance costs, by allocating the proceeds from the issuance between the liability component and the embedded conversion option, or equity component. This allocation was completed by first estimating an interest rate at the time of issuance for similar notes that do not include an embedded conversion option. The interest rate of 1.95% was used to compute the initial fair value of the liability component, which totaled \$177.9 million at the time of issuance. The excess of the initial proceeds received from the 0.875% Convertible Senior Notes and the \$177.9 million liability component was allocated to the equity component, which totaled \$40.1 million at the time of issuance before deducting any paid capped call fees. The equity component of \$40.1 million, the \$17.2 million in paid capped call fees and an allocation of \$1.1 million in combined discounts and issuance costs were recorded in Additional paid-in capital within the consolidated balance sheets in December 2019. These were recorded as a discount that will be accreted into interest expense through January 1, 2027 using the interest method. In June 2020, we paid \$7.7 million to repurchase \$10.1 million of the aggregate principal amount of the 0.875% Convertible Senior Notes, which resulted in a \$0.5 million gain. In connection with the repurchase, the capped call transaction was partially terminated, and we received \$0.3 million, which resulted in a recognition of \$0.8 million in equity to offset the capped call fees and a \$0.5 million loss. The remaining principal amount of the 0.875% Convertible Senior Notes at June 30, 2020 totaled \$207.9 million. The carrying value of the combined equity component, net of capped call fees, issuance costs and accretion, at June 30, 2020 totaled \$18.7 million.

1.25% Cash Convertible Senior Notes

As of June 30, 2020, the if-converted value of the 1.25% Notes did not exceed the 1.25% Notes' principal amount.

The following table summarizes future debt payment obligations as of June 30, 2020:

(In thousands)	Total	Remainder of 2020	2021	2022	2023	2024	Thereafter
0.875% Convertible Senior Notes ⁽¹⁾	\$ 207,911	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 207,911
1.25% Cash Convertible Senior Notes ⁽²⁾	345,000	345,000	0	0	0	0	0
Term Loan	317,500	15,000	30,000	37,500	235,000	0	0
Revolving Facility ⁽³⁾	210,000	0	0	0	210,000	0	0
Total debt	\$ 1,080,411	\$ 360,000	\$ 30,000	\$ 37,500	\$ 445,000	\$ 0	\$ 207,911

(1) Amount represents face value of the 0.875% Convertible Senior Notes, which includes both the liability and equity portion.

(2) Assumes no cash conversions of the 1.25% Notes prior to their maturity on July 1, 2020.

(3) Assumes no additional borrowings after June 30, 2020, payment of any required periodic installments of principal and that all drawn amounts are repaid upon maturity.

11. Income Taxes

We account for income taxes under FASB Accounting Standards Codification 740, "Income Taxes" ("ASC 740"). We calculate the quarterly tax provision consistent with the guidance provided by ASC 740, whereby we forecast the estimated annual effective tax rate and then apply that rate to the year-to-date pre-tax book (loss) income. The effective tax rate may be subject to fluctuations during the year as new information is obtained, which may affect the assumptions used to estimate the annual effective rate, including factors such as the valuation allowances against deferred tax assets, the recognition or de-recognition of tax benefits related to uncertain tax positions, or changes in or the interpretation of tax laws in jurisdictions where the Company conducts business. There is no tax benefit recognized on certain of the net operating losses incurred due to insufficient evidence supporting the Company's ability to use these losses in the future. The effective tax rates were as follows:

(In thousands, except effective tax rate)	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Loss before income taxes	\$ (732)	\$ (150,457)	\$ (21,433)	\$ (156,502)
Income tax (provision) benefit	\$ (6,873)	\$ 527	\$ (6,526)	\$ (1,405)
Effective tax rate	(938.9%)	0.4%	(30.4%)	(0.9%)

Our provision for income taxes differs from the tax computed at the U.S. federal statutory income tax rate primarily due to permanent differences, income attributable to foreign jurisdictions taxed at different rates, state taxes, tax credits and certain discrete items. Our effective tax rate for the three and six months ended June 30, 2020, compared with the prior year comparable periods, differs primarily due to the fact that the permanent items, credits and the impact of foreign earnings had less impact on the pre-tax loss of \$0.7 million and \$21.4 million in the three and six months ended June 30, 2020, respectively, compared to the impacts of these items on a pre-tax loss of \$150.5 million and \$156.5 million for the three and six months ended June 30, 2019, respectively.

In evaluating our ability to recover our deferred tax assets within the jurisdictions from which they arise, we consider all available evidence, including scheduled reversals of deferred tax liabilities, tax-planning strategies, and results of recent operations. In evaluating the objective evidence that historical results provide, we consider three years of cumulative operating income (loss). During the six months ended June 30, 2020, we recorded valuation allowances of \$1.1 million related to U.S. and foreign net operating loss carryforwards.

Our unrecognized income tax benefits were \$21.6 million and \$20.6 million as of June 30, 2020 and December 31, 2019, respectively. If any portion of our unrecognized tax benefits is recognized, it could impact our effective tax rate. The tax reserves are reviewed periodically and adjusted considering changing facts and circumstances, such as progress of tax audits, lapse of applicable statutes of limitations and changes in tax law.

12. Derivative Financial Instruments

The following tables provide information about the fair values of our derivative financial instruments as of the respective balance sheet dates:

(In thousands)	June 30, 2020			
	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivatives qualifying as cash flow hedges:				
Foreign exchange contracts	Prepaid expenses and other current assets	\$ 611	Accrued expenses	\$ 0
Derivatives not subject to hedge accounting:				
1.25% Call Option	Other assets	0	N/A	
1.25% Embedded cash conversion option	N/A		Other liabilities	0
Total derivatives		<u>\$ 611</u>		<u>\$ 0</u>

(In thousands)	December 31, 2019			
	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivatives qualifying as cash flow hedges:				
Foreign exchange contracts	Prepaid expenses and other current assets	\$ 0	Accrued expenses	\$ 0
Derivatives not subject to hedge accounting:				
1.25% Call Option	Other assets	84	N/A	
1.25% Embedded cash conversion option	N/A		Other liabilities	185
Total derivatives		<u>\$ 84</u>		<u>\$ 185</u>

N/A – We define “N/A” as disclosure not being applicable

Foreign Exchange Contracts

We have entered into non-deliverable forward foreign currency exchange contracts with reputable banking counterparties to hedge a portion of our forecasted future Indian Rupee-denominated (“INR”) expenses against foreign currency fluctuations between the United States dollar and the INR. These forward contracts cover a percentage of forecasted monthly INR expenses over time. As of June 30, 2020, there were 12 forward contracts outstanding that were staggered to mature monthly starting in July 2020 and ending in June 2021. In the future, we may enter into additional forward contracts to increase the amount of hedged monthly INR expenses or initiate hedges for monthly periods beyond July 2021. As of June 30, 2020, the notional amount for each of the outstanding forward contracts ranged from 225 to 280 million INR, or the equivalent of \$3.0 million to \$3.7 million, based on the exchange rate between the United States dollar and the INR in effect as of June 30, 2020. These amounts also approximate the forecasted future INR expenses we target to hedge in any one month in the future. As of June 30, 2020, we estimate that \$0.6 million of net unrealized derivative gains included in accumulated other comprehensive income (“AOCI”) will be reclassified into income within the next twelve months.

The following tables show the impact of derivative instruments designated as cash flow hedges on the consolidated statements of operations and the consolidated statements of comprehensive loss:

(In thousands)	Amount of Gain (Loss) Recognized in OCI		Location of Gain (Loss) Reclassified from AOCI into Income	Amount of Gain (Loss) Reclassified from AOCI into Income	
	Three Months Ended June 30, 2020	Six Months Ended June 30, 2020		Three Months Ended June 30, 2020	Six Months Ended June 30, 2020
	Foreign exchange contracts	\$ 991		\$ 518	Cost of Revenue
			Selling, general and administrative expenses	(18)	(18)
			Research and development	\$ (38)	\$ (38)

(In thousands)	Amount of Gain (Loss) Recognized in OCI		Location of Gain (Loss) Reclassified from AOCI into Income	Amount of Gain (Loss) Reclassified from AOCI into Income	
	Three Months Ended June 30, 2019	Six Months Ended June 30, 2019		Three Months Ended June 30, 2019	Six Months Ended June 30, 2019
	Foreign exchange contracts	\$ 189		\$ 340	Cost of Revenue
			Selling, general and administrative expenses	36	41
			Research and development	\$ 59	\$ 66

1.25% Call Option

In June 2013, concurrent with the issuance of the 1.25% Notes, we entered into privately negotiated hedge transactions with certain of the initial purchasers of the 1.25% Notes (collectively, the “1.25% Call Option”). Assuming full performance by the counterparties, the 1.25% Call Option is intended to offset cash payments in excess of the principal amount due upon any conversion of the 1.25% Notes.

The 1.25% Call Option, which is indexed to our common stock, is a derivative asset that requires mark-to-market accounting treatment (due to the cash settlement features) until the 1.25% Call Option settles or expires. The 1.25% Call Option is measured and reported at fair value on a recurring basis, within Level 3 of the fair value hierarchy.

The 1.25% Call Option does not qualify for hedge accounting treatment. Therefore, the change in fair value of these instruments is recognized immediately in our consolidated statements of operations in Other income, net. Because the terms of the 1.25% Call

Option are substantially similar to those of the 1.25% Notes embedded cash conversion option, discussed below, we expect the net effect of those two derivative instruments on our earnings to be minimal.

1.25% Notes Embedded Cash Conversion Option

The embedded cash conversion option within the 1.25% Notes is required to be separated from the 1.25% Notes and accounted for separately as a derivative liability, with changes in fair value reported in our consolidated statements of operations in Other income, net until the cash conversion option settles or expires. The initial fair value liability of the embedded cash conversion option was \$82.8 million, which simultaneously reduced the carrying value of the 1.25% Notes (effectively an original issuance discount). The embedded cash conversion option is measured and reported at fair value on a recurring basis, within Level 3 of the fair value hierarchy.

The following table shows the net impact of the changes in fair values of the 1.25% Call Option and the 1.25% Notes' embedded cash conversion option in the consolidated statements of operations:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
1.25% Call Option	\$ 0	\$ 3,379	\$ (84)	\$ (2,695)
1.25% Embedded cash conversion option	1	(3,840)	185	2,609
Net income included in Other income, net	\$ 1	\$ (461)	\$ 101	\$ (86)

13. Other Comprehensive Income

Accumulated Other Comprehensive Loss

Changes in the balances of each component included in AOCI are presented in the tables below. All amounts are net of tax and exclude non-controlling interest.

(In thousands)	Foreign Currency Translation Adjustments	Unrealized Net Gains on Foreign Exchange Contracts	Total
Balance as of December 31, 2019 ⁽¹⁾	\$ (4,392)	\$ 0	\$ (4,392)
Other comprehensive loss (income) before reclassifications	(1,594)	384	(1,210)
Net losses (gains) reclassified from accumulated other comprehensive loss	0	69	69
Net other comprehensive (loss) income	(1,594)	453	(1,141)
Balance as of June 30, 2020 ⁽²⁾	\$ (5,986)	\$ 453	\$ (5,533)

(1) Net of taxes of \$149 thousand arising from the revaluation of tax effects included in AOCI.

(2) Net of taxes of \$158 thousand for unrealized net gains on foreign exchange contract derivatives.

(In thousands)	Foreign Currency Translation Adjustments	Unrealized Net Gains on Foreign Exchange Contracts	Total
Balance as of December 31, 2018 ⁽¹⁾	\$ (5,584)	\$ 195	\$ (5,389)
Other comprehensive income (loss) before reclassifications	539	252	791
Net (gains) losses reclassified from accumulated other comprehensive loss	0	(124)	(124)
Net other comprehensive income	539	128	667
Balance as of June 30, 2019 ⁽²⁾	\$ (5,045)	\$ 323	\$ (4,722)

(1) Net of taxes of \$68 thousand for unrealized net gains on foreign exchange contract derivatives and \$149 thousand arising from the revaluation of tax effects included in AOCI.

(2) Net of taxes of \$113 thousand for unrealized net losses on foreign exchange contract derivatives.

Income Tax Effects Related to Components of Other Comprehensive Income (Loss)

The following tables reflect the tax effects allocated to each component of other comprehensive income (loss) (“OCI”):

(In thousands)	Three Months Ended June 30,					
	2020			2019		
	Before-Tax Amount	Tax Effect	Net Amount	Before-Tax Amount	Tax Effect	Net Amount
Foreign currency translation adjustments	\$ 918	\$ 0	\$ 918	\$ (156)	\$ 0	\$ (156)
Derivatives qualifying as cash flow hedges:						
Foreign exchange contracts:						
Net gains (losses) arising during the period	991	(256)	735	189	(49)	140
Net losses (gains) reclassified into income	93	(24)	69	(147)	38	(109)
Net change in unrealized gains (losses) on foreign exchange contracts	1,084	(280)	804	42	(11)	31
Net gain (loss) on cash flow hedges	1,084	(280)	804	42	(11)	31
Other comprehensive income (loss)	\$ 2,002	\$ (280)	\$ 1,722	\$ (114)	\$ (11)	\$ (125)

(In thousands)	Six Months Ended June 30,					
	2020			2019		
	Before-Tax Amount	Tax Effect	Net Amount	Before-Tax Amount	Tax Effect	Net Amount
Foreign currency translation adjustments	\$ (1,594)	\$ 0	\$ (1,594)	\$ 539	\$ 0	\$ 539
Derivatives qualifying as cash flow hedges:						
Foreign exchange contracts:						
Net gains (losses) arising during the period	518	(134)	384	340	(89)	251
Net losses (gains) reclassified into income	93	(24)	69	(166)	43	(123)
Net change in unrealized gains (losses) on foreign exchange contracts	611	(158)	453	174	(46)	128
Net gain (loss) on cash flow hedges	611	(158)	453	174	(46)	128
Other comprehensive (loss) income	\$ (983)	\$ (158)	\$ (1,141)	\$ 713	\$ (46)	\$ 667

14. Contingencies

In addition to commitments and obligations in the ordinary course of business, we are currently subject to various legal proceedings and claims that have not been fully adjudicated. We intend to vigorously defend ourselves, as appropriate, in these matters.

No less than quarterly, we review the status of each significant matter and assess our potential financial exposure. We accrue a liability for an estimated loss if the potential loss from any legal proceeding or claim is considered probable and the amount can be reasonably estimated. Significant judgment is required in both the determination of probability and the determination as to whether the amount of an exposure is reasonably estimable, and accruals are based only on the information available to our management at the time the judgment is made.

The outcome of legal proceedings is inherently uncertain, and we may incur substantial defense costs and expenses defending any of these matters. In the opinion of our management, except as set forth below with respect to the resolution of the Practice Fusion investigations, the ultimate disposition of pending legal proceedings or claims will not have a material adverse effect on our consolidated financial position, liquidity or results of operations. However, if one or more of these additional legal proceedings were resolved against or settled by us in a reporting period for amounts in excess of our management’s expectations, our consolidated financial statements for that and subsequent reporting periods could be materially adversely affected. Additionally, the resolution of a legal proceeding against us could prevent us from offering our products and services to current or prospective clients or cause us to incur increased compliance costs, either of which could further adversely affect our operating results.

The Enterprise Information Solutions business (the “EIS Business”) acquired from McKesson Corporation (“McKesson”) on October 2, 2017 is subject to a May 2017 civil investigative demand (“CID”) from the U.S. Attorney’s Office for the Eastern District of New York. The CID requests documents and information related to the certification McKesson obtained for Horizon Clinicals in connection with the U.S. Department of Health and Human Services’ Electronic Health Record Incentive Program. In August 2018, McKesson received an additional CID seeking similar information for Paragon. McKesson has agreed, with respect to the CIDs, to indemnify Allscripts for amounts paid or payable to the government (or any private relator) involving any products or services marketed, sold or licensed by the EIS Business as of or prior to the closing of the acquisition.

Practice Fusion, acquired by Allscripts on February 13, 2018, received in March 2017 a request for documents and information from the U.S. Attorney's Office for the District of Vermont pursuant to a CID. Between April 2018 and June 2019, Practice Fusion received from the U.S. Department of Justice (the "DOJ") seven additional requests for documents and information through four additional CIDs and three Health Insurance Portability and Accountability Act ("HIPAA") subpoenas. The document and information requests received by Practice Fusion related to both the certification Practice Fusion obtained in connection with the U.S. Department of Health and Human Services' Electronic Health Record Incentive Program and Practice Fusion's compliance with the Anti-Kickback Statute ("AKS") and HIPAA as it relates to certain business practices engaged in by Practice Fusion. In March 2019, Practice Fusion received a grand jury subpoena in connection with a criminal investigation related to Practice Fusion's compliance with the AKS. On August 6, 2019, Practice Fusion reached an agreement in principle with the DOJ to resolve all of the DOJ's outstanding civil and criminal investigations, including the investigation by the U.S. Attorney's Office for the District of Vermont, and we announced that on January 27, 2020, Practice Fusion entered into a deferred prosecution agreement and various civil settlement agreements, including with the Medicaid programs for each U.S. state, the District of Columbia and Puerto Rico (collectively, the "Settlement Agreements") resolving the investigations conducted by the DOJ and the U.S. Attorney's Office. The Settlement Agreements require Practice Fusion to, among other matters, pay a criminal fine of \$25.3 million, a forfeiture payment of \$959,700 and a civil settlement of \$118.6 million, which includes \$5.2 million designated for the state Medicaid program expenditures. The terms of Settlement Agreements resolved, among other things, allegations that Practice Fusion, long before its acquisition by Allscripts and concerning conduct about which Allscripts was unaware at the time of the acquisition, violated the AKS through the manner by which a sponsored Clinical Decision Support arrangement was sold to an opioid manufacturer and other AKS allegations made by the DOJ against Practice Fusion, as well as False Claims Act allegations pertaining to Meaningful Use payments the federal government made to users of Practice Fusion's EHR system. In April 2020, Practice Fusion amended its civil settlement agreement with the DOJ by revising the timing of certain of the payments required to be made by Practice Fusion. Pursuant to the amendment, the Federal settlement amounts that were otherwise owed in the Company's second and third fiscal quarters were reduced by half, and the balance of the Federal settlement amount owed by Practice Fusion will become due in January 2021.

15. Business Segments

We primarily derive our revenues from sales of our proprietary software (either as a direct license sale or under a subscription delivery model), which also serves as the basis for our recurring service contracts for software support and maintenance and certain transaction-related services. In addition, we provide various other client services, including installation, and managed services such as outsourcing, private cloud hosting and revenue cycle management.

During the first quarter of 2020, we realigned our reporting structure to organize the Company around strategic business units to maximize delivery of client commitments, operational effectiveness and competitiveness. As a result, we have three operating segments, (i) Core Clinical and Financial Solutions, (ii) Data, Analytics and Care Coordination and (iii) EPSi™. The Core Clinical and Financial Solutions and Data, Analytics and Care Coordination operating segments are the equivalent to the reportable segments.

During the second quarter of 2020, (i) certain operations were moved between Core Clinical and Financial Solutions, and Data, Analytics and Care Coordination and (ii) a transfer price allocation was recorded between Core Clinical and Financial Solutions, and Data, Analytics and Care Coordination. In addition, the (i) corporate general and administrative expenses (including marketing expenses) and (ii) revenue and the associated cost from the resale of certain ancillary products, primarily hardware that were previously in the "Unallocated Amounts" have been allocated between the three operating segments.

The new reportable segments are (i) Core Clinical and Financial Solutions and (ii) Data, Analytics and Care Coordination. The new Core Clinical and Financial Solutions segment derives its revenue from the sale of patient engagement, integrated clinical software applications and financial management solutions, which primarily include EHR-related software, financial and practice management software, related installation, support and maintenance, outsourcing, private cloud hosting and revenue cycle management. The new Data, Analytics and Care Coordination segment derives its revenue from the sale of care coordination, practice reimbursement and payer and life sciences solutions, which are mainly targeted at hospitals, health systems, other care facilities, payers, life sciences companies and other key healthcare stakeholders. These solutions enable clients to transition, analyze, coordinate care and improve the quality, efficiency and value of healthcare delivery across the entire care community. The EPSi™ operating segment is included in the "Unallocated Amounts" category as it does not meet the requirements to be a reportable segment nor the criteria to be aggregated into the two reportable segments. The segment disclosures below for the three and six months ended June 30, 2019 have been revised to conform to the current year presentation.

Our Chief Operating Decision Maker (“CODM”) uses segment revenues, gross profit and (loss) income from operations as measures of performance and to make decisions about the allocation of resources. We do not track our assets by segment.

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2020	2019	2020	2019
Revenue:				
Core Clinical and Financial Solutions	\$ 311,099	\$ 347,782	\$ 631,431	\$ 688,194
Data, Analytics and Care Coordination	85,161	87,985	173,519	170,391
Unallocated Amounts	9,963	8,693	17,986	17,924
Total revenue	\$ 406,223	\$ 444,460	\$ 822,936	\$ 876,509
Gross profit:				
Core Clinical and Financial Solutions	\$ 108,522	\$ 122,322	\$ 208,856	\$ 242,447
Data, Analytics and Care Coordination	49,032	55,676	100,697	103,406
Unallocated Amounts	6,930	6,124	11,892	12,364
Total gross profit	\$ 164,484	\$ 184,122	\$ 321,445	\$ 358,217
(Loss) income from operations:				
Core Clinical and Financial Solutions	\$ (16,033)	\$ (11,734)	\$ (36,745)	\$ (17,258)
Data, Analytics and Care Coordination	7,267	12,534	16,932	16,854
Unallocated Amounts	4,020	3,943	5,867	7,792
Total (loss) income from operations	\$ (4,746)	\$ 4,743	\$ (13,946)	\$ 7,388

16. Supplemental Disclosures

Supplemental Consolidated Statements of Cash Flows Information

The majority of the restricted cash balance as of June 30, 2020 and 2019 represents the remaining balance of the escrow account established as part of the acquisition of Netsmart in 2016, to be used by Netsmart to facilitate the integration of Allscripts’ former Homecare™ business.

(In thousands)	June 30,	
	2020	2019
Reconciliation of cash, cash equivalents and restricted cash:		
Cash and cash equivalents	\$ 199,004	\$ 138,903
Restricted cash	6,194	9,236
Total cash, cash equivalents and restricted cash	\$ 205,198	\$ 148,139
Six Months Ended June 30,		
(In thousands)		
Supplemental non-cash information:		
Issuance of treasury stock to commercial partner	\$ 752	\$ 701

17. Subsequent Events

On July 1, 2020, the 1.25% Cash Convertible Senior Notes matured. We borrowed \$345.0 million from our senior secured revolving credit facility to repay the 1.25% Notes in full.

On July 30, 2020, we signed an asset purchase agreement with Strata Decision Technology LLC, an Illinois limited liability company (“Strata”), and Roper Technologies, Inc., a Delaware corporation (the “EPSi Purchase Agreement”), pursuant to which Strata has agreed to purchase substantially all of the assets of our EPSi™ business for \$365.0 million, subject to adjustment and upon the terms and conditions set forth in the EPSi Purchase Agreement. The transactions contemplated by the EPSi Purchase Agreement are subject to customary closing conditions, including the applicable waiting period (and any extensions thereof) under the Hart-Scott-Rodino Antitrust Improvements Act having expired or otherwise having been terminated.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

This “Management’s Discussion and Analysis of Financial Condition and Results of Operations” section and other sections of this Quarterly Report on Form 10-Q (“Form 10-Q”) contain forward-looking statements, within the meaning of the Private Securities Litigation Reform Act of 1995, that involve risks and uncertainties. Forward-looking statements provide current expectations of future events based on certain assumptions and include any statement that does not directly relate to any historical fact or pattern, including statements regarding the potential impacts of the COVID-19 pandemic and steps we have taken or plan to take in response thereto, statements related to the effect of macroeconomic trends, statements regarding evolving patient care models, statements regarding legislative, administrative and regulatory actions on our business and opportunities related to accumulated patient data, statements regarding our settlement agreements with the Department of Justice (the “DOJ”) and other governmental authorities, and statements regarding our expected future investment in research and development efforts. Forward-looking statements can also be identified by the use of words such as “future,” “anticipates,” “believes,” “estimates,” “expects,” “intends,” “plans,” “predicts,” “will,” “would,” “could,” “can,” “may,” and similar terms. Forward-looking statements are not guarantees of future performance. Actual results could differ significantly from those set forth in the forward-looking statements, and reported results should not be considered an indication of future performance or events. Certain factors that could cause our actual results to differ materially from those described in the forward-looking statements include, but are not limited to, those discussed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2019 (our “Form 10-K”) and Part II, Item 1A of this Form 10-Q under the headings “Risk Factors” and elsewhere. Certain factors that could cause Allscripts actual results to differ materially from those described in the forward-looking statements include, but are not limited to: the timing or ultimate completion of the sale of our EPSi business, as the transaction is subject to certain closing conditions, including the expiration or termination of the waiting period under U.S. antitrust laws; our use of the proceeds from the contemplated sale of our EPSi business; our ability to achieve the margin targets associated with our margin improvement initiatives within the contemplated time periods, if at all; the magnitude, severity and duration of the COVID-19 pandemic, including the impacts of the pandemic, along with the impacts of our responses and the responses by governments and other businesses to the pandemic, on our business, our employees, our clients and our suppliers; the failure by Practice Fusion to comply with the terms of the settlement agreements with the DOJ; the costs and burdens of compliance by Practice Fusion with the terms of its settlement agreements with the DOJ; additional investigations and proceedings from governmental entities or third parties other than the DOJ related to the same or similar conduct underlying the DOJ’s investigations into Practice Fusion’s business practices; our ability to recover from third parties (including insurers) any amounts required to be paid in connection with Practice Fusion’s settlement agreements with the DOJ and related inquiries; the expected financial results of businesses acquired by us; the successful integration of businesses recently acquired by us; the anticipated and unanticipated expenses and liabilities related to businesses acquired by us, including the civil investigation by the U.S. Attorney’s Office involving our Enterprise Information Solutions business; security breaches resulting in unauthorized access to our or our clients’ computer systems or data, including denial-of-services, ransomware or other Internet-based attacks; our failure to compete successfully; consolidation in our industry; current and future laws, regulations and industry initiatives; increased government involvement in our industry; the failure of markets in which we operate to develop as quickly as expected; our or our customers’ failure to see the benefits of government programs; changes in interoperability or other regulatory standards; the effects of the realignment of our sales, services and support organizations; market acceptance of our products and services; the unpredictability of the sales and implementation cycles for our products and services; our ability to manage future growth; our ability to introduce new products and services; our ability to establish and maintain strategic relationships; the performance of our products; our ability to protect our intellectual property rights; the outcome of legal proceedings involving us; our ability to hire, retain and motivate key personnel; performance by our content and service providers; liability for use of content; price reductions; our ability to license and integrate third party technologies; our ability to maintain or expand our business with existing customers; risks related to international operations; changes in tax rates or laws; business disruptions; our ability to maintain proper and effective internal controls; and asset and long-term investment impairment charges. The following discussion should be read in conjunction with the unaudited consolidated financial statements and notes thereto included in Part I, Item 1, “Financial Statements” in this Form 10-Q, as well as our Form 10-K filed with the Securities and Exchange Commission (the “SEC”). We assume no obligation to revise or update any forward-looking statements for any reason, except as required by law.

Each of the terms “we,” “us,” “our,” “Company,” or “Allscripts” as used herein refers collectively to Allscripts Healthcare Solutions, Inc. and/or its wholly-owned subsidiaries and controlled affiliates, unless otherwise stated.

Overview

Our Business Overview and Regulatory Environment

We deliver information technology (“IT”) solutions and services to help healthcare organizations achieve optimal clinical, financial and operational results. We sell our solutions to physicians, hospitals, governments, health systems, health plans, life-sciences companies, retail clinics, retail pharmacies, pharmacy benefit managers, insurance companies, employer wellness clinics, and post-acute organizations, such as home health and hospice agencies. We help our clients improve the quality and efficiency of health care with solutions that include electronic health records (“EHRs”), information connectivity, private cloud hosting, outsourcing, analytics, patient access and population health management.

Our solutions empower healthcare professionals with the data, insights and connectivity to other caregivers they need to succeed in an industry that is rapidly changing from fee-for-service models to fee-for-value advanced payment models. We believe we

offer some of the most comprehensive solutions in our industry today. Healthcare organizations can effectively manage patients and patient populations across all care settings using a combination of our physician, hospital, health system, post-acute care and population health management products and services. We believe these solutions will help transform health care as the industry seeks new ways to manage risk, improve quality and reduce costs.

Globally, healthcare providers face the urgency of the COVID-19 crisis, as well as an aging population and the challenge of caring for an increasing number of patients with chronic diseases. At the same time, practitioners worldwide are also under growing pressure to demonstrate the delivery of high-quality care at lower costs and to fully embrace expectations of efficient, patient-centered information exchange. Congressional oversight of EHRs and health information technology has increased in recent years. This increased oversight could impact our clients and our business. The passage of the 21 Century Cures Act in December 2016 assuaged some concerns about interoperability and possible U.S. Food and Drug Administration (“FDA”) oversight of EHRs, and the ensuing regulations on data blocking and interoperability were just released by the Department of Health and Human Services (“HHS”) in March 2020. Certain of the elements of the new regulation may have a significant effect on our business processes and how our clients must exchange patient information. In particular, Allscripts will need to complete development work to satisfy the revised and new certification criterion just released, and we and our clients will be making adjustments to business practices associated with information exchange and provision of Electronic Health Information.

Population health management, analytics, data connectivity based on open Application Programming Interfaces (“APIs”) and other exchange mechanisms, and patient engagement are strategic imperatives that can help address these challenges. In the United States, for example, such initiatives are critical tools for success under the framework of the Quality Payment Program (“QPP”), launched by the Centers for Medicare & Medicaid Services (“CMS”) in response to the passage of the Medicare Access and CHIP Reauthorization Act (“MACRA”). As healthcare providers and payers continue to migrate from volume-based to value-based care delivery and also weigh compliance with the newly finalized information blocking and interoperability regulations from the Office of the National Coordinator for Health Information Technology (“ONC”) and CMS, solutions that are connected to the consumer marketplace are the key to market leadership in the new healthcare reality. Additionally, there is a small but growing portion of the market interested in payment models not reliant on insurance, such as the direct primary care model, where doctors and other healthcare professionals understand the clinical value of the interoperable EHR separate and apart from payment mechanisms established by public or commercial payers or associated reporting requirements.

We believe our solutions are delivering value to our clients by providing them with powerful connectivity, as well as increasingly robust patient engagement and care coordination tools, enabling users to successfully participate in alternative payment models that reward high value care delivery. Population health management is commonly viewed as one of the critical next frontiers in healthcare delivery, and we expect this evolving area to be a key driver of our future growth, both domestically and globally.

Recent advances in molecular science and computer technology are creating opportunities for the delivery of personalized medicine solutions. We believe these solutions will transform the coordination and delivery of health care, ultimately improving patient outcomes.

Specific to the United States, the healthcare IT industry in which we operate continues to experience a period of change, primarily due to new laws and regulations, as well as modifications to industry standards. Various incentives that exist today (including alternative payment models that reward high value care delivery) have been rapidly moving health care toward a time where EHRs are as common as practice management or other financial systems in all provider offices. As a result, we believe that legislation, such as the aforementioned MACRA, as well as other government-driven initiatives (including at the state level), will continue to affect healthcare IT adoption and expansion, including products and solutions like ours. We also believe that we are well-positioned in the market to take advantage of the ongoing opportunity presented by these changes.

The recently finalized ONC regulation on interoperability, information blocking and certification is the most recent issuance from the government that will affect the health IT industry. The rule requires that we evaluate changes to business processes related to requests for the access, exchange or use of electronic health information. The rule, which involves complex and specific requirements, will necessitate adjustments in our interactions with the market, but we also believe it may lead healthcare organizations to further invest in technologies, such as those sold by Allscripts, that facilitate the exchange of health data and support patients’ access to their information. Given Allscripts’ OPEN strategy, the company’s application programming interface-based approach to connectivity launched more than a decade ago that exemplified for policy makers the potential benefits of APIs, we expect that Allscripts may be better positioned to adjust more quickly than some other companies in our sector to the requirement to remove barriers to information exchange.

In addition, given that CMS annually proposes new and revised regulations, including payment rules for upcoming years, which require the use of EHRs and other health information technology even as we comply with previously published rules, our industry is preparing on an ongoing basis for additional areas in which we must execute compliance. Similarly, our ability to achieve newly expanded applicable product certification requirements resulting from changing strategies at the ONC and the scope of related development and other efforts required to meet regulatory standards could both materially impact our capacity to maximize the market opportunity. All our market-facing EHR solutions and several other relevant products have successfully completed the testing process and are certified as 2015 Edition-compliant by an ONC-Authorized Certification Body (the most recent edition), and we remain

committed to satisfying the new certification requirements and meeting the 2015 Cures Edition conditions of certification that were recently finalized by the ONC.

The MACRA encouraged the adoption of health IT necessary to satisfy new requirements more closely associating the report of quality measurements to Medicare payments. Following the finalization of the Physician Fee Schedule rule each year, providers accepting payment from Medicare must select one of two payment models: the Merit-based Incentive Payment System (“MIPS”) or an Advanced Alternative Payment Model (“APM”). Both of these approaches require substantive reporting on quality measures; additionally, the MIPS consolidated several preexisting incentive programs, including Medicare Meaningful Use and Physician Quality Reporting System, under one umbrella, as required by statute. We believe this law, coupled with other pay for value programs, continues to drive additional interest in our products among providers who were not eligible for or chose not to participate in the Health Information Technology for Economic and Clinical Health Act (“HITECH”) incentive program but now need an EHR and other health IT solutions and among those looking to purchase more robust systems to comply with increasingly complex MACRA requirements. Additional regulations continue to be released annually, clarifying requirements related to reporting and quality measures, which will enable physician populations and healthcare organizations to make strategic decisions about the purchase of analytic software or other solutions important to comply with the new law and associated regulations.

Given the ongoing expansion of payment models requiring analytics, reporting and greater data connectivity, we believe large physician groups will continue to purchase and enhance their use of EHR technology; while the number of very large practices with over 100 physicians that have not yet acquired such technology is insignificant, those considering replacement purchases are increasing. Such practices may choose to replace older EHR technology in the future as regulatory requirements (such as those related to Advanced APMs) and business realities dictate the need for updates and upgrades, as well as additional features and functionality. As incentive payment strategies shift in policies under the current Presidential Administration in the United States, the role of commercial payers and their continued expansion of alternative payment models and interest in attaining larger volumes of clinical data, as well as the anticipated growth in Medicaid payment models, are expected to provide additional incentives for purchase and expansion.

We also continue to see activity in local community-based buying, whereby individual hospitals, health systems and integrated delivery networks subsidize the purchase of EHR licenses or related services for local, affiliated physicians and physicians across their employed physician base in order to leverage buying power and to help those practices take advantage of payment reform opportunities. This activity has also resulted in a pull-through effect where smaller practices affiliated with a community hospital are motivated to participate in a variety of incentive programs, while the subsidizing health system expands connectivity within the local provider community. We believe that the rules related to exceptions to the Stark Law and Anti-Kickback Statute, which were recently released in proposed form and would continue to allow hospitals and other organizations to subsidize the purchase of EHRs, will possibly further contribute to the growth of this market dynamic. We expect that these regulatory revisions from HHS will further support value-based payment models and their associated purchasing arrangements between hospitals and physician practices, including allowing subsidization of replacement EHRs and not just initial purchases. The associated challenge we face is to successfully position, sell, implement and support our products sold to hospitals, health systems or integrated delivery networks that subsidize their affiliated physicians. We believe the community programs we have in place will help us penetrate these markets.

We believe we have taken and continue to take the proper steps to maximize the opportunity presented by the QPP and other new payment programs, including several announced recently, such as Primary Care First and the *Pathways to Success* overhaul of Medicare’s National ACO program. However, given the effects the laws are having on our clients, there can be no assurance that they will result in significant new orders for us in the near term, and if they do, that we will have the capacity to meet the additional market demand in a timely fashion.

Additionally, other public laws to reform the United States healthcare system contain various provisions, which may impact us and our clients. Continued efforts by the current Presidential Administration and several state governments to alter aspects of the Patient Protection and Affordable Care Act (as amended, the “PPACA”) or to make other policy changes through Executive Orders create uncertainty for us and for our clients. Certain lawsuits related to the PPACA also create uncertainty for us and our clients. Some laws currently in place may have a positive impact by requiring the expanded use of EHRs, quality measurement, prescription drug monitoring and analytics tools to participate in certain federal, state or private sector programs. Others, such as adjustments made to the PPACA by the Administration, laws or regulations mandating reductions in reimbursement for certain types of providers, decreasing insurance coverage of patients, state-level requests for waivers from CMS related to Medicaid modeling, or increasing regulatory oversight of our products or our business practices, may have a negative impact by reducing the resources available to purchase our products. Increases in fraud and abuse enforcement and payment adjustments for non-participation in certain programs or overpayment of certain incentive payments may also adversely affect participants in the healthcare sector, including us.

Allscripts continues to see increased opportunities stemming from the large stores of patient data accumulated from our industry-leading client base and partnerships with other EHR companies, including NextGen Healthcare Inc., a leading provider of ambulatory-focused healthcare technology solutions. Through collaboration with researchers and life sciences companies, we believe Allscripts may play a role in the study of real-world evidence as it relates to post-market surveillance of new medicines or the study of therapeutics related to COVID-19, as examples. We continue to closely monitor regulations and/or guidance from HHS, the CDC and the FDA, as well as any new laws that take shape in Congress that may touch third-party uses of patient data and/or any related privacy implications for patient consent.

Congressional focus on addressing the opioid epidemic in part through technological applications and reducing clinician burden is likely to continue. The Administration is also taking action in some areas that may directly or indirectly affect Allscripts and our clients, including efforts to increase health-related price transparency in order to support patients in applying market-based pressures to the nation's challenge of health cost containment. Further, CMS has finalized changes to the Evaluation & Management coding structure that ties closely to our clients' requirements to document the care they are delivering prior to payment. We expect these changes may have a positive effect on clinician satisfaction with our EHRs, though the fundamentals of payment will remain in transition to value-based payment models.

New payment and delivery system reform programs, including those modeled after those of the Medicare program, are increasingly being rolled out at the state level through Medicaid administrators, as well as through the private sector, presenting additional opportunities for us to provide software and services to our clients who participate. We also must take steps to comply with state-specific laws and regulations governing companies in the health information technology space.

We derive our revenues primarily from sales of our proprietary software (either as a perpetual license sale or under a subscription delivery model), support and maintenance services, and managed services, such as outsourcing, private cloud hosting and revenue cycle management.

Impacts of COVID-19

The global outbreak of the novel coronavirus (COVID-19) has severely restricted the level of economic activity around the world and the degrees of any economic recovery in various jurisdictions have not been linear. We have been carefully monitoring the COVID-19 pandemic and its impact on our global operations. We are conducting business with certain modifications to employee travel, employee work locations, and cost reduction initiatives, among other modifications. We will continue to actively monitor the situation and may take further actions that alter our business operations as may be required by federal, state or local authorities or that we determine are in the best interests of our employees, customers, partners and stockholders.

The COVID-19 pandemic negatively impacted revenue for the three and six months ended June 30, 2020, as we saw delays in deals with upfront software revenue and professional services implementations across our inpatient and outpatient base. In April 2020, we implemented cost actions that included headcount reductions and temporary salary measures. We believe our cost reduction actions and liquidity serve to position us appropriately and provide operating and financial flexibility to assist us in navigating through this uncertain environment.

The extent to which the COVID-19 outbreak impacts the Company's results of operations and financial condition will depend on future developments that are highly uncertain and cannot be predicted, including new information that may emerge concerning the severity of COVID-19, the longevity of COVID-19, resurgences or additional "waves" of COVID-19 in various jurisdictions, the impact of COVID-19 on economic activity, decisions made by policy makers attempting to affect and the actions to contain its impacts on public health and the global economy. See Part II, Item 1A, Risk Factors, for an additional discussion of risks related to COVID-19.

Critical Accounting Policies and Estimates

We adopted Accounting Standards Update No. 2016-13, "*Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*" ("ASU 2016-13") on January 1, 2020 using the cumulative-effect adjustment transition method. The guidance in ASU 2016-13 replaces the incurred loss impairment methodology under current GAAP. The new impairment model requires immediate recognition of estimated credit losses expected to occur for most financial assets and certain other instruments. For available-for-sale debt securities with unrealized losses, the losses will be recognized as allowances rather than reductions in the amortized cost of the securities. ASU 2016-13 is effective for annual periods beginning after December 15, 2019, and interim periods within those annual periods. Refer to Note 2 "Revenue from Contracts with Customers" and Note 3 "Accounts Receivable" to our consolidated financial statements included in Part I, Item 1, "Financial Statements" of this Form 10-Q for further information regarding the impact of adopting ASU 2016-13.

There were no other material changes to our critical accounting policies and estimates from those previously disclosed in our Form 10-K.

Second Quarter 2020 Summary

During the second quarter of 2020, we continued to make progress on our key strategic, financial and operational imperatives, which are aimed at driving higher client satisfaction, improving our competitive position by expanding the depth and breadth of our products and integrating recent acquisitions. Additionally, we believe there are still opportunities to continue to improve our operating leverage and further streamline our operations and such efforts are ongoing.

Total revenue for the second quarter of 2020 was \$406 million, a decrease of \$38 million compared to the second quarter of 2019. For the three months ended June 30, 2020, software delivery, support and maintenance revenue and client services revenue was \$256 million and \$150 million, respectively, compared with \$285 million and \$159 million, respectively, during the three months ended June 30, 2019. Gross profit for the second quarter was \$164 million, a decrease of \$20 million compared to the second quarter of 2019. Gross margin decreased to 40.5% in the second quarter of 2020 compared to a 41.4% gross margin in the second quarter of 2019.

Our contract backlog as of June 30, 2020 was \$4.4 billion, which remained consistent compared with our contract backlog of \$4.4 billion as of December 31, 2019, while increasing compared with contract backlog as of June 30, 2019 of \$3.9 billion.

Our bookings, which reflect the value of executed contracts for software, hardware, other client services, private-cloud hosting, outsourcing and subscription-based services, totaled \$188 million for the three months ended June 30, 2020, which represents a decrease of 32% over the comparable prior period amount of \$276 million and a decrease of 8% from the first quarter 2020 amount of \$205 million.

Overview of Consolidated Results

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

(In thousands, except percentages)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Revenue:						
Software delivery, support and maintenance	\$ 256,021	\$ 285,023	(10.2%)	\$ 519,633	\$ 560,535	(7.3%)
Client services	150,202	159,437	(5.8%)	303,303	315,974	(4.0%)
Total revenue	406,223	444,460	(8.6%)	822,936	876,509	(6.1%)
Cost of revenue:						
Software delivery, support and maintenance	74,243	84,056	(11.7%)	150,568	165,089	(8.8%)
Client services	135,484	147,252	(8.0%)	288,270	295,951	(2.6%)
Amortization of software development and acquisition-related assets	32,012	29,030	10.3%	62,653	57,252	9.4%
Total cost of revenue	241,739	260,338	(7.1%)	501,491	518,292	(3.2%)
Gross profit	164,484	184,122	(10.7%)	321,445	358,217	(10.3%)
Gross margin %	40.5%	41.4%		39.1%	40.9%	
Selling, general and administrative expenses	114,620	105,542	8.6%	211,908	205,787	3.0%
Research and development	48,282	63,414	(23.9%)	110,437	127,724	(13.5%)
Asset impairment charges	0	3,691	(100.0%)	0	3,789	(100.0%)
Amortization of intangible and acquisition-related assets	6,328	6,732	(6.0%)	13,046	13,529	(3.6%)
(Loss) income from operations	(4,746)	4,743	NM	(13,946)	7,388	NM
Interest expense	(11,395)	(10,424)	9.3%	(23,618)	(20,608)	14.6%
Other loss, net	(875)	(144,994)	(99.4%)	(353)	(144,481)	(99.8%)
(Impairment) recovery of long-term investments	(550)	0	NM	(550)	1,045	(152.6%)
Equity in net income (loss) of unconsolidated investments	16,834	218	NM	17,034	154	NM
Loss before income taxes	(732)	(150,457)	(99.5%)	(21,433)	(156,502)	(86.3%)
Income tax (provision) benefit	(6,873)	527	NM	(6,526)	(1,405)	NM
Effective tax rate	(938.9%)	0.4%		(30.4%)	(0.9%)	
Net loss	(7,605)	(149,930)	(94.9%)	(27,959)	(157,907)	(82.3%)
Net loss attributable to non-controlling interests	0	0	NM	0	424	(100.0%)
Net loss attributable to Allscripts Healthcare Solutions, Inc. stockholders	\$ (7,605)	\$ (149,930)	(94.9%)	\$ (27,959)	\$ (157,483)	(82.2%)

NM – We define “NM” as not meaningful for increases or decreases greater than 200%.

Revenue

(In thousands)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Revenue:						
Recurring revenue	\$ 335,088	\$ 350,113	(4.3%)	\$ 676,307	\$ 698,749	(3.2%)
Non-recurring revenue	71,135	94,347	(24.6%)	146,629	177,760	(17.5%)
Total revenue	\$ 406,223	\$ 444,460	(8.6%)	\$ 822,936	\$ 876,509	(6.1%)

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

Recurring revenue consists of subscription-based software sales, support and maintenance revenue, recurring transactions revenue and recurring revenue from managed services solutions, such as outsourcing, private cloud hosting and revenue cycle

management. Non-recurring revenue consists of perpetual software licenses sales, hardware resale and non-recurring transactions revenue, and project-based client services revenue.

Recurring revenue decreased for the three and six months ended June 30, 2020 compared to the prior year comparable periods, primarily due to attrition. The decrease was partially offset by an increase in subscription revenue. Non-recurring revenue decreased for the three and six months ended June 30, 2020 compared to the prior year comparable periods, primarily due to lower upfront software revenues and project delays that impacted client services revenue. The decrease was partially offset by new business in client services revenue.

The percentage of recurring and non-recurring revenue of our total revenue was 82% and 18%, respectively, during the three months ended June 30, 2020 and 79% and 21%, respectively, during the three months ended June 30, 2019. The percentage of recurring and non-recurring revenue of our total revenue was 82% and 18%, respectively, during the six months ended June 30, 2020 and 80% and 20% during the six months ended June 30, 2019.

Gross Profit

(In thousands, except percentages)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Total cost of revenue	\$ 241,739	\$ 260,338	(7.1%)	\$ 501,491	\$ 518,292	(3.2%)
Gross profit	\$ 164,484	\$ 184,122	(10.7%)	\$ 321,445	\$ 358,217	(10.3%)
Gross margin %	40.5%	41.4%		39.1%	40.9%	

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

Gross profit and gross margin decreased during the three and six months ended June 30, 2020 compared with the prior year comparable periods, primarily due to attrition, revenue mix and project delays. The decrease was partially offset by new business in software subscription revenues and the cost reduction initiatives.

Selling, General and Administrative Expenses

(In thousands)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Selling, general and administrative expenses	\$ 114,620	\$ 105,542	8.6%	\$ 211,908	\$ 205,787	3.0%

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

Selling, general and administrative expenses increased during the three and six months ended June 30, 2020, compared with the prior year comparable periods, primarily due to higher severance related to cost reduction initiatives. The increase was partially offset from lower payroll costs, also related to the cost reduction initiatives.

Research and Development

(In thousands)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Research and development	\$ 48,282	\$ 63,414	(23.9%)	\$ 110,437	\$ 127,724	(13.5%)

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

Research and development expenses decreased during the three and six months ended June 30, 2020 compared with the prior year comparable periods, primarily due to the impact of the cost reduction initiatives.

Asset Impairment Charges

(In thousands)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Asset impairment charges	\$ 0	\$ 3,691	(100.0%)	\$ 0	\$ 3,789	(100.0%)

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

Asset impairment charges for the three and six months ended June 30, 2019 were primarily the result of retiring certain hosting assets due to data center migrations.

Amortization of Intangible and Acquisition-related Assets

(In thousands)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Amortization of intangible and acquisition-related assets	\$ 6,328	\$ 6,732	(6.0%)	\$ 13,046	\$ 13,529	(3.6%)

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

The decrease in amortization expense for the three and six months ended June 30, 2020, compared with the prior year comparable periods, was due to normal amortization expense and certain intangible assets being fully amortized in 2019.

Interest Expense

(In thousands)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Interest expense	\$ 11,395	\$ 10,424	9.3%	\$ 23,618	\$ 20,608	14.6%

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

Interest expense increased during the three and six months ended June 30, 2020 compared to the prior year comparable periods, due to higher borrowings and the accrual of interest on the 0.875% convertible senior notes.

Other Loss, Net

(In thousands)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Other loss, net	\$ (875)	\$ (144,994)	(99.4%)	\$ (353)	\$ (144,481)	(99.8%)

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

Other loss, net for the three and six months ended June 30, 2020 and 2019 consisted of a combination of interest income, and miscellaneous receipts and expenses. The large increase in 2019 was due to the \$145 million settlement with the DOJ related to its civil and criminal investigations of Practice Fusion.

(Impairment) Recovery of Long-term Investments

(In thousands)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
(Impairment) recovery of long-term investments	\$ (550)	\$ 0	NM	\$ (550)	\$ 1,045	(152.6%)

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

During the three and six months ended June 30, 2020, we recorded a \$0.6 million impairment for a third-party equity-method investment. During the six months ended June 30, 2019, we recovered \$1.0 million from a third-party cost-method investment that we had previously impaired.

Equity in Net Income (Loss) of Unconsolidated Investments

(In thousands)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Equity in net income (loss) of unconsolidated investments	\$ 16,834	\$ 218	NM	\$ 17,034	\$ 154	NM

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

Equity in net income (loss) of unconsolidated investments represents our share of the equity earnings of our investments in third parties accounted for under the equity method of accounting based on one quarter lag. During the three and six months ended June 30, 2020, we recorded a \$16.8 million gain from the sale of a third-party equity-method investment.

Income Taxes

(In thousands, except percentages)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Income tax (provision) benefit	\$ (6,873)	\$ 527	NM	\$ (6,526)	\$ (1,405)	NM
Effective tax rate	(938.9%)	0.4%		(30.4%)	(0.9%)	

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

Our provision for income taxes differs from the tax computed at the U.S. federal statutory income tax rate primarily due to permanent differences, income attributable to foreign jurisdictions taxed at different rates, state taxes, tax credits and certain discrete items. Our effective tax rate for the three and six months ended June 30, 2020, compared with the prior year comparable periods, differs primarily due to the fact that the permanent items, credits and the impact of foreign earnings had less impact on the pre-tax loss of \$0.7 million and \$21.4 million in the three and six months ended June 30, 2020, respectively, compared to the impacts of these items on a pre-tax loss of \$150.5 million and \$156.5 million for the three and six months ended June 30, 2019, respectively.

In evaluating our ability to recover our deferred tax assets within the jurisdictions from which they arise, we consider all available evidence, including scheduled reversals of deferred tax liabilities, tax-planning strategies, and results of recent operations. In evaluating the objective evidence that historical results provide, we consider three years of cumulative operating income (loss). During the six months ended June 30, 2020, we recorded valuation allowances of \$1.1 million related to U.S. and foreign net operating loss carryforwards.

Non-Controlling Interests

(In thousands)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Net loss attributable to non-controlling interest	\$ 0	\$ 0	NM	\$ 0	\$ 424	(100.0%)

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

The net loss attributable to non-controlling interest represents the share of earnings of consolidated affiliates that is attributable to the affiliates' common stock that is not owned by us for each of the periods presented. We purchased all of the outstanding minority interests in Pulse8, Inc. during the first quarter of 2019.

Segment Operations

The segment disclosures below for the three and six months ended June 30, 2019 have been revised to conform to the current year presentation. Refer to Note 15 "Business Segments" of the Notes to Consolidated Financial Statements in Part I, Item 1 of this Form 10-Q for further discussion on the impact of the change.

Overview of Segment Results

(In thousands)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Revenue:						
Core Clinical and Financial Solutions	\$ 311,099	\$ 347,782	(10.5%)	\$ 631,431	\$ 688,194	(8.2%)
Data, Analytics and Care Coordination	85,161	87,985	(3.2%)	173,519	170,391	1.8%
Unallocated Amounts	9,963	8,693	14.6%	17,986	17,924	0.3%
Total revenue	\$ 406,223	\$ 444,460	(8.6%)	\$ 822,936	\$ 876,509	(6.1%)
Gross Profit:						
Care Coordination and Financial Solutions	\$ 108,522	\$ 122,322	(11.3%)	\$ 208,856	\$ 242,447	(13.9%)
Data, Analytics and Care Coordination	49,032	55,676	(11.9%)	100,697	103,406	(2.6%)
Unallocated Amounts	6,930	6,124	13.2%	11,892	12,364	(3.8%)
Total gross profit	\$ 164,484	\$ 184,122	(10.7%)	\$ 321,445	\$ 358,217	(10.3%)
(Loss) income from operations:						
Care Coordination and Financial Solutions	\$ (16,033)	\$ (11,734)	36.6%	\$ (36,745)	\$ (17,258)	112.9%
Data, Analytics and Care Coordination	7,267	12,534	(42.0%)	16,932	16,854	0.5%
Unallocated Amounts	4,020	3,943	2.0%	5,867	7,792	(24.7%)
Total (loss) income from operations	\$ (4,746)	\$ 4,743	NM	\$ (13,946)	\$ 7,388	NM

Core Clinical and Financial Solutions

Our Core Clinical and Financial Solutions segment derives its revenue from the sale of patient engagement, integrated clinical software applications and financial management solutions, which primarily include EHR-related software, financial and practice management software, related installation, support and maintenance, outsourcing, private cloud hosting and revenue cycle management.

(In thousands, except percentages)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Revenue	\$ 311,099	\$ 347,782	(10.5%)	\$ 631,431	\$ 688,194	(8.2%)
Gross profit	\$ 108,522	\$ 122,322	(11.3%)	\$ 208,856	\$ 242,447	(13.9%)
Gross margin %	34.9%	35.2%		33.1%	35.2%	
Loss from operations	\$ (16,033)	\$ (11,734)	36.6%	\$ (36,745)	\$ (17,258)	112.9%
Operating margin %	(5.2%)	(3.4%)		(5.8%)	(2.5%)	

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

Core Clinical and Financial Solutions revenue decreased during the three and six months ended June 30, 2020, compared with the prior year comparable periods primarily due to lower upfront software revenues, attrition and project delays that impacted client services revenue. The decrease was partially offset by an increase in managed services revenue.

Gross profit and margin decreased during the three and six months ended June 30, 2020 compared with the prior year comparable periods, primarily due to the previously mentioned attrition, revenue profile and project delays. The decrease was partially offset by the cost reduction initiatives.

Operating margin decreased for the three and six months ended June 30, 2020, compared with the prior year comparable period due to a decline in gross profit. The decrease was partially offset by the cost reduction initiatives.

Data, Analytics and Care Coordination

Our Data, Analytics and Care Coordination segment derives its revenue from the sale of care coordination, practice reimbursement and payer and life sciences solutions, which are mainly targeted at hospitals, health systems, other care facilities, payers, life sciences companies and other key healthcare stakeholders. These solutions enable clients to transition, analyze and coordinate care while improving the quality, efficiency and value of healthcare delivery across the entire care community.

(In thousands, except percentages)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Revenue	\$ 85,161	\$ 87,985	(3.2%)	\$ 173,519	\$ 170,391	1.8%
Gross profit	\$ 49,032	\$ 55,676	(11.9%)	\$ 100,697	\$ 103,406	(2.6%)
Gross margin %	57.6%	63.3%		58.0%	60.7%	
Income from operations	\$ 7,267	\$ 12,534	(42.0%)	\$ 16,932	\$ 16,854	0.5%
Operating margin %	8.5%	14.2%		9.8%	9.9%	

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

Data, Analytics and Care Coordination revenue decreased for the three months ended June 30, 2020 compared with the prior year comparable period due to a decrease in volume-based revenues. The decrease was partially offset by an increase in subscription revenue. New business in subscription revenue and client services contributed to the increase in revenue for the six months ended June 30, 2020 compared with the prior year comparable period.

Gross profit and margin decreased during the three and six months ended June 30, 2020 compared with the prior year comparable periods, primarily due to higher costs incurred to support the growth of this segment.

Operating margin decreased during the three and six months ended June 30, 2020 compared with the prior year comparable periods, due to a decline in gross margin. The decrease was partially offset by lower selling, general and administrative expenses driven by cost reduction initiatives.

Unallocated Amounts

The EPSi™ operating segment is included in the “Unallocated Amounts” category as it does not meet the requirements to be a reportable segment nor the criteria to be aggregated into the two reportable segments.

(In thousands, except percentages)	Three Months Ended June 30,			Six Months Ended June 30,		
	2020	2019	% Change	2020	2019	% Change
Revenue	\$ 9,963	\$ 8,693	14.6%	\$ 17,986	\$ 17,924	0.3%
Gross profit	\$ 6,930	\$ 6,124	13.2%	\$ 11,892	\$ 12,364	(3.8%)
Gross margin %	69.6%	70.4%		66.1%	69.0%	
Income from operations	\$ 4,020	\$ 3,943	2.0%	\$ 5,867	\$ 7,792	(24.7%)
Operating margin %	40.3%	45.4%		32.6%	43.5%	

Three and Six Months Ended June 30, 2020 Compared with the Three and Six Months Ended June 30, 2019

Revenue increased during the three and six months ended June 30, 2020, compared with the prior year comparable periods, primarily due to an increase in upfront software revenue and maintenance revenue.

Gross profit and margin increased during the three months ended June 30, 2020, compared with the prior year comparable period, primarily due to an increase in upfront software revenue and maintenance revenue. Headcount growth to support implementation services contributed to the slight decline in gross profit and margin for the six months ended June 30, 2020 compared with the prior year comparable period.

Income from operations increased during the three months ended June 30, 2020, compared with the prior year comparable period, primarily due to an increase in upfront software revenue and maintenance revenue. The cost reduction initiatives contributed to the decline in income from operations for the six months ended June 30, 2020 compared with the prior year comparable period.

Contract Backlog

Contract backlog represents the value of bookings and support and maintenance contracts that have not yet been recognized as revenue. A summary of contract backlog by revenue category is as follows:

(In millions)	As of June 30, 2020	As of December 31, 2019	As of June 30, 2019	% Change vs. June 30, 2020	
				December 31, 2019	June 30, 2019
Software delivery, support and maintenance	\$ 2,491	\$ 2,519	\$ 2,527	(1.1%)	(1.4%)
Client services	1,942	1,848	1,358	5.1%	43.0%
Total contract backlog	\$ 4,433	\$ 4,367	\$ 3,885	1.5%	14.1%

Total contract backlog as of June 30, 2020 increased compared with December 31, 2019 and June 30, 2019. Total contract backlog can fluctuate between periods based on the level of revenue and bookings, as well as the timing and mix of renewal activity and periodic revalidations.

Liquidity and Capital Resources

The primary factors that influence our liquidity include, but are not limited to, the amount and timing of our revenues, cash collections from our clients, capital expenditures and investments in research and development efforts, including investments in or acquisitions of third parties. Our liquidity was influenced by the COVID-19 pandemic during the six months ended June 30, 2020. We increased cash on hand through additional credit facility borrowings to provide financial flexibility and enhance our ability to address potential future uncertainties regarding the impact of the COVID-19 pandemic. Our principal sources of liquidity consisted of cash and cash equivalents of \$205 million and available borrowing capacity of \$689 million under our revolving credit facility as of June 30, 2020. The change in our cash and cash equivalents balance is reflective of the following:

Operating Cash Flow Activities

(In thousands)	Six Months Ended June 30,		
	2020	2019	\$ Change
Net loss	\$ (27,959)	\$ (157,907)	\$ 129,948
Non-cash adjustments to net loss	119,107	136,476	(17,369)
Cash impact of changes in operating assets and liabilities	(72,210)	49,521	(121,731)
Net cash provided by operating activities - continuing operations	18,938	28,090	(9,152)
Net cash (used in) provided by operating activities - discontinued operations	0	(30,000)	30,000
Net cash provided by (used in) operating activities	<u>\$ 18,938</u>	<u>\$ (1,910)</u>	<u>\$ 20,848</u>

Six Months Ended June 30, 2020 Compared with the Six Months Ended June 30, 2019

Net cash provided by operating activities – continuing operations decreased during the six months ended June 30, 2020 compared with the prior year comparable period. Non-cash adjustments to net loss decreased primarily due to the sale of a third-party equity-method investment and a decrease in stock-based compensation expenses. Net loss and Cash impact of changes in operating assets and liabilities for the six months ended June 30, 2020 and 2019 reflects \$73 million of payments and the \$145 million settlement related to the DOJ Settlement Agreements, respectively. The decrease in Cash impact of changes in operating assets and liabilities is also related to working capital changes.

Net cash used in operating activities – discontinued operations during the six months ended June 30, 2019 reflects an advance income tax payment related to the gain realized upon the sale of our investment in Netsmart on December 31, 2018.

Investing Cash Flow Activities

(In thousands)	Six Months Ended June 30,		
	2020	2019	\$ Change
Capital expenditures	\$ (4,860)	\$ (9,429)	\$ 4,569
Capitalized software	(55,277)	(55,222)	(55)
Cash paid for business acquisitions, net of cash acquired	0	(11,718)	11,718
Sales (purchases) of equity securities, other investments and related intangible assets, net	19,431	(1,159)	20,590
Other proceeds from investing activities	0	9	(9)
Net cash used in investing activities	<u>\$ (40,706)</u>	<u>\$ (77,519)</u>	<u>\$ 36,813</u>

Six Months Ended June 30, 2020 Compared with the Six Months Ended June 30, 2019

Net cash used in investing activities decreased during the six months ended June 30, 2020, compared with the prior year comparable period. The decrease in the use of cash during 2020 was primarily due to the absence of an acquisition, the sale of a third-party equity-method investment and lower capital spending.

Financing Cash Flow Activities

(In thousands)	Six Months Ended June 30,		
	2020	2019	\$ Change
Taxes paid related to net share settlement of equity awards	\$ (5,533)	\$ (6,695)	\$ 1,162
Repayment of Convertible Senior Notes	(7,361)	0	(7,361)
Payments for issuance costs on 0.875% Convertible Senior Notes	(758)	0	(758)
Credit facility payments	(167,500)	(10,000)	(157,500)
Credit facility borrowings, net of issuance costs	285,000	180,000	105,000
Repurchase of common stock	(9,714)	(65,070)	55,356
Payment of acquisition and other financing obligations	(4,369)	(1,541)	(2,828)
Purchases of subsidiary shares owned by non-controlling interest	0	(54,064)	54,064
Net cash provided by financing activities	\$ 89,765	\$ 42,630	\$ 47,135

Six Months Ended June 30, 2020 Compared with the Six Months Ended June 30, 2019

Net cash provided by financing activities increased during the six months ended June 30, 2020, compared with the prior year comparable period. The increase was due to higher net credit facility borrowings in order to increase cash on hand and provide financial flexibility to enhance our ability to address potential future uncertainties regarding the impact of the COVID-19 pandemic. During the six months ended June 30, 2020, we also repurchased a lower amount of our common stock, increased payments on debt instruments and had an absence of minority interest purchases compared with the six months ended June 30, 2019.

Future Capital Requirements

The following table summarizes our required minimum future payments under the 0.875% Convertible Senior Notes, the 1.25% Notes and the Senior Secured Credit Facility as of June 30, 2020.

(In thousands)	Total	Remainder of 2020	2021	2022	2023	2024	Thereafter
Principal payments:							
0.875% Convertible Senior Notes ⁽¹⁾	\$ 207,911	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 207,911
1.25% Cash Convertible Senior Notes ⁽²⁾	345,000	345,000	0	0	0	0	0
Senior Secured Credit Facility ⁽³⁾	527,500	15,000	30,000	37,500	445,000	0	0
Total principal payments	<u>1,080,411</u>	<u>360,000</u>	<u>30,000</u>	<u>37,500</u>	<u>445,000</u>	<u>0</u>	<u>207,911</u>
Interest payments:							
0.875% Convertible Senior Notes	15,028	3,204	1,819	1,819	1,819	1,819	4,548
1.25% Cash Convertible Senior Notes ⁽²⁾	0	0	0	0	0	0	0
Senior Secured Credit Facility ⁽³⁾⁽⁴⁾	34,007	6,565	12,641	11,947	2,854	0	0
Total interest payments	<u>49,035</u>	<u>9,769</u>	<u>14,460</u>	<u>13,766</u>	<u>4,673</u>	<u>1,819</u>	<u>4,548</u>
Total future debt payments	<u>\$ 1,129,446</u>	<u>\$ 369,769</u>	<u>\$ 44,460</u>	<u>\$ 51,266</u>	<u>\$ 449,673</u>	<u>\$ 1,819</u>	<u>\$ 212,459</u>

(1) Amount represents the face value of the 0.875% Convertible Senior Notes, which includes both the liability and equity portions.

(2) There were no cash conversions of the 1.25% Notes prior to their maturity on July 1, 2020.

(3) Assumes no additional borrowings after June 30, 2020, payment of any required periodic installments of principal and that all drawn amounts are repaid upon maturity.

(4) Assumes LIBOR plus the applicable margin remain constant at the rate in effect on June 30, 2020, which was 2.18%.

Other Matters Affecting Future Capital Requirements

Research and development investment is expected to decline for the remainder of 2020 as the company is implementing cost reduction initiatives. Total spending consists of research and development costs directly recorded to expense, which are offset by the capitalization of eligible development costs.

We believe that our cash and cash equivalents of \$205 million as of June 30, 2020, our future cash flows, our borrowing capacity under our senior secured revolving facility (the “Revolving Facility”) and access to capital markets, taken together, provide adequate resources to meet future operating needs as well as scheduled payments of short and long-term debt. We cannot provide assurance that our actual cash requirements will not be greater than we expect as of the date of this Form 10-Q. We will, from time to time, consider the acquisition of, or investment in, complementary businesses, products, services and technologies and the repurchase of our common stock under our 2018 stock repurchase program, each of which might impact our liquidity requirements or cause us to borrow under our Revolving Facility or issue additional equity or debt securities.

Contractual Obligations, Commitments and Off-Balance Sheet Arrangements

We have various contractual obligations, which are recorded as liabilities in our consolidated financial statements. During the six months ended June 30, 2020, in the ordinary course of business, we amended or renewed multi-year service agreements with a third-party software vendor, which resulted in increases of approximately \$14.4 million, \$18.0 million, \$13.3 million, \$8.2 million, \$4.5 million, and \$1.9 million to our future purchase obligation amounts for the years ending December 31, 2020, 2021, 2022, 2023, 2024, and 2025, respectively, previously disclosed in our Form 10-K.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Our market risk disclosures set forth in Part II, Item 7A, “Quantitative and Qualitative Disclosures About Market Risk” of our Form 10-K have not changed materially during the six months ended June 30, 2020.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Under the direction of our chief executive officer and chief financial officer, we evaluated our disclosure controls and procedures pursuant to Rule 13a-15(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and concluded that our disclosure controls and procedures were effective as of June 30, 2020.

Changes in Internal Control over Financial Reporting

We have implemented, and continue to refine, internal controls related to the new credit loss accounting standard which we adopted on January 1, 2020. There have been no other changes in our internal control over financial reporting during the six months ended June 30, 2020, which were identified in connection with management’s evaluation required by paragraph (d) of Rules 13a-15 and 15d-15 under the Exchange Act, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

We hereby incorporate by reference Note 14, “Contingencies,” of the Notes to Consolidated Financial Statements in Part I, Item 1 of this Form 10-Q.

Item 1A. Risk Factors

Except as follows, there have been no material changes during the six months ended June 30, 2020 from the risk factors as previously disclosed in our Form 10-K.

The novel coronavirus (COVID-19) pandemic has and could continue to materially and adversely impact the business, results of operations, financial condition, liquidity and cash flows of us and our clients.

The COVID-19 pandemic and efforts to control its spread is having a significant impact on our operations and the operations of our healthcare clients. The magnitude and duration of the disruption and resulting decline in business activity will largely depend on future developments which are highly uncertain and cannot be predicted. Because our hospital and other health care provider clients have understandably prioritized their resources towards the COVID-19 outbreak, we expect that our business will be adversely affected, including by negatively impacting the demand for our solutions (including the timeframes for the implementation of our solutions) and the timing of the payment for our solutions, while restricting our sales, marketing, and other important business activities. For example, the COVID-19 pandemic negatively impacted revenue for the three and six months ended June 30, 2020, as we saw delays in deals with upfront software revenue and professional services implementations across our inpatient and outpatient base. We are unable to predict the continuing magnitude of any such affect.

As a result of the COVID-19 pandemic, certain industry events that we sponsor or at which we present and certain client events have been canceled, postponed or moved to virtual-only experiences, and we have instituted a work-from-home policy for most of our employees and have significantly restricted employee travel. In addition, concerns over the economic impact of the COVID-19 pandemic have also caused extreme volatility in financial and other capital markets which has and may continue to adversely impact our stock price and our ability to access capital markets. If COVID-19, or another highly infectious or contagious disease, spreads or the response to contain COVID-19 is unsuccessful, we could continue to experience adverse effects on our business, financial condition, and results of operations. The COVID-19 pandemic may also have the effect of heightening many of the other risks described in the other “Risk Factors” that are incorporated by reference herein, such as those relating to our products and services, sales cycles and implementation schedules, the retention of key employees, financial performance and debt obligations.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

On June 29, 2020, the Company issued 89,690 shares of common stock to a commercial partner pursuant to the terms of a commercial agreement. The shares of common stock have been offered and sold pursuant to Section 4(a)(2) of the Securities Act of 1933.

Item 6. Exhibits

Exhibit Number	Exhibit Description	Filed Herewith	Furnished Herewith
10.1	Allscripts Healthcare Solutions, Inc. 2019 Stock Incentive Plan (incorporated by reference from Ex. 4-3 to Form S-8 filed with the SEC on May 21, 2020)		
10.2	Second Amendment, dated as of July 20, 2020, to the Second Amended and Restated Credit Agreement, dated as of February 15, 2018, among Allscripts Healthcare Solutions, Inc., Allscripts Healthcare, LLC, the lenders from time to time parties thereto and JPMorgan Chase Bank, N.A. as Administrative Agent	X	
31.1	Rule 13a - 14(a) Certification of Chief Executive Officer	X	
31.2	Rule 13a - 14(a) Certification of Chief Financial Officer	X	
32.1	Section 1350 Certifications of Chief Executive Officer and Chief Financial Officer		X
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline document	X	
101.SCH	Inline XBRL Taxonomy Extension Schema	X	
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase	X	

101.LAB	Inline XBRL Taxonomy Extension Label Linkbase	X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase	X
101.DEF	Inline XBRL Taxonomy Definition Linkbase	X
104	The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2020, formatted in Inline XBRL and included in Exhibit 101.	X

SECOND AMENDMENT

SECOND AMENDMENT, dated as of July 20, 2020 (this "Amendment"), to the **Second Amended and Restated Credit Agreement**, dated as of February 15, 2018 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, including pursuant to the First Amendment, dated as of August 7, 2019, the "Credit Agreement"), among **ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.**, a Delaware corporation (the "Borrower"), **ALLSCRIPTS HEALTHCARE, LLC**, a North Carolina limited liability company (the "Co-Borrower" and, together with the Borrower, the "Borrowers"), the lenders from time to time parties thereto and **JPMORGAN CHASE BANK, N.A.**, as administrative agent (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Borrowers, the Lenders and the Administrative Agent are parties to the Credit Agreement;

WHEREAS, the Borrowers have requested that the Required Lenders approve certain amendments to the Credit Agreement, pursuant to Section 10.1 of the Credit Agreement, as set forth herein; and

WHEREAS, pursuant to such request, the Required Lenders are willing to consent to such amendments on the terms set forth herein;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the Borrowers, the Administrative Agent and the Required Lenders hereby agree as follows:

SECTION 1 Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

SECTION 2 Amendments to the Credit Agreement. The Credit Agreement is hereby amended in accordance with Exhibit A hereto by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and by inserting the double-underlined text (indicated textually in the same manner as the following example: double-underlined text), in each case in the place where such text appears therein

SECTION 3 [Reserved].

SECTION 4 Effectiveness. This Amendment shall become effective as of the date (the "Second Amendment Effective Date") on which all of the following conditions precedent have been satisfied or waived:

(a) Amendment. The Administrative Agent shall have received a counterpart of this Amendment, executed and delivered by a duly authorized officer of each of the Borrowers, the Required Lenders and the Administrative Agent.

(b) Fees. The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Second Amendment Effective Date for which invoices have been presented, including all reasonable out-of-pocket expenses (including reasonable fees, charges and

disbursements of counsel) required to be reimbursed or paid by any Loan Party hereunder or under any other Loan Document.

SECTION 5 Continuing Effect of the Credit Agreement. This Amendment shall not (a) constitute an amendment or waiver of any other provision of the Credit Agreement not expressly referred to herein, (b) be construed as a waiver or consent to any further or future action on the part of any Borrower that would require a waiver or consent of the Lenders or the Administrative Agent, (c) constitute any course of dealing or other basis for altering any obligation of the Borrowers, any other Loan Party or any right, privilege or remedy of the Administrative Agent or the Lenders under the Credit Agreement, the other Loan Documents, or any other contract or instrument or (d) constitute a novation of any Obligations. Except as expressly amended hereby, the provisions of the Credit Agreement and each other Loan Document are and shall remain in full force and effect. Each Loan Party hereby agrees that with respect to each Loan Document to which it is a party (i) all of its obligations, liabilities and indebtedness under such Loan Document shall remain in full force and effect on a continuous basis after giving effect to this Amendment and (ii) all of the Liens and security interests created and arising under such Loan Document remain in full force and effect, and the perfected status and priority of each such Lien and security interest continues in full force and effect, unimpaired, uninterrupted and undischarged, on a continuous basis after giving effect to this Amendment, as collateral security for its obligations, liabilities and indebtedness under the Credit Agreement and its guarantees in the Loan Documents. The Borrowers and the other parties hereto acknowledge and agree that this Amendment shall constitute a Loan Document.

SECTION 6 Representations and Warranties. The Borrowers hereby represent and warrant that, on and as of the Second Amendment Effective Date:

(a) each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents is true and correct in all material respects (or in all respects if qualified by materiality); and

(b) no Default or Event of Default has occurred and is continuing.

SECTION 7 Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Fee Letter and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries 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, physical delivery thereof 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; provided that nothing herein shall require JPMorgan to accept electronic signatures in any form or format without its prior written consent.

SECTION 8 GOVERNING LAW; WAIVER OF JURY TRIAL. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. EACH PARTY HERETO HEREBY AGREES AS SET FORTH IN SECTION 10.18 OF THE CREDIT AGREEMENT AS IF SUCH SECTION WERE SET FORTH IN FULL HEREIN.

[Signature Page to Amendment]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC., as
Borrower

By: /s/ Richard J. Poulton
Name: Richard J. Poulton
Title: Chief Financial Officer

ALLSCRIPTS HEALTHCARE, LLC, as Co-Borrower

By: /s/ Richard J. Poulton
Name: Richard J. Poulton
Title: Chief Financial Officer

[Signature Page to Amendment]

JPMORGAN CHASE BANK, N.A., as Administrative Agent
and a Lender

By: /s/ Erik Barragan
Name: Erik Barragan
Title: Authorized Officer

[Signature Page to Amendment]

Bank of America, N.A., as a Lender

By: /s/ Linda E.C. Alto

Name: Linda E.C. Alto

Title: Senior Vice President

[Signature Page to Amendment]

BMO HARRIS BANK, N.A.

By: /s/ Carl E. Skoog

Name: Carl E. Skoog

Title: Senior Vice President

[Signature Page to Amendment]

DEUTSCHE BANK AG NEW YORK BRANCH, as a Lender

By: /s/ Philip Tancorra
Name: Philip Tancorra
Title: Vice President
Email: philip.tancorra@db.com
212-250-6576

By: /s/ Yumi Okabe
Name: Yumi Okabe
Title: Vice President
Email: yumi.okabe@db.com
Tel: +44 (20) 754-19412

[Signature Page to Amendment]

TRUST BANK, as a Lender

By/s/ James Ford

Name: James Ford

Title: Managing Director

[Signature Page to Amendment]

KEYBANK NATIONAL ASSOCIATION, as a Lender

By: s/ Thomas A. Crandell

Name: Thomas A. Crandell

Title: Senior Vice President

[Signature Page to Amendment]

Village Bank & Trust, N.A., as a Lender

By: /s/ Dawn Mase

Name: Dawn Mase

Title: Senior Vice President

[Signature Page to Amendment]

Royal Bank of Canada, as a Lender

By: /s/ Diana Lee

Name: Diana Lee

Title: Authorized Signatory

[Signature Page to Amendment]

[CIBC BANK USA], as a Lender

By: s/ Anne Howaniec
Name: Anne Howaniec
Title: Managing Director

[Signature Page to Amendment]

DNB Capital LLC, as a Lender

By: /s/ Samantha K. Stone
Name: Samantha K. Stone
Title: Vice President

By: /s/ Mita Zalavadia
Name: Mita Zalavadia
Title: Assistant Vice President

[Signature Page to Amendment]

Wells Fargo Bank, National Association, as a Lender

By: s/ Jonathan Antonio
Name: Jonathan Antonio
Title: Director

[Signature Page to Amendment]

CITIZENS BANK, N.A., as a Lender

By: /s/ Martin Rohan
Name: Martin Rohan
Title: Vice President

[Signature Page to Amendment]

City National Bank, as a Lender

By: s/ Breck Fleming

Name: Breck Fleming

Title: Senior VP, Managing Director

[Signature Page to Amendment]

FIFTH THIRD BANK, National Association, as a Lender

By: s/ Nathaniel E. (Ned) Sher
Name: Nathaniel E. (Ned) Sher
Title: Senior Vice President

[Signature Page to Amendment]

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Donna Benson

Name: Donna Benson

Title: Assistant Vice President

[Signature Page to Amendment]

BBVA USA f/k/a Compass Bank, as a Lender

By: /s/ Jeffrey Bork

Name: Jeffrey Bork

Title: Senior Vice President

[Signature Page to Amendment]

US BANK, National Association, as a Lender

By: /s/ Michael West

Name: Michael West

Title: Senior Vice President

[Signature Page to Amendment]

BANK OF THE WEST, as a Lender

By: /s/ David Wang
Name: David Wang
Title: Director

EXHIBIT A

[See attached]

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of February 15, 2018¹

among

ALLSCRIPTS HEALTHCARE SOLUTIONS, INC.,

as Borrower,

ALLSCRIPTS HEALTHCARE, LLC,

as Co-Borrower

The Several Lenders from Time to Time Parties Hereto,

FIFTH THIRD BANK, [NATIONAL ASSOCIATION](#),
KEYBANK NATIONAL ASSOCIATION,
SUNTRUST BANK, and
WELLS FARGO BANK, NATIONAL ASSOCIATION
as Syndication Agents,

BANK OF AMERICA, N.A.,
U.S. BANK, NATIONAL ASSOCIATION,
ROYAL BANK OF CANADA,
DEUTSCHE BANK SECURITIES, INC. and
BMO HARRIS BANK, N.A.
as Co-Documentation Agents

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

JPMORGAN CHASE BANK, N.A.,
FIFTH THIRD BANK, [NATIONAL ASSOCIATION](#),
KEYBANC CAPITAL MARKETS,
SUNTRUST ROBINSON HUMPHREY, INC. and
WELLS FARGO SECURITIES, LLC
as Lead Arrangers and Bookrunners

¹ Conformed to reflect the First Amendment, dated as of August 7, 2019 [and the Second Amendment, dated as of July 20, 2020](#).

<u>Section 1.</u>	<u>Definitions</u>	<u>1</u>	
<u>1.1</u>	<u>Defined Terms</u>	<u>1</u>	
<u>1.2</u>	<u>Other Definitional Provisions</u>	<u>31</u>	<u>36</u>
<u>1.3</u>	<u>Financial Calculations</u>	<u>32</u>	<u>37</u>
<u>1.4</u>	<u>Interest Rates; LIBOR Notification</u>		<u>37</u>
<u>Section 2.</u>	<u>Amount and Terms of Commitments</u>	<u>32</u>	<u>37</u>
<u>2.1</u>	<u>Term Commitments</u>	<u>32</u>	<u>37</u>
<u>2.2</u>	<u>Procedure for Term Loan Borrowing</u>		<u>32</u> <u>37</u>
<u>2.3</u>	<u>Repayment of Term Loans</u>	<u>33</u>	<u>38</u>
<u>2.4</u>	<u>Revolving Commitments</u>	<u>33</u>	<u>38</u>
<u>2.5</u>	<u>Procedure for Revolving Loan Borrowing</u>		<u>34</u> <u>39</u>
<u>2.6</u>	<u>Swingline Commitment</u>	<u>35</u>	<u>40</u>
<u>2.7</u>	<u>Procedure for Swingline Borrowing; Refunding of Swingline Loans</u>		<u>35</u> <u>41</u>
<u>2.8</u>	<u>Commitment Fees, etc.</u>	<u>37</u>	<u>42</u>
<u>2.9</u>	<u>Termination or Reduction of Revolving Commitments</u>		<u>37</u> <u>42</u>
<u>2.10</u>	<u>Illegality</u>	<u>37</u>	<u>42</u>
<u>2.11</u>	<u>Prepayments and Commitment Reductions</u>		<u>38</u> <u>43</u>
<u>2.12</u>	<u>Conversion and Continuation Options</u>		<u>39</u> <u>44</u>
<u>2.13</u>	<u>Limitations on Eurodollar Tranches</u>		<u>39</u> <u>45</u>
<u>2.14</u>	<u>Interest Rates and Payment Dates</u>		<u>40</u> <u>45</u>
<u>2.15</u>	<u>Computation of Interest and Fees</u>		<u>40</u> <u>45</u>
<u>2.16</u>	<u>Inability to Determine Interest Rate</u>		<u>41</u> <u>46</u>
<u>2.17</u>	<u>Pro Rata Treatment and Payments</u>		<u>42</u> <u>47</u>
<u>2.18</u>	<u>Requirements of Law</u>	<u>43</u>	<u>49</u>
<u>2.19</u>	<u>Taxes</u>	<u>45</u>	<u>51</u>
<u>2.20</u>	<u>Indemnity</u>	<u>48</u>	<u>54</u>
<u>2.21</u>	<u>Change of Lending Office</u>		<u>49</u> <u>54</u>
<u>2.22</u>	<u>Replacement of Lenders</u>		<u>49</u> <u>54</u>
<u>2.23</u>	<u>Defaulting Lenders</u>	<u>50</u>	<u>55</u>
<u>2.24</u>	<u>Incremental Facility</u>	<u>51</u>	<u>57</u>
<u>2.25</u>	<u>Foreign Exchange Rate</u>	<u>54</u>	<u>59</u>
<u>Section 3.</u>	<u>Letters of Credit</u>	<u>55</u>	<u>60</u>
<u>3.1</u>	<u>L/C Commitment</u>	<u>55</u>	<u>60</u>
<u>3.2</u>	<u>Procedure for Issuance of Letter of Credit</u>		<u>55</u> <u>61</u>
<u>3.3</u>	<u>Fees and Other Charges</u>		<u>56</u> <u>61</u>
<u>3.4</u>	<u>L/C Participations</u>	<u>56</u>	<u>61</u>
<u>3.5</u>	<u>Reimbursement Obligation of the Borrower and the Co-Borrower</u>		<u>57</u> <u>62</u>
<u>3.6</u>	<u>Obligations Absolute</u>	<u>57</u>	<u>63</u>
<u>3.7</u>	<u>Letter of Credit Payments</u>		<u>58</u> <u>63</u>
<u>3.8</u>	<u>Applications</u>	<u>58</u>	<u>63</u>
<u>3.9</u>	<u>Cash Collateralization</u>	<u>58</u>	<u>63</u>
<u>3.10</u>	<u>Currency Adjustments</u>	<u>58</u>	<u>63</u>

<u>Section 4.</u>	<u>Representations and Warranties</u>	<u>5864</u>	
4.1	<u>Organization; Powers</u>	<u>5864</u>	
4.2	<u>Authorization; Enforceability</u>	<u>5964</u>	
4.3	<u>Governmental Approvals; No Conflicts</u>		<u>5964</u>
4.4	<u>Financial Condition</u>	<u>5964</u>	
4.5	<u>Properties</u>	<u>5965</u>	
4.6	<u>Litigation and Environmental Matters</u>		<u>6065</u>
4.7	<u>Compliance with Laws</u>	<u>6065</u>	
4.8	<u>Investment Company Status</u>	<u>6065</u>	
4.9	<u>Taxes</u>	<u>6065</u>	
4.10	<u>ERISA</u>	<u>6066</u>	
4.11	<u>Disclosure</u>	<u>6066</u>	
4.12	<u>Subsidiaries</u>	<u>6166</u>	
4.13	<u>Insurance</u>	<u>6166</u>	
4.14	<u>Labor Matters</u>	<u>6166</u>	
4.15	<u>Solvency</u>	<u>6167</u>	
4.16	<u>Federal Regulations</u>	<u>6267</u>	
4.17	<u>Use of Proceeds</u>	<u>6267</u>	
4.18	<u>Security Documents</u>	<u>6267</u>	
4.19	<u>Regulation H</u>	<u>6268</u>	
4.20	<u>Anti-Terrorism Laws</u>	<u>6368</u>	
4.21	<u>EEA Financial Institutions</u>	<u>6368</u>	
<u>Section 5.</u>	<u>Conditions Precedent</u>	<u>6368</u>	
5.1	<u>Conditions to Restatement Date</u>	<u>6368</u>	
5.2	<u>Conditions to Each Extension of Credit</u>		<u>6570</u>
<u>Section 6.</u>	<u>Affirmative Covenants</u>	<u>6570</u>	
6.1	<u>Financial Statements</u>	<u>6570</u>	
6.2	<u>Certificates; Other Information</u>	<u>6671</u>	
6.3	<u>Payment of Taxes</u>	<u>6772</u>	
6.4	<u>Maintenance of Existence; Compliance</u>		<u>6772</u>
6.5	<u>Maintenance of Property; Insurance</u>		<u>6773</u>
6.6	<u>Compliance with Laws</u>	<u>6873</u>	
6.7	<u>Inspection of Property; Books and Records; Discussions</u>		<u>6873</u>
6.8	<u>Notices</u>	<u>6874</u>	
6.9	<u>Environmental Laws</u>	<u>6974</u>	
6.10	<u>Additional Collateral, etc.</u>	<u>6974</u>	
<u>Section 7.</u>	<u>Negative Covenants</u>	<u>7176</u>	
7.1	<u>Financial Condition Covenants</u>	<u>7176</u>	
7.2	<u>Indebtedness</u>	<u>7176</u>	
7.3	<u>Liens</u>	<u>7278</u>	
7.4	<u>Fundamental Changes</u>	<u>7480</u>	
7.5	<u>Disposition of Property</u>	<u>7580</u>	
7.6	<u>Restricted Payments</u>	<u>7681</u>	
7.7	<u>Reserved</u>	<u>7782</u>	

7.8	Investments	77 <u>82</u>	
7.9	Payments and Modifications of Certain Debt Instruments		79 <u>84</u>
7.10	Transactions with Affiliates	79 <u>85</u>	
7.11	Sales and Leasebacks	80 <u>85</u>	
7.12	Swap Agreements	80 <u>85</u>	
7.13	Clauses Restricting Subsidiary Distributions		80 <u>85</u>
7.14	Lines of Business	81 <u>86</u>	
7.15	Use of Proceeds	81 <u>86</u>	
7.16	Business; Liabilities; Assets of Certain Subsidiaries		81 <u>86</u>
Section 8.	Events of Default	82 <u>87</u>	
Section 9.	The Agents	85 <u>90</u>	
9.1	Appointment	85 <u>90</u>	
9.2	Delegation of Duties	85 <u>91</u>	
9.3	Exculpatory Provisions	85 <u>91</u>	
9.4	Reliance by Administrative Agent		86 <u>91</u>
9.5	Notice of Default	86 <u>91</u>	
9.6	Non-Reliance on Agents and Other Lenders		86 <u>92</u>
9.7	Indemnification	87 <u>92</u>	
9.8	Agent in Its Individual Capacity	87 <u>92</u>	
9.9	Successor Administrative Agent	87 <u>92</u>	
9.10	Lead Arrangers, Syndication Agents and Co-Documentation Agents		88 <u>93</u>
9.11	Credit Bidding	88 <u>93</u>	
Section 10.	Miscellaneous	89 <u>94</u>	
10.1	Amendments and Waivers	89 <u>94</u>	
10.2	Notices	90 <u>96</u>	
10.3	No Waiver; Cumulative Remedies		91 <u>96</u>
10.4	Survival of Representations and Warranties		91 <u>97</u>
10.5	Payment of Expenses	91 <u>97</u>	
10.6	Successors and Assigns; Participations and Assignments		92 <u>98</u>
10.7	Adjustments; Set-off	96 <u>101</u>	
10.8	Counterparts	96 <u>102</u>	101 <u>101</u>
10.9	Severability	96 <u>102</u>	
10.10	Integration	96 <u>102</u>	
10.11	GOVERNING LAW	96 <u>102</u>	
10.12	Submission To Jurisdiction; Waivers		97 <u>103</u>
10.13	Acknowledgements	97 <u>103</u>	
10.14	No Fiduciary Duty	97 <u>103</u>	
10.15	Additional Borrowers	98 <u>104</u>	
10.16	Releases of Guarantees and Liens		99 <u>105</u>
10.17	Judgment Currency	100 <u>106</u>	
10.18	WAIVERS OF JURY TRIAL	100 <u>106</u>	
10.19	USA Patriot Act	100 <u>106</u>	
10.20	Section 2.20 Waiver	101 <u>107</u>	
10.21	No Novation	101 <u>107</u>	
10.22	Acknowledgement and Consent to Bail-In of EEA Financial Institutions		101 <u>107</u>

<u>10.23</u>	<u>Certain ERISA Matters</u>	101 <u>107</u>	
<u>10.24</u>	<u>MIRE Events</u>	103 <u>109</u>	
<u>10.25</u>	<u>Acknowledgement Regarding Any Supported QFCs</u>		<u>109</u>

EXHIBITS:

- A [Reserved]
- B Form of Compliance Certificate
- C Form of Closing Certificate
- D [Reserved]
- E Form of Assignment and Assumption
- G [Reserved]
- H Form of Exemption Certificate
- I Form of Incremental Facility Activation Notice

SCHEDULE:

- 1.1(A) Commitments
- 1.1(B) [Reserved]
- 1.1(C) Administrative Schedule
- 1.1(D) [Reserved]
- 2 Existing Letters of Credit
- 4.6 Litigation
- 4.12 Subsidiaries
- 7.2(d) Existing Indebtedness
- 7.3(l) Existing Liens
- 7.8(g) Existing Investments
- 7.10 Transactions with Affiliates

SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this “Agreement”), dated as of February 15, 2018, among Allscripts Healthcare Solutions, Inc., a Delaware corporation (the “Borrower”), Allscripts Healthcare, LLC, a North Carolina limited liability company (the “Co-Borrower”), the several banks and other financial institutions or entities from time to time parties to this Agreement (the “Lenders”), Fifth Third Bank, National Association, KeyBank National Association, SunTrust Bank and Wells Fargo Bank, National Association, as syndication agents (in such capacity, each a “Syndication Agent” and together the “Syndication Agents”), Bank of America, N.A., U.S. Bank, National Association, Royal Bank of Canada, Deutsche Bank Securities Inc. and BMO Harris Bank, N.A. (in such capacity, each a “Co-Documentation Agent” and together the “Co-Documentation Agents”) and JPMorgan Chase Bank, N.A., as administrative agent.

RECITALS

WHEREAS the Borrower, the Lenders, JPMorgan Chase Bank, N.A., as administrative agent, and the other agents named therein are parties to that certain Credit Agreement, dated as of June 28, 2013 (as amended prior to the date hereof, including pursuant to amendments dated as of June 8, 2015, September 30, 2015, March 28, 2016 and December 22, 2016, the “Existing Credit Agreement”) pursuant to which certain loans and other extensions of credit were made to the Borrower;

WHEREAS, the Borrower desires to replace the term loans, revolving commitments and revolving loans outstanding under the Existing Credit Agreement with the Term Loans, Revolving Commitments and Revolving Loans hereunder; and

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

SECTION 1. DEFINITIONS

1.1 Defined Terms

. As used in this Agreement, the terms listed in this Section 1.1 shall have the respective meanings set forth in this Section 1.1.

“ABR”: for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Eurodollar Rate that would be calculated as of such day (or, if such day is not a Business Day, as of the next preceding Business Day) in respect of a proposed Eurodollar Loan with a one-month Interest Period plus 1.0%; provided that for purposes of this definition, the Eurodollar Rate for any date shall be based on the Applicable Screen Rate (or if the Applicable Screen Rate is not available for such one-month period, the Dollar Interpolated Rate in respect of a one-month Interest Period) at approximately 11:00 A.M. London time on such date. Any change in the ABR due to a change in the Prime Rate, the NYFRB Rate or such Eurodollar Rate shall be effective as of the opening of business on the day of such change in the Prime Rate, the NYFRB Rate or such Eurodollar Rate, respectively. If ABR is being used as an alternate rate of interest pursuant to Section 2.16 hereof (for the avoidance of doubt, only until any amendment has become effective pursuant to Section 2.16(b)), then ABR shall be the greater of clause (a) and clause (b) above and shall be determined without reference to clause (c) above.

“ABR Loans”: Loans the rate of interest applicable to which is based upon the ABR.

“Acceptable Currency”: the currencies of Singapore, Malaysia, the United Arab Emirates, the State of Qatar, Australia, the United Kingdom, Hong Kong, India, Canada and any

additional currencies determined after the Restatement Date by mutual agreement of the Borrower, Issuing Lender and Administrative Agent; provided that each such currency is a lawful currency that is readily available, freely transferable and not restricted, able to be converted into Dollars and available in the London interbank deposit market.

“ACS Agreement”: the Agreement entered into between Affiliated Computer Services, Inc. and Allscripts Healthcare, LLC on March 31, 2011 to provide services to support the Borrower’s remote hosting services for Sunrise acute care clients along with the related sale of a portion of its hosting equipment and infrastructure for approximately \$20,000,000.

“Additional Borrower”: as defined in Section 10.15.

“Adjustment Date”: a date that is three Business Days after the date on which financial statements are delivered to the Administrative Agent pursuant to Section 6.1, commencing with the date that is three Business Days after the date the financial statements are delivered to the Administrative Agent with respect to the fiscal quarter ending September 30, 2018 (the “First Adjustment Date”).

“Administrative Agent”: JPMorgan Chase Bank, N.A., together with its affiliates, as the arranger of the Commitments and as the administrative agent for the Lenders under this Agreement and the other Loan Documents, together with any of its successors.

“Administrative Schedule”: Schedule 1.1(C) to this Agreement, which contains administrative information in respect of each Foreign Currency and each Foreign Currency Loan.

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

“Affiliate”: as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“Agents”: the collective reference to the Lead Arrangers, the Syndication Agents, the Co-Documentation Agents, the Administrative Agent and the Foreign Currency Agent.

“Aggregate Exposure”: with respect to any Lender at any time, an amount equal to the sum of (i) the aggregate then unpaid principal amount of such Lender’s Term Loans and (ii) the amount of such Lender’s Revolving Commitment then in effect or, if the Revolving Commitments have been terminated, the amount of such Lender’s Revolving Extensions of Credit then outstanding.

“Aggregate Exposure Percentage”: with respect to any Lender at any time, the ratio (expressed as a percentage) of such Lender’s Aggregate Exposure at such time to the Aggregate Exposure of all Lenders at such time. If the Commitments have terminated or expired, the Aggregate Exposure Percentages shall be determined based upon the Commitments most recently in effect, giving effect to any assignments and to any Lender’s status as a Defaulting Lender at the time of determination.

“Agreement”: as defined in the preamble hereto.

“Anti-Corruption Laws”: all laws, rules and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Applicable Margin”: for each Type of Loan, the rate per annum set forth under the relevant column heading below:

	ABR Loans	Eurodollar Loans
Revolving Loans and Swingline Loans	1.00%	2.00%
Term Loans	1.00%	2.00%

; provided, that on and after the First Adjustment Date, the Applicable Margin with respect to Revolving Loans, Swingline Loans and Term Loans will be determined pursuant to the Applicable Pricing Grid.

“Applicable Pricing Grid”: the table set forth below:

	Total Leverage Ratio	Applicable Margin for Eurodollar Loans	Applicable Margin for ABR Loans	Commitment Fee Rate
Level I	Greater than 4.00 to 1.00	2.25%	1.25%	0.35%
Level II	Greater than 3.25 to 1.00 but equal to or less than 4.00 to 1.00	2.00%	1.00%	0.30%
Level III	Greater than 2.50 to 1.00 but equal to or less than 3.25 to 1.00	1.75%	0.75%	0.25%
Level IV	Equal to or less than 2.50 to 1.00	1.50%	0.50%	0.20%

For the purposes of the Applicable Pricing Grid, changes in the Applicable Margin resulting from changes in the Total Leverage Ratio shall become effective on each Adjustment Date and shall remain in effect until the next change to be effected pursuant to this paragraph; provided that (a) no adjustment to a level providing a lower pricing shall be effected while an Event of Default is in existence and (b) the highest rate set forth in each column of the Applicable Pricing Grid shall apply at all times while an Event of Default under clause (a) or (f) of Section 8 shall have occurred and be continuing. If any financial statements referred to above are not delivered within the time periods specified in Section 6.1, then, until the date that is three Business Days after the date on which such financial statements are delivered, the highest rate set forth in each column of the Applicable Pricing Grid shall apply. Each determination of the Total Leverage Ratio pursuant to the Applicable Pricing Grid shall be made in a manner consistent with the determination thereof pursuant to Section 7.1.

“Applicable Screen Rate”: as defined in the definition of “Eurodollar Base Rate”.

“Application”: an application, in such form as the Issuing Lender may specify from time to time, requesting the Issuing Lender to open a Letter of Credit.

“Approved Fund”: as defined in Section 10.6(b).

“Asset Sale”: any Disposition of property or series of related Dispositions of property (excluding any such Disposition permitted by Section 7.5 (other than clause (l) thereof)) that yields gross proceeds to any Group Member (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) in excess of \$1,000,000.

“Assignee”: as defined in Section 10.6(b).

“Assignment and Assumption”: an Assignment and Assumption, substantially in the form of Exhibit E.

“Available Revolving Commitment”: as to any Revolving Lender at any time, an amount equal to the excess, if any, of (a) such Lender’s Revolving Commitment then in effect over (b) such Lender’s Revolving Extensions of Credit then outstanding; provided, that in calculating any Lender’s Revolving Extensions of Credit for the purpose of determining such Lender’s Available Revolving Commitment pursuant to Section 2.8(a), the aggregate principal amount of Swingline Loans then outstanding shall be deemed to be zero.

“Bail-In Action”: the exercise of any Write-Down and Conversion Powers by the applicable ~~EEA~~ Resolution Authority in respect of any liability of an ~~EEA~~ Affected Financial Institution.

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

“Bankruptcy Event”: with respect to any Person, such Person becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“Benchmark Replacement”: the sum of: (a) the alternate benchmark rate (which may be a SOFR-Based Rate) that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the Eurodollar Rate or the Eurocurrency Rate, as the case may be, for syndicated credit facilities denominated in U.S. dollars or the applicable Foreign Currency and (b) the Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement; provided further that any such Benchmark Replacement shall be administratively feasible as determined by the Administrative Agent in its reasonable discretion.

“Benchmark Replacement Adjustment”: the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Eurodollar Rate or the Eurocurrency Rate, as the case may be, with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Eurodollar Rate or the Eurocurrency Rate, as the case may be, with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in U.S. dollars or the applicable Foreign Currency at such time (for the avoidance of doubt, such Benchmark Replacement Adjustment shall not be in the form of a reduction to the Applicable Margin).

“Benchmark Replacement Conforming Changes”: with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “ABR,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest and other administrative matters) that the Administrative Agent decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement).

“Benchmark Replacement Date”: the earlier to occur of the following events with respect to the Eurodollar Rate or the Eurocurrency Rate:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the applicable Screen Rate permanently or indefinitely ceases to provide the applicable Screen Rate; or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

“Benchmark Transition Event”: the occurrence of one or more of the following events with respect to the Eurodollar Rate or the Eurocurrency Rate:

(1) a public statement or publication of information by or on behalf of the administrator of the applicable Screen Rate announcing that such administrator has ceased or will cease to provide the applicable Screen Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the applicable Screen Rate;

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the applicable Screen Rate, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the applicable Screen Rate, a resolution authority with jurisdiction over the administrator for the applicable Screen Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the applicable Screen Rate, in each case which states that the administrator of the applicable Screen Rate has ceased or will cease to provide the applicable Screen

Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the applicable Screen Rate; and/or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the applicable Screen Rate announcing that the applicable Screen Rate is no longer representative.

“Benchmark Transition Start Date”: (a) in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication) and (b) in the case of an Early Opt-in Election, the date specified by the Administrative Agent or the Borrower, as applicable, by notice to the Borrower (in the case of notice by the Administrative Agent), the Administrative Agent (in the case of such notice by the Borrower) and the Lenders.

“Benchmark Unavailability Period”: if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the Eurodollar Rate or the Eurocurrency Rate, as the case may be, and solely to the extent that the Eurodollar Rate or the Eurocurrency Rate, as the case may be, has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the Eurodollar Rate or the Eurocurrency Rate, as the case may be, for all purposes hereunder in accordance with Section 2.16 and (y) ending at the time that a Benchmark Replacement has replaced the Eurodollar Rate or the Eurocurrency Rate, as the case may be, for all purposes hereunder pursuant to Section 2.16.

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

“Benefitted Lender”: as defined in Section 10.7(a).

“Board”: the Board of Governors of the Federal Reserve System of the United States (or any successor).

“Borrower”: as defined in the preamble hereto.

“Borrower Representative”: as defined in Section 2.27.

“Borrowers”: the Borrower and the Co-Borrower, collectively.

“Borrowing”: with respect to any Foreign Currency Loans, Loans made on the same date, in the same Foreign Currency and as to which a single Interest Period is in effect.

“Borrowing Date”: any Business Day specified by the Borrower or the Co-Borrower as a date on which the Borrower or the Co-Borrower, as applicable, requests the relevant Lenders to make Loans hereunder.

“Business Day”: a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to close, provided, that (i) with respect to notices and determinations in connection with, and payments of principal and interest on, Eurodollar Loans, such day is also a day for trading by and between banks in Dollar deposits in the interbank eurodollar market and (ii) with respect to notices and determinations in connection with, and payments of principal and interest on, Foreign Currency Loans (x) such day is also a day for trading by and between banks in deposits for the applicable Foreign Currency in the interbank eurocurrency market, (y) with respect to Foreign Currency Loan denominated in Euros, such day is also a TARGET Day (as determined by the Administrative Agent) and (z) with respect to Foreign Currency Loans denominated in a Foreign Currency other than Euros, such day is also a day on which banks are open for dealings in such Foreign Currency in the city which is the principal financial center of the country of issuance of the applicable Foreign Currency.

“Calculation Date”: the last Business Day of each calendar month (or any other day selected by the Administrative Agent); provided that (a) the second Business Day preceding (or such other Business Day as the Administrative Agent shall deem applicable with respect to any Foreign Currency in accordance with rate-setting convention for such Foreign Currency) (i) each Borrowing Date with respect to any Foreign Currency Loan or (ii) any date on which a Foreign Currency Loan is continued shall also be a “Calculation Date”, (b) each Borrowing Date with respect to any other Loan made hereunder shall also be a “Calculation Date” and (c) the date of issuance, amendment, renewal or extension of a Letter of Credit shall also be a Calculation Date.

“Capital Lease Obligations”: of 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 capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

“Capital Stock”: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing and any and all securities convertible into or exchangeable into any of the foregoing (but excluding, for the avoidance of doubt, Indebtedness convertible into or exchangeable for any of the foregoing).

“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 year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any Lender or 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 Standard & Poor’s Financial Services LLC (“S&P”) or P-1 by Moody’s Investors Service, Inc. (“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 six months from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one 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 months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; (g) bonds or notes issued by or guaranteed by any Person incorporated under the laws of the United States of America or any state thereof at the time of acquisition rated at least A (or the equivalent thereof) or better by S&P or at least A2 (or the equivalent thereof) or better by Moody's and maturing within one year of the date of acquisition; (h) money market mutual or similar funds that invest exclusively in assets satisfying the requirements of clauses (a) through (g) of this definition; or (i) 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.

"Cash Netting Amount": as of any date, an amount equal to 100% of the Unrestricted Cash of the Borrower and its Subsidiaries in excess of \$25,000,000 as of such date that is held in or credited to accounts located in the United States; provided, that in no event shall the Cash Netting Amount exceed \$100,000,000; provided further that for purposes of determining any pro forma compliance or other incurrence-based ratio in each case with respect to any incurrence of Indebtedness (including, without limitation, any Incremental Facility), the cash proceeds to be received in connection with such incurrence shall not be included in the Cash Netting Amount.

"CFC Domestic Subsidiary": any Domestic Subsidiary that is owned by a Foreign Subsidiary that is a Controlled Foreign Corporation.

"Change in Control": (a) any "person" or "group" as such terms are used for purposes of Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), whether or not applicable, is or becomes the "beneficial owner" (as that term is used in Rules 13d-3 and 13d-5 under the Exchange Act, whether or not applicable), directly or indirectly, of more than 35% of the total voting power in the aggregate of all classes of Capital Stock then outstanding of the Borrower normally entitled to vote in elections of directors, (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (1) nominated by the board of directors of the Borrower nor (2) appointed or approved by directors so nominated, (c) a Specified Change in Control if the holders of the related Convertible Securities holding more than \$35,000,000 thereof elect to put such Convertible Securities to the Borrower or (d) the Borrower shall cease to own, directly or indirectly, 100% of the Capital Stock and other equity interest of the Co-Borrower and each Additional Borrower.

"Co-Borrower": as defined in the preamble hereto.

"Co-Documentation Agents": as defined in the preamble hereto.

"Code": the Internal Revenue Code of 1986, as amended from time to time.

"Collateral": all property of the Loan Parties (other than Excluded Property), now owned or hereafter acquired, upon which a Lien is purported to be created by any Security Document.

"Commitment": as to any Lender, the sum of the Term Commitment and the Revolving Commitment of such Lender.

"Commitment Fee Rate": 0.30% per annum; provided, that on and after the First Adjustment Date, the Commitment Fee Rate will be determined pursuant to the Applicable Pricing Grid.

“Compounded SOFR” means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which may include compounding in arrears with a lookback and/or suspension period as a mechanism to determine the interest amount payable prior to the end of each Interest Period) being established by the Administrative Agent in accordance with:

- (1) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR; provided that:
- (2) if, and to the extent that, the Administrative Agent determines that Compounded SOFR cannot be determined in accordance with clause (1) above, then the rate, or methodology for this rate, and conventions for this rate that the Administrative Agent determines in its reasonable discretion are substantially consistent with any evolving or then-prevailing market convention for determining compounded SOFR for syndicated credit facilities denominated in U.S. dollars or the applicable Foreign Currency at such time;

provided, further, that if the Administrative Agent decides that any such rate, methodology or convention determined in accordance with clause (1) or clause (2) is not administratively feasible for the Administrative Agent, then Compounded SOFR will be deemed unable to be determined for purposes of the definition of “Benchmark Replacement.”

“Compliance Certificate”: a certificate duly executed by a Responsible Officer substantially in the form of Exhibit B.

“Conduit Lender”: any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.18, 2.19, 2.20 or 10.5 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender or (b) be deemed to have any Commitment.

“Confidential Information Memorandum”: the Confidential Information Memorandum dated January 2018 and furnished to certain Lenders.

“Consolidated Tangible Assets”: at any date, Consolidated Total Assets as set forth in the consolidated balance sheet for the most recently ended fiscal quarter of the Borrower for which a consolidated balance sheet is available minus (i) cash and Cash Equivalents as of such date, (ii) the net book value of all assets reflected on such balance sheet which would be treated as intangible assets and (iii) all goodwill, tradenames, trademarks, patents and unamortized debt discount and expense of the Borrower and its Subsidiaries reflected on such balance sheet, in each case calculated on a consolidated basis in accordance with GAAP.

“Consolidated Total Assets”: at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption “total assets” (or any like caption) on a consolidated balance sheet of the Borrower and its Subsidiaries at such date.

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

“Contributed Subsidiaries”: Allscripts Healthcare International Holdings, LLC, dbMotion LTD and Allscripts Canada Corporation.

“Controlled Foreign Corporation”: as defined in Section 957(a) of the Code.

“Convertible Securities”: any Indebtedness of the Borrower or any Subsidiary of the Borrower or preferred stock of the Borrower that is or will become, upon the occurrence of certain specified events or after the passage of a specified amount of time, convertible into or exchangeable for Capital Stock of the Borrower or any Subsidiary of the Borrower, cash or any combination thereof.

“Corresponding Tenor” with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the applicable Interest Period with respect to the Eurodollar Rate or Eurocurrency Rate, as applicable.

“Covered Party”: has the meaning assigned to it in Section 10.25.

“Credit Party”: the Administrative Agent, the Issuing Lender, the Swingline Lender or any other Lender.

“Default”: any of the events specified in Section 8, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Defaulting Lender”: any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender’s good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender’s good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit and Swingline Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party’s receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of a Bankruptcy Event or a Bail-In Action.

“Designated Noncash Consideration”: noncash consideration received by the Borrower or its Subsidiaries in connection with a Disposition that is designated by the Borrower as Designated Noncash Consideration, less the amount of cash or Cash Equivalents received in connection with a

subsequent Disposition of such Designated Noncash Consideration within 90 days following such Disposition.

“Disposition”: with respect to any property, any sale, lease, sale and leaseback, assignment, conveyance, transfer or other disposition thereof. The terms “Dispose” and “Disposed of” shall have correlative meanings.

“Disregarded Entity”: a Person that is disregarded as separate from its owner for federal income tax purposes within the meaning of Code Section 7701 and the related Treasury regulations.

“Dollar Equivalent”: with respect to an amount denominated in any currency other than Dollars, the equivalent in Dollars of such amount determined at the Exchange Rate on the most recent Calculation Date.

“Dollar Interpolated Rate”: as defined in the definition of “Eurodollar Base Rate”.

“Dollars” and “\$”: dollars in lawful currency of the United States.

“Domestic Subsidiary”: any Subsidiary of the Borrower organized under the laws of any jurisdiction within the United States.

“Early Opt-In Election”: the occurrence of:

(1) a notification by the Administrative Agent (or the request by the Borrower to the Administrative Agent to notify) each of the other parties to this Agreement that at least ten (10) syndicated credit facilities denominated in U.S. dollars or the applicable Foreign Currency being executed at such time, or that include language similar to that contained in Section 2.16 are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace the Eurodollar Rate or the Eurocurrency Rate, as applicable (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(2) (i) the joint election by the Administrative Agent and Borrower to declare that an Early Opt-in Election has occurred and the provision, as applicable, by the Administrative Agent of written notice of such election to the Lenders.

“EBITDA”: without duplication, for any period, (i) consolidated net income from continuing operations of the Borrower and its Subsidiaries, plus (ii) (to the extent reflected as a charge in the statement of consolidated net income for such period) depreciation, amortization, non-cash stock-based compensation expenses, interest expense, income taxes, minus (iii) in the case of income (to the extent included in the statement of consolidated net income for such period) or plus in the case of losses (to the extent reflected as a charge in the statement of consolidated net income for such period), non-cash non-operating items and one-time charges and non-cash extraordinary gains or losses and other non-cash non-recurring items of income or expense plus (iv) (to the extent reflected as a charge in the statement of consolidated net income for such period (other than with respect to clause (f) below)) (a) non-recurring transaction fees and expenses associated with or incurred by the Borrower or any of its Subsidiaries in connection with this Agreement, any other permitted issuances of Indebtedness or Capital Stock, any Disposition permitted hereunder (or under the Existing Credit Agreement if completed prior to the Restatement Date) or any Permitted Acquisition or other Investment permitted hereunder (or under the Existing Credit Agreement if completed prior to the Restatement Date); (b) transaction fees and expenses associated with or incurred by the Borrower or any of its Subsidiaries in connection with any Permitted Acquisition (including under the Existing Credit Agreement, if completed prior to the Restatement Date);

(c) deferred revenue adjustments made in accordance with GAAP; (d) cash charges recorded by the Borrower or any of its Subsidiaries in connection with any monetary judgments or settlements arising out of non-ordinary course litigation or any other dispute resolution proceedings, or any facility closures, work force reductions, restructurings, relocations and product consolidation, cost savings and operating improvement initiatives, discontinued operations and asset Dispositions outside the ordinary course of business (provided, that the amount of cash charges permitted to be added back pursuant to this clause (d) shall not exceed (1) 5% of EBITDA for such measurement period (calculated before giving effect to such addback, including any amounts added back pursuant to clause (d)(2)) plus (2) solely in the case of any measurement period that includes a portion of the fiscal year ending December 31, 2020, the amount of such cash charges incurred during the fiscal year ending December 31, 2020 and during such measurement period, which, in any event, shall not exceed \$40,000,000 in the aggregate in the case of this clause (d)(2))); (e) any write-off of capitalized debt issuance costs associated with Indebtedness (including the Loans) during such period and any loss, cost or expense during such period attributable to the early extinguishment of Indebtedness, including the Convertible Securities and the exercise, unwind or termination of the Permitted Equity Derivative Instruments; (f) the amount of the cost savings, operating expense reductions and cost synergies projected by the Borrower in good faith to be realized in connection with (i) any Permitted Acquisition or other investment permitted hereunder or (ii) any cost savings or operating improvement initiative, in each case to result from actions either taken or planned to be taken within 18 months (which cost savings, operating expense reductions and cost synergies projected to result from any such action shall be added to EBITDA for any measurement period ending not more than 18 months after such action is taken as though such cost savings, operating expense reductions and cost synergies had been realized on the first day of the relevant measurement period), net of the amount of actual benefits realized from such actions; provided that (i) such cost savings, operating expenses or cost synergies are reasonably identifiable and factually supportable, and certified by the Borrower's chief financial officer, (ii) no cost savings, operating expense reductions or cost synergies shall be added pursuant to this clause (f) to the extent duplicative of any expenses or charges otherwise added to (or excluded from) EBITDA, whether through a pro forma adjustment or otherwise, for such period and (iii) the aggregate amount of cost savings, operating expense reductions and cost synergies added pursuant to this clause (f) shall not exceed 15% of EBITDA for such measurement period (calculated before giving effect to such addback); (g) non-recurring severance, retention, transition service and similar costs and non-recurring transaction fees and expenses, in each case incurred by the Borrower or any of its Subsidiaries in connection with the acquisition by the Borrower or any of its Subsidiaries of the Enterprise Information Solutions division of McKesson Corporation; provided that the amount of costs added back pursuant to this clause (g) shall not exceed \$50,000,000 in the aggregate; (h) non-recurring cash charges recorded by the Borrower or its Subsidiaries in connection with the April 2017 legal settlement described in the Borrower's Form 10-Q for the fiscal quarter ended March 31, 2017; ~~and~~ (i) without duplication, non-recurring charges recorded by the Borrower or its Subsidiaries in connection with (x) amounts reserved in accordance with GAAP in respect of amounts reasonably expected to be paid and (y) amounts paid, in each case pursuant to the Practice Fusion Settlement and related legal defense costs; provided that the aggregate amount of charges added back pursuant to this clause (i) over the term of this Agreement shall not exceed the maximum amount disclosed to Lenders at the July 31, 2019 meeting and (j) cash charges recorded by the Borrower or any of its Subsidiaries up to an amount and of a type set forth in the Lender Presentation disclosed to Lenders on June 30, 2020, subject to the terms and conditions set forth in such Lender Presentation; and minus (v) (to the extent included in the statement of consolidated net income for such period) any gain or income during such period attributable to the early extinguishment of Indebtedness, including the Convertible Securities and the exercise, unwind or termination of the Permitted Equity Derivative Instruments.

Notwithstanding the foregoing, if the Borrower or any of its Subsidiaries acquires Capital Stock or assets of any Person in a transaction constituting a Permitted Acquisition during such period, EBITDA shall be adjusted to give pro forma effect to such acquisition assuming that such transaction had

occurred on the first day of such period; provided that (i) if such Permitted Acquisition is consummated by a Subsidiary that is not a Wholly Owned Subsidiary, EBITDA shall only be adjusted in proportion to the percentage ownership of the Borrower or any of its Wholly Owned Subsidiaries in such non-Wholly Owned Subsidiary (e.g., if a Borrower owns 70% of a Subsidiary and such Subsidiary consummates a Permitted Acquisition of a Person, a pro forma adjustment to EBITDA shall be made with respect to no more than 70% of the EBITDA of such Person, (ii) if such Permitted Acquisition is of less than 100% of the Capital Stock of any Person, EBITDA shall only be adjusted in proportion to the percentage ownership of the Borrower or the applicable Subsidiary in such Person (e.g., if the Borrower acquires 70% of the Capital Stock of a Person, a pro forma adjustment to EBITDA shall be made with respect to no more than 70% of the EBITDA of the acquired Person)) and (iii) the income statement items attributable to the acquired business may include pro forma adjustments in accordance with, and subject to, clause (f) of the definition of EBITDA (with any such adjustments being adjusted in proportion to the percentage ownership of the Borrower, in accordance with clauses (i) and (ii)).

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

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

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

“Election Date”: with respect to any fiscal quarter, the date by which the Borrower must deliver financial statements in respect of such fiscal quarter in accordance with Section 6.1(a) or (b).

“Electronic Signature”: an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“Environmental Laws”: all laws (including common law), rules, regulations, statutes, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, release or threatened release of any Hazardous Material or to health and safety matters.

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

“ERISA”: the Employee Retirement Income Security Act of 1974, as amended from time to time.

“ERISA Affiliate”: any trade or business (whether or not incorporated) that, together with any Loan Party, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Sections 302 and 303 of ERISA and Sections 412 and 4971 of the Code, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

“ERISA Event”: (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived, whether or not such automatic waiver is hereafter eliminated); (b) any failure by any Plan to satisfy the minimum funding standards (within the meaning of Sections 412 or 430 of the Code or Section 302 of ERISA) applicable to such Plan, whether or not waived; (c) the failure to make by its due date a required installment under Section 430(j) of the Code with respect to any Plan or the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its Subsidiaries or any other Loan Party or any of their ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) a determination that any 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); (f) the receipt by the Borrower or any of its Subsidiaries or any other Loan Party or any of their ERISA Affiliates from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (g) the incurrence by the Borrower or any of its Subsidiaries or any other Loan Party or any of their ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (h) the receipt by the Borrower or any of its Subsidiaries or any other Loan Party or any of their ERISA Affiliates of any notice, or the receipt by any Multiemployer Plan from the Borrower or any of its Subsidiaries or any other Loan Party or any of their ERISA Affiliates of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, “insolvent” (within the meaning of Section 4245 of ERISA or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or Section 305 of ERISA).

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

“Euro”: the single currency of participating member states of the European Union.

“Eurocurrency Base Rate”: with respect to (a) any Foreign Currency Loan (other than Euros) for any Interest Period, the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for the applicable Foreign Currency for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters Screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the “LIBOR Screen Rate”) as of 11:00 A.M. (London time) on the Quotation Day for such Interest Period and (b) any Foreign Currency Loan denominated in Euros for any Interest Period, the interbank offered rate administered by the Banking Federation of the European Union (or any other Person that takes over the administration of such rate) for Euros for a period equal in length to such Interest Period as displayed on page EURIBOR01 of the Reuters screen (or, in the event such rate does not appear on such Reuters page, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the “EURIBOR Screen Rate”) as of 11:00 A.M. (London time) on the Quotation Day for such Interest Period; provided that if the applicable Screen Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement; provided, further that, if the

Screen Rate shall not be available at such time for such Interest Period (an “Impacted Interest Period”) with respect to the applicable Foreign Currency, then the Eurocurrency Base Rate shall be the Interpolated Rate at such time (provided that if the Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement).

“Eurocurrency Loans”: Loans the rate of interest applicable to which is based upon the Eurocurrency Rate.

“Eurocurrency Rate”: with respect to each day during each Interest Period pertaining to a Foreign Currency Loan, a rate per annum determined for such day in accordance with the following formula:

$$\frac{\text{Eurocurrency Base Rate}}{1.00 - \text{Eurocurrency Reserve Requirements}}$$

“Eurocurrency Reserve Requirements”: for any day as applied to a Eurodollar Loan or a Foreign Currency Loan, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including basic, supplemental, marginal and emergency reserves) under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto dealing with reserve requirements prescribed for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Board) maintained by a member bank of the Federal Reserve System.

“Eurodollar Base Rate”: with respect to any Eurodollar Loan for any Interest Period, the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for Dollars for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters Screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the “Applicable Screen Rate”) at approximately 11:00 A.M., London time, two Business Days prior to the commencement of such Interest Period; provided, that, if the Applicable Screen Rate shall not be available at such time for such Interest Period (a “Dollar Impacted Interest Period”) with respect to Dollars, then the Eurodollar Base Rate shall be the Dollar Interpolated Rate at such time; provided further, that if the Applicable Screen Rate shall be less than zero, such rate shall be deemed zero for purposes of this agreement. “Dollar Interpolated Rate” means, at any time, the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the Applicable Screen Rate for the longest period (for which that Applicable Screen Rate is available in Dollars) that is shorter than the Dollar Impacted Interest Period and (b) the Applicable Screen Rate for the shortest period (for which that Applicable Screen Rate is available for Dollars) that exceeds the Dollar Impacted Interest Period, in each case, at such time; provided, that if the Dollar Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Eurodollar Loans”: Loans the rate of interest applicable to which is based upon the Eurodollar Rate.

“Eurodollar Rate”: with respect to each day during each Interest Period pertaining to a Eurodollar Loan, a rate per annum determined for such day in accordance with the following formula:

$$\text{Eurodollar Base Rate}$$

“Eurodollar Tranche”: the collective reference to Eurodollar Loans under a particular Facility the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

“Event of Default”: any of the events specified in Section 8, provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

“Exchange Rate”: with respect to any non-Dollar currency on any date, (i) if such amount is an Initial Foreign Currency, the equivalent of such amount in Dollars determined by using the rate of exchange for the purchase of the Dollars with such Initial Foreign Currency in the London foreign exchange market at or about 11:00 A.M. (London time) on a particular day as displayed by ICE Data Services as the “ask price”, or as displayed on such other information service which publishes that rate of exchange from time to time in place of ICE Data Services (or if such service ceases to be available, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion) and (b) if such amount is denominated in any other currency, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion.

“Excluded Domestic Subsidiary”: any Domestic Subsidiary (i) that is a Disregarded Entity, (ii) that owns (directly or through a Disregarded Entity) 65% or more of the voting Capital Stock of a Foreign Subsidiary that is a Controlled Foreign Corporation, and (iii) that holds no material assets other than (x) Capital Stock of one or more Foreign Subsidiaries that are Controlled Foreign Corporations, (y) Capital Stock of one or more Disregarded Entities that hold no material assets other than Capital Stock of one or more Foreign Subsidiaries that are Controlled Foreign Corporations and (z) the assets permitted by Section 7.16.

“Excluded Domestic Subsidiary Interests”: 35% of the voting Capital Stock of any Excluded Domestic Subsidiary.

“Excluded Foreign Subsidiary Interests”: 35% of the voting Capital Stock of any Foreign Subsidiary that is a Material Subsidiary directly owned by a Loan Party and 100% of the Capital Stock of any other Foreign Subsidiary.

“Excluded Property”: (i) assets (including vehicles) that are subject to certificated title statutes, (ii) Excluded Real Property, (iii) assets as to which the Administrative Agent shall determine in its sole reasonable discretion that the cost of obtaining a security interest therein or perfection thereof are excessive in relation to the value of the security to be afforded thereby, (iv) assets as to which granting or perfecting such security interests would violate (a) applicable law or (b) contracts evidencing or giving rise to such assets (but only to the extent such contractual provisions are not rendered ineffective by applicable law or otherwise unenforceable), (v) any contract in which the grant of a security interest therein is prohibited thereby (but only to the extent such contractual provisions are not rendered ineffective by applicable law or otherwise unenforceable), (vi) the Capital Stock of Newco and all shares of Capital Stock of the Borrower owned by Newco, (vii) all Excluded Foreign Subsidiary Interests, (viii) all assets of any Foreign Subsidiary (including for this purpose, any Capital Stock of a Domestic Subsidiary owned by such Foreign Subsidiary) and all assets of any CFC Domestic Subsidiary and (ix) all Excluded Domestic Subsidiary Interests.

“Excluded Real Property”: (i) ownership interests in real property having a fair market value (together with improvements thereof) of less than \$5,000,000, and (ii) leasehold interests in real property.

“Excluded Taxes”: as defined in Section 2.19(a).

“Existing Credit Agreement”: as defined in the recitals hereto.

“Existing Letters of Credit”: those letters of credit described on Schedule 2 issued under the Existing Credit Agreement that are outstanding thereunder on the Restatement Date.

“Existing Revolving Commitments”: “Revolving Commitments” outstanding under the Existing Credit Agreement on the Restatement Date.

“Existing Revolving Lender”: a “Revolving Lender” under the Existing Credit Agreement on the Restatement Date.

“Existing Revolving Loans”: “Revolving Loans” outstanding under the Existing Credit Agreement on the Restatement Date.

“Existing Term Loans”: “Term Loans” outstanding under the Existing Credit Agreement on the Restatement Date.

“Facility”: each of (a) the Term Commitments and the Term Loans made thereunder (the “Term Facility”) and (b) the Revolving Commitments and the extensions of credit made thereunder (the “Revolving Facility”).

“FATCA”: Sections 1471 through 1474 of the Code, as of the Restatement Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any law, regulation, rule, promulgation, or official agreement implementing an official government agreement with respect to the foregoing.

“Federal Funds Effective Rate”: for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as ~~the NYFRB~~ shall be set forth on ~~its public~~ the Federal Reserve Bank of New York’s website from time to time, and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate; provided, that if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Fee Payment Date”: (a) the third Business Day following the last day of each March, June, September and December and (b) the last day of the Revolving Commitment Period.

“Federal Reserve Bank of New York’s Website” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“Federal Reserve Board”: the Board of Governors of the Federal Reserve System of the United States of America.

“First Adjustment Date”: see the definition of “Adjustment Date”.

“Flood Hazard Property”: any property located in an area designated by the Federal Emergency Management Agency as having special flood or mud slide hazards.

“Flood Insurance Laws”: collectively, (i) National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

“Foreign Currency”: Sterling and the Euro and any additional currencies determined after the Restatement Date by mutual agreement of the Borrower, the Revolving Lenders and the Administrative Agent; provided that each such currency is a lawful currency that is readily available, freely transferable and not restricted, able to be converted into Dollars and available in the London interbank deposit market.

“Foreign Currency Agent”: J.P. Morgan Europe Limited, as foreign currency agent with respect to the Foreign Currency Loans, together with any of its successors.

“Foreign Currency Loans”: Revolving Loans denominated in any Foreign Currency.

“Foreign Currency Sublimit”: \$100,000,000.

“Foreign Currency Tranche”: the collective reference to Foreign Currency Loans which (a) are denominated in the same Foreign Currency and (b) have current Interest Periods which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

“Foreign Holding Companies”: the New Dutch CV, the New Dutch BV and any Subsidiary of the New Dutch BV or New Dutch CV which holds no material assets other than (a) Capital Stock of one or more Foreign Subsidiaries or (b) Capital Stock of one or more Disregarded Entities that hold no material assets other than Capital Stock of one or more Foreign Subsidiaries.

“Foreign Subsidiary”: any Subsidiary of the Borrower that is not a Domestic Subsidiary.

“Funding Office”: the office of the Administrative Agent specified in Section 10.2 or such other office as may be specified from time to time by the Administrative Agent as its funding office by written notice to the Borrower and the Lenders.

“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 method of calculation of financial covenants, standards or terms in this Agreement, then the Borrower and the Administrative Agent agree to enter into negotiations in order 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, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. Without limiting the generality of the foregoing, any operating lease that is treated as a capital lease as a result of an Accounting Change shall be treated as an operating lease for all purposes under this Agreement until this Agreement has been

so amended. “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. The provisions of ASC 606 – Revenue From Contracts With Customers shall be deemed to be an Accounting Change occurring after the Restatement Date for purposes of this Agreement.

“Governmental Authority”: any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank), any securities exchange and any self-regulatory organization (including the National Association of Insurance Commissioners).

“Group Members”: the collective reference to the Borrower and its Subsidiaries.

“Guarantee and Collateral Agreement”: the Guarantee and Collateral Agreement, dated as of June 28, 2013, by the Borrower, the Co-Borrower and each Subsidiary Guarantor in favor of the Administrative Agent, as amended, supplemented, restated or otherwise modified from time to time.

“Guarantee Obligation”: as to any Person (the “guaranteeing person”), any obligation, including a reimbursement 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 (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, however, 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.

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

“IBA” has the meaning assigned to such term in Section 1.04.

“Increased Amount Date”: as defined in Section 2.24(a).

“Incremental Amount”: at any time, the excess, if any, of (a) \$600,000,000 over (b) the aggregate amount of all Incremental Term Loans made plus all Incremental Revolving Commitments established, in each case after the Restatement Date but prior to such time pursuant to Section 2.24(a).

“Incremental Assumption Agreement”: an Incremental Assumption Agreement in form and substance reasonably satisfactory to the Administrative Agent, among the Borrower, the Co-Borrower, the Administrative Agent and one or more Incremental Term Lenders and/or Incremental Revolving Lenders.

“Incremental Facility”: any facility established by the Lenders pursuant to Section 2.24.

“Incremental Facility Activation Notice”: a notice substantially in the form of Exhibit I.

“Incremental Revolving Commitment”: the Revolving Commitment of any Lender, established pursuant to Section 2.24, to make Incremental Revolving Loans to the Borrower and the Co-Borrower.

“Incremental Revolving Lender”: each Lender which holds an Incremental Revolving Commitment or an outstanding Incremental Revolving Loan.

“Incremental Revolving Loans”: the Revolving Loans made by one or more Lenders to the Borrower and/or the Co-Borrower pursuant to Section 2.24 and/or any Incremental Assumption Agreement.

“Incremental Term Lender”: each Lender which holds an Incremental Term Loan.

“Incremental Term Loans”: the Term Loans made by one or more Lenders to the Borrower and/or the Co-Borrower pursuant to Section 2.24 and/or any Incremental Assumption Agreement.

“Indebtedness”: of any Person, without duplication, (a) all payment obligations of such Person for borrowed money, (b) all payment obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all payment obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all payment obligations of such Person in respect of the deferred purchase price of property or services (excluding accounts payable not overdue more than 90 days and accounts payable overdue by more than 90 days that are being disputed in good faith and for which adequate reserves in accordance with GAAP have been established on the books of such Person, in each case incurred in the ordinary course of business), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed; provided, that if such Person has not assumed or otherwise become liable in respect of such Indebtedness, such obligations shall be deemed to be in an amount equal to the lesser of (i) the amount of such Indebtedness and (ii) fair market value of such property at the time of determination (in the Borrower’s good faith estimate), (f) all Guarantee Obligations by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all payment obligations, contingent or otherwise, of such Person as an account party or an applicant under or in respect of letters of credit and letters of guaranty, (i) all payment obligations, contingent or otherwise, of such Person, as an account party or applicant under or in respect of bankers’ acceptances and (j) for the purposes of Section 8(e) only, all obligations of such Person in respect of Swap Agreements. 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 provide that such Person is not liable therefor. Notwithstanding anything to the contrary set forth herein, (a) in no event shall payment or any other debt obligations as classified under GAAP of the Borrower pursuant to the ACS Agreement, as in effect on February 19, 2013, constitute Indebtedness of the Borrower under this Agreement, (b) in no event shall any Permitted Equity Derivative Instruments or obligations thereunder constitute Indebtedness under this Agreement and (c) purchase price adjustments, earn-outs or similar obligations shall not constitute Indebtedness unless required to be reflected as a liability on a balance sheet (other than the footnotes thereto) in accordance with GAAP and not paid within (30) days after the date when due.

"Initial Foreign Currencies": Sterling and the Euro.

"Insolvency": with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of Section 4245 of ERISA.

"Insolvent": pertaining to a condition of Insolvency.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including copyrights, copyright licenses, inventions, designs, patents, patent licenses, trademarks, tradenames, domain names and other source indicators, trademark licenses, technology, trade secrets, know-how and processes, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Interest Coverage Ratio": as of the last day of any fiscal quarter of the Borrower, the ratio of (a) EBITDA for the four fiscal quarters ending on such date to (b) Interest Expense paid in cash for such four fiscal quarter period, determined in each case on a consolidated basis for the Borrower and its Subsidiaries.

"Interest Expense": for any period, interest expense of the Borrower and its Subsidiaries, on a consolidated basis, during such period, determined in accordance with GAAP, provided that, if the Borrower or any of its Subsidiaries acquires Capital Stock or assets of any Person in a transaction constituting a Permitted Acquisition during such period, Interest Expense shall be adjusted to give pro forma effect to such acquisition assuming that such transaction had occurred on the first day of such period; provided, further, that "Interest Expense" shall be calculated after giving effect to Swap Agreements (including associated costs), but excluding unrealized gains and losses with respect to Swap Agreements.

"Interest Payment Date": (a) as to any ABR Loan (other than any Swingline Loan), the last day of each March, June, September and December to occur while such Loan is outstanding and the final maturity date of such Loan, (b) as to any Eurodollar Loan or Foreign Currency Loan having an Interest Period of three months or less, the last day of such Interest Period, (c) as to any Eurodollar Loan or Foreign Currency Loan having an Interest Period longer than three months, each day that is three months, or a whole multiple thereof, after the first day of such Interest Period and the last day of such Interest Period, (d) as to any Loan (other than any Revolving Loan that is an ABR Loan and any Swingline Loan), the date of any repayment or prepayment made in respect thereof and (e) as to any Swingline Loan, the day that such Loan is required to be repaid.

"Interest Period": as to any Eurodollar Loan or Foreign Currency Loan, (a) initially, the period commencing on the borrowing date (or, with respect to Eurodollar Loans, the conversion date, as the case may be) with respect to such Eurodollar Loan or Foreign Currency Loan and ending one, two,

three or six months (or, with respect to Revolving Loans denominated in Dollars, if available to or otherwise agreed by all Lenders under the Revolving Facility, seven days) thereafter, as selected by the Borrower or the Co-Borrower, as applicable, in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and (b) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurodollar Loan or Foreign Currency Loan and ending one, two, three or six months (or, with respect to Revolving Loans denominated in Dollars, if agreed to by all Lenders under the Revolving Facility, seven days) thereafter, as selected by the Borrower or the Co-Borrower, as applicable, by irrevocable notice to the Administrative Agent not later than 11:00 A.M., Local Time, on the date that is three Business Days prior to the last day of the then current Interest Period with respect thereto; provided that, all of 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;
- (ii) the Borrower or the Co-Borrower, as applicable, may not select an Interest Period under a particular Facility that would extend beyond the Revolving Termination Date or beyond the date final payment is due on the Term Loans; and
- (iii) 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.

“Interpolated Rate”: at any time, the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the Screen Rate for the longest period (for which that Screen Rate is available in the applicable Foreign Currency) that is shorter than the Impacted Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available for the applicable Foreign Currency) that exceeds the Impacted Interest Period, in each case, at such time.

“Investments”: as defined in Section 7.8.

“Issuing Lender”: each of JPMorgan Chase Bank, N.A., Fifth Third Bank, National Association, KeyBank National Association, SunTrust Bank and Wells Fargo Bank, National Association and any other Revolving Lender approved by the Administrative Agent and the Borrower that has agreed in its sole discretion to act as an “Issuing Lender” hereunder, or any of their respective affiliates, in each case in its capacity as issuer of any Letter of Credit. Each reference herein to “the Issuing Lender” shall be deemed to be a reference to the relevant Issuing Lender.

“Joint Ventures”: as to the Borrower or any Subsidiary, any other Person a majority of the Capital Stock of which is owned by the Borrower and its Subsidiaries and which is consolidated in the Borrower’s consolidated financial statements in accordance with GAAP, but which is not a Subsidiary of the Borrower; provided that the Net Smart Joint Venture shall be a Joint Venture hereunder so long as it is consolidated in the Borrower’s consolidated financial statements in accordance with GAAP.

“Judgment Currency”: as defined in Section 10.17(a).

“Judgment Currency Conversion Date”: as defined in Section 10.17(a).

“L/C Commitment”: \$50,000,000.

“L/C Obligations”: at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit (including the aggregate Dollar Equivalent of the undrawn and unexpired amount of the then outstanding Letters of Credit denominated in Acceptable Currencies) and (b) the aggregate amount of drawings under Letters of Credit (including the Dollar Equivalent of the aggregate amount of drawings under Letters of Credit denominated in Acceptable Currencies) that have not then been reimbursed pursuant to Section 3.5.

“L/C Participants”: the collective reference to all the Revolving Lenders other than the Issuing Lender.

“Lead Arrangers”: JPMorgan Chase Bank, N.A., Fifth Third Bank, [National Association](#), Keybank Capital Markets, SunTrust Robinson Humphrey, Inc. and Wells Fargo Securities, LLC, as the arrangers of the Commitments under this Agreement.

“Lenders”: as defined in the preamble hereto; provided, that unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Conduit Lender.

“Letters of Credit”: as defined in Section 3.1(a).

“Lien”: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement 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).

“Limited Conditionality Acquisition”: as defined in Section 2.24(c).

“Loan”: any loan made by any Lender pursuant to this Agreement.

“Loan Documents”: this Agreement, the Replacement Facility Amendment, the Security Documents, the Notes, any Incremental Assumption Agreement, and any amendment, waiver, supplement or other modification to any of the foregoing.

“Loan Parties”: the Borrower, the Co-Borrower and each Subsidiary Guarantor.

“Local Time”: (a) with respect to Foreign Currency Loans, local time in London and (b) with respect to Eurodollar Loans, local time in New York City.

“Majority Facility Lenders”: with respect to any Facility, the holders of more than 50% of the aggregate unpaid principal amount of the Term Loans or the Total Revolving Extensions of Credit, as the case may be, outstanding under such Facility (or, in the case of the Revolving Facility, prior to any termination of the Revolving Commitments, the holders of more than 50% of the Total Revolving Commitments).

“Material Adverse Effect”: a material adverse effect on (a) the business, financial condition or results of operations of the Borrower and its Subsidiaries taken as a whole or (b) a material impairment in the ability of the Loan Parties, taken as a whole, to perform their obligations under this Agreement or any of the other Loan Documents or the rights or remedies of the Administrative Agent or the Lenders hereunder or thereunder.

“Material Subsidiary”: at any time of determination, any Subsidiary of the Borrower that has total annual revenues of more than \$10,000,000 or total assets of more than \$15,000,000 for the four fiscal quarters most recently ended (it being understood that the determination of total annual revenues and total assets shall exclude intercompany payables and receivables).

“Mortgaged Property”: each parcel of real property owned by the Borrower or any Subsidiary that is covered by a Mortgage.

“Mortgages”: each of the mortgages and deeds of trust made by any Loan Party in favor of, or for the benefit of, the Administrative Agent for the benefit of the Secured Parties, in form and substance reasonably satisfactory to the Administrative Agent.

“Multiemployer Plan”: a Plan that is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“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, 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 fees and expenses actually incurred in connection therewith and net of any transfer or similar taxes and other Taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements, in each case, to the extent the credit or deduction or payment under such an arrangement, as applicable, is reasonably expected to reduce such tax amounts as determined by treating the income from such Asset Sale or Recovery Event as if it were the last item of income available to offset such credit or deduction or payment) and amounts provided as a reserve, in accordance with GAAP against any liabilities under any indemnification obligations and any purchase price adjustments associated with any Asset Sale and (b) in connection with any incurrence of Indebtedness, the cash proceeds received from such incurrence, net of attorneys’ fees, investment banking fees, accountants’ fees, underwriting discounts and commissions and other customary fees and expenses actually incurred in connection therewith.

“Net Smart Joint Venture”: the Joint Venture described in Borrower’s Form 8-K dated April 19, 2016, and filed April 25, 2016.

“Net Smart Sub”: Andrews Henderson LLC, a Delaware limited liability company.

“New Dutch BV”: Allscripts B.V., a *besloten vennootschap* organized under the laws of the Netherlands.

“New Dutch CV”: Allscripts C.V., a *commanditaire vennootschap* organized under the laws of the Netherlands.

“New US LLC”: Allscripts IHC, LLC, a Delaware limited liability company.

“Newco”: Coniston Exchange LLC, a Delaware limited liability company.

“Non-Excluded Taxes”: as defined in Section 2.19(a).

“Non-U.S. Lender”: as defined in Section 2.19(e).

“Notes”: the collective reference to any promissory note evidencing Loans.

“NYFRB”: the Federal Reserve Bank of New York.

“NYFRB Rate”: for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 A.M. (New York City time) on such day received to the Administrative Agent from a Federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Obligations”: the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower or the Co-Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Borrower and the Co-Borrower to the Administrative Agent or to any Lender (or, in the case of Specified Swap Agreements and Specified Cash Management Agreements, any affiliate of any 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, the Letters of Credit, any Specified Swap Agreement, any Specified Cash Management Agreement or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by the Borrower or the Co-Borrower pursuant hereto) or otherwise.

“Other Taxes”: any and all present or future stamp or documentary Taxes, recording and filing fees or any other excise or property Taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Overnight Bank Funding Rate”: for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on ~~its public~~ [the Federal Reserve Bank of New York's](#) ~~w~~[Website](#) from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

“Overnight Eurocurrency Rate”: with respect to any Loans or overdue amount in respect thereof, the rate of interest per annum at which overnight deposits in the applicable currency, in an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by a branch or Affiliate of JPMorgan Chase Bank, N.A. in the applicable offshore interbank market for such currency to major banks in such interbank market.

“Parent”: with respect to any Lender, any Person as to which such Lender is, directly or indirectly, a subsidiary.

“Participant”: as defined in Section 10.6(c).

“Participant Register”: as defined in Section 10.6(c).

“Patriot Act”: as defined in Section 10.19.

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

“Permitted Acquisition”: (i) the acquisition by the Borrower of Practice Fusion, Inc. and (ii) any acquisition by the Borrower or any Subsidiary of the Borrower of all or a majority of the Capital Stock in, all or substantially all of the assets of, or all or substantially all of the assets constituting a business unit, division, product line or line of business of a Person if (a) no Default or Event of Default shall have occurred and be continuing or result from such acquisition, (b) such acquisition is of a Person in a business reasonably related to the Borrower’s existing business (or of assets used in a reasonably-related business), (c) such acquisition is not a tender offer or similar solicitation which has not been approved (prior to such acquisition) by the board of directors (or any other applicable governing body) of such Person, (d) such acquisition is completed in accordance with applicable laws, (e) the terms of Section 6.10 are satisfied promptly following the closing of such acquisition or within such time period thereafter as the Administrative Agent may reasonably require, (f) the Borrower is in compliance on a pro forma basis with Section 7.1, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available on or prior to the date of such acquisition (or, at the Borrower’s election with respect to any Limited Conditionality Acquisition, on or prior to the date of execution of the applicable acquisition documents) as if such acquisition has occurred on the first day of such period for purposes of calculating EBITDA and using Indebtedness as of the date of, and after giving effect to, such acquisition (or, if applicable, Indebtedness as of the date of execution of the applicable acquisition documents after giving effect to such acquisition and any Indebtedness incurred in connection therewith), (g) after giving effect to such acquisition, the aggregate purchase price (which shall be deemed to include the principal amount of Indebtedness that is assumed in connection with the acquisition and the Borrower’s good faith estimate (as of the date of consummation of such acquisition or as of the date of execution of the applicable acquisition documentation, as the case may be) of the aggregate amount that will be payable by the Borrower and its Subsidiaries pursuant to any post-closing payment adjustments or earn-outs with respect to such acquisition) in respect of all Permitted Acquisitions of Persons that are not required to become Loan Parties pursuant to Section 6.10 and assets that are acquired by Persons that are not Loan Parties does not exceed the greater of (i) \$200,000,000 and (ii) 15% of Consolidated Tangible Assets as of the date of such acquisition (or, at the Borrower’s election with respect to a Limited Conditionality Acquisition, as of the date of execution of the applicable acquisition documents); provided that (A) the limitation under this clause (g) shall cease to apply if after giving effect to such acquisition, the Senior Secured Leverage Ratio, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available on or prior to the date of such acquisition (or, at the Borrower’s election with respect to a Limited Conditionality Acquisition, on or prior to the date of execution of the applicable acquisition documents) as if such acquisition has occurred on the first day of such period for purposes of calculating EBITDA and using Indebtedness as of the date of, and after giving effect to, such acquisition (or, if applicable, Indebtedness as of the date of execution of the applicable acquisition documents after giving effect to such acquisition and any Indebtedness incurred in connection therewith), is less than 3.00 to 1.0 and (B) in the event a Permitted Acquisition involves the purchase of Persons who are required, and Persons who are not required, to become Loan Parties or assets purchased by Persons who are, and Persons who are not, Loan Parties, the aggregate purchase price shall be allocated between such acquired Persons or assets as the case may be as reasonably determined by a Responsible Officer of the Borrower, and only the amount allocated to the acquired Persons not required to become Loan Parties or assets acquired by Persons who

are not Loan Parties shall be applied against the foregoing limits; and (h) the Borrower has delivered to the Administrative Agent a certificate of a Responsible Officer to the effect set forth in clauses (a) through (g) above, together with all relevant financial information for the Person or assets to be acquired.

“Permitted Convertible Securities Refinancing Indebtedness”: in respect of any Convertible Securities (or, in the case of any extension, renewal or refinancing of any Permitted Convertible Securities Refinancing Indebtedness, such Permitted Convertible Securities Refinancing Indebtedness) (the **“Original Indebtedness”**), any Convertible Securities or unsecured Indebtedness that extends, renews or refinances such Original Indebtedness; provided that (a) the principal amount (or accreted value, if applicable) of such Permitted Convertible Securities Refinancing Indebtedness shall not exceed the principal amount (or accreted value, if applicable) of such Original Indebtedness except by an amount no greater than accrued and unpaid interest with respect to such Original Indebtedness and any reasonable fees, premium and expenses relating to such extension, renewal or refinancing and any fees, costs and expenses of the exercise, unwind or termination of any related Permitted Equity Derivative Instrument; (b) the stated final maturity of such Permitted Convertible Securities Refinancing Indebtedness shall not be earlier than that of such Original Indebtedness, and such stated final maturity shall not be subject to any conditions that could result in such stated final maturity occurring on a date that precedes the stated final maturity of such Original Indebtedness; (c) such Permitted Convertible Securities Refinancing Indebtedness shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, upon the occurrence of an event of default or a change in control, fundamental change, or upon conversion or exchange in the case of convertible or exchangeable Indebtedness or as and to the extent such repayment, prepayment, redemption, repurchase or defeasance would have been required pursuant to the terms of such Original Indebtedness) prior to the earlier of (i) the maturity of such Original Indebtedness and (ii) the date that is 91 days after the latest maturity date in respect of the Facilities (including any Incremental Facility) in effect on the date of such extension, renewal or refinancing; (d) such Permitted Convertible Securities Refinancing Indebtedness has negative covenants and events of default that are no more restrictive, taken as a whole, than the negative covenants and events of default set forth in the Loan Documents as of the date of incurrence of such Indebtedness; (e) such Permitted Convertible Securities Refinancing Indebtedness shall not constitute an obligation (including pursuant to a guarantee) of any Group Member other than a Loan Party; and (f) any such Permitted Convertible Securities Refinancing Indebtedness shall be unsecured.

“Permitted Equity Derivative Instruments”: any call options or forward purchase contracts (or similar instruments) relating to the Capital Stock of the Borrower or any Subsidiary of the Borrower (or the cash value thereof), any share loan agreements or similar arrangements (for the lending of Capital Stock by the Borrower or any Subsidiary of the Borrower to any underwriter or third party) and any warrants to purchase or otherwise acquire any Capital Stock of the Borrower or any Subsidiary of the Borrower (or the cash value thereof), in each case purchased, entered into or issued contemporaneously or otherwise in connection with the issuance of Convertible Securities and any instrument entered into in connection with any “unwind” of any of the foregoing; provided that, with respect to any such issuance of Convertible Securities, the aggregate cash consideration paid by the Borrower and its Subsidiaries for Permitted Equity Derivative Instruments acquired, entered into or issued in connection therewith (net of any proceeds received by the Borrower and its Subsidiaries for the sale or issuance of any Permitted Equity Derivative Instruments entered into or issued in connection therewith) shall not exceed \$40,000,000.

“Person”: an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Plan”: any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Group Member or any of their ERISA Affiliates, is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Practice Fusion Settlement”: the settlement of those matters disclosed in the Borrower’s Form 10-Q for the fiscal quarter ended March 31, 2019 in Note 13 (Contingencies) related to Practice Fusion, Inc.

“Prepayment”: as defined in Section 7.9. “Prepay” has a meaning correlative thereto.

“Prime Rate”: the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. as its prime rate in effect at its principal office in New York City (the Prime Rate not being intended to be the lowest rate of interest charged by JPMorgan Chase Bank, N.A. in connection with extensions of credit to debtors).

“Projections”: as defined in Section 6.2(c).

“Properties”: the facilities and properties owned, leased or operated by any Group Member.

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

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

“QFC Credit Support”: has the meaning assigned to it in Section 10.25.

“Quotation Day”: with respect to (i) Sterling, the first day of such Interest Period, (ii) with respect to Euro, two TARGET Days before the first day of such Interest Period and (iii) for any other Foreign Currency, two Business Days prior to the commencement of such Interest Period (unless the rate fixing day in accordance with market practice in the applicable interbank market is otherwise, as determined by the Administrative Agent).

“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 any Group Member.

“Refunded Swingline Loans”: as defined in Section 2.7.

“Refusing Lender”: as defined in Section 10.15(a).

“Register”: as defined in Section 10.6(b).

“Regulation U”: Regulation U of the Board as in effect from time to time.

“Reimbursement Obligation”: the obligation of the Borrower or the Co-Borrower, as applicable, to reimburse the Issuing Lender pursuant to Section 3.5 for amounts drawn under Letters of Credit.

“Reinvestment Deferred Amount”: with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by any Group Member in connection therewith that are not applied to prepay the Term Loans pursuant to Section 2.11(c) as a result of the delivery of a Reinvestment Notice.

“Reinvestment Event”: any Asset Sale or Recovery Event in respect of which the Borrower has delivered a Reinvestment Notice.

“Reinvestment Notice”: a written notice executed by a Responsible Officer stating that no Event of Default has occurred and is continuing and that the Borrower (directly or indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale or Recovery Event to acquire or repair productive assets of the kind then used or usable by the Borrower or any of its Subsidiaries.

“Reinvestment Prepayment Amount”: with respect to any Reinvestment Event, the Reinvestment Deferred Amount relating thereto less any amount expended prior to the relevant Reinvestment Prepayment Date to acquire or repair productive assets of the kind then used or usable by the Borrower or any of its Subsidiaries.

“Reinvestment Prepayment Date”: with respect to any Reinvestment Event, the earlier of (a) the date occurring twelve months after such Reinvestment Event (or, if a binding contract to use the Net Cash Proceeds has been entered into within 12 months after such Reinvestment Event, the date occurring 18 months after such Reinvestment Event) and (b) the date on which the Borrower shall have determined not to, or shall have otherwise ceased to, acquire or repair productive assets of the kind then used or usable by the Borrower or any of its Subsidiaries with all or any portion of the relevant Reinvestment Deferred Amount.

“Relevant Governmental Body”: the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.

“Replacement Facility Amendment”: that certain Replacement Facility Amendment, dated as of February 15, 2018, among the Borrower, the Co-Borrower, the Lenders party thereto, the Administrative Agent and the other parties party thereto.

“Required Lenders”: at any time, the holders of more than 50% of the sum of (i) the aggregate unpaid principal amount of the Term Loans then outstanding and (ii) the Total Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Total Revolving Extensions of Credit then outstanding.

“Requirement of Law”: as to any Person, the Certificate of Incorporation and By-Laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Reset Date”: as defined in Section 2.25(a).

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

“Responsible Officer”: the chairman, chief executive officer, president or chief financial officer of the Borrower.

“Restatement Date”: the date on which the conditions precedent set forth in Section 5.1 have been satisfied, which date is February 15, 2018.

“Restricted Payments”: as defined in Section 7.6.

“Revolving Commitment”: on and after the Restatement Date, as to any Lender, the obligation of such Lender, if any, to make Revolving Loans and participate in Swingline Loans and Letters of Credit in an aggregate principal and/or face amount not to exceed the amount set forth under the heading “Revolving Commitment” opposite such Lender’s name on Schedule 1.1(A) or in the Assignment and Assumption pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof. As of the Restatement Date, the amount of the Total Revolving Commitments is \$900,000,000.

“Revolving Commitment Period”: the period from and including the Restatement Date to the Revolving Termination Date.

“Revolving Extensions of Credit”: as to any Revolving Lender at any time, an amount equal to the sum of (a) the aggregate principal amount of all Revolving Loans (other than Foreign Currency Loans) held by such Lender then outstanding, (b) such Lender’s Revolving Percentage of the L/C Obligations then outstanding, (c) such Lender’s Revolving Percentage of the aggregate principal amount of Swingline Loans then outstanding and (d) such Lender’s Revolving Percentage of the Dollar Equivalent of the aggregate principal amount of Foreign Currency Loans then outstanding.

“Revolving Facility”: see the definition of “Facility”.

“Revolving Lender”: each Lender that has a Revolving Commitment or that holds Revolving Loans.

“Revolving Loans”: as defined in Section 2.4(a).

“Revolving Percentage”: as to any Revolving Lender at any time, the percentage which such Lender’s Revolving Commitment then constitutes of the Total Revolving Commitments or, at any time after the Revolving Commitments shall have expired or terminated, the percentage which the aggregate principal amount of such Lender’s Revolving Loans then outstanding constitutes of the aggregate principal amount of the Revolving Loans then outstanding, provided, that, in the event that the Revolving Loans are paid in full prior to the reduction to zero of the Total Revolving Extensions of Credit, the Revolving Percentages shall be determined in a manner designed to ensure that the other outstanding Revolving Extensions of Credit shall be held by the Revolving Lenders on a comparable basis. Notwithstanding the foregoing, when a Defaulting Lender shall exist, (i) in the case of Section 2.23, Revolving Percentages shall be determined without regard to any Defaulting Lender’s Revolving Commitment and (ii) in the case of the defined term “Revolving Extensions of Credit” (other than as used in Section 2.23(c)) and Sections 2.4(a), 2.4(b) and 2.6(a), Revolving Percentages shall be adjusted to give effect to any reallocation effected pursuant to Section 2.23(c).

“Revolving Termination Date”: February 15, 2023.

“Sanctioned Country”: at any time, a country, region or territory which is itself the subject or target of any Sanctions (as of the Restatement Date, Crimea, Cuba, Iran, North Korea and Syria).

“Sanctioned Person”: at any time, (a) any Person listed in any sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury or the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

“Sanctions”: all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government (including those administered by the Office of Foreign Assets Control of the U.S. Department of Treasury or the U.S. Department of State), the European Union or its member states, Her Majesty’s Treasury, or the United Nations.

“Screen Rate”: the LIBOR Screen Rate or EURIBOR Screen Rate (each as defined in the definition of “Eurocurrency Base Rate”), as applicable.

“SEC”: the Securities and Exchange Commission, any successor thereto and any analogous Governmental Authority.

“Second Amendment”: the Second Amendment to the Existing Credit Agreement, dated as of December 22, 2016, among the Borrower, the Co-Borrower, the Lenders party thereto and the Administrative Agent.

“Secured Parties”: as defined in the Guarantee and Collateral Agreement.

“Security Documents”: the collective reference to the Guarantee and Collateral Agreement, the Mortgages (if any) and all other security documents hereafter delivered to the Administrative Agent granting a Lien on any property of any Person to secure the obligations and liabilities of any Loan Party under any Loan Document.

“Senior Secured Indebtedness”: Indebtedness (other than any Subordinated Indebtedness) that is secured by a Lien on any asset of the Borrower or any of its Subsidiaries.

“Senior Secured Leverage Ratio”: as of any day, the ratio of (a) Senior Secured Indebtedness as of such date minus the Cash Netting Amount as of such date to (b) EBITDA for the four fiscal quarters most recently ended, determined in each case on a consolidated basis for the Borrower and its Subsidiaries.

“SOFR” with respect to any day means the secured overnight financing rate published for such day by the NYFRB, as the administrator of the benchmark (or a successor administrator), on the Federal Reserve Bank of New York’s Website.

“SOFR-Based Rate”: SOFR, Compounded SOFR or Term SOFR.

“Specified Cash Management Agreement”: any agreement providing for treasury, depositary, purchasing card, credit card or cash management services, including in connection with any automated clearing house transfers of funds or any similar transactions between the Borrower, the Co-

Borrower or any Subsidiary Guarantor and (i) any Person that was a Lender or affiliate thereof at the time such cash management agreement was entered into or (ii) any Person that was a Lender as of the Restatement Date or affiliate thereof as of the Restatement Date, in each case with respect to this clause (ii) with respect to any such agreements outstanding on the Restatement Date.

“Specified Change in Control”: a “change in control” or “fundamental change” (or any other defined term having a similar purpose), as defined in any indenture or other instrument governing any Convertible Securities.

“Specified Swap Agreement”: any Swap Agreement in respect of interest rates, currency exchange rates or commodity prices entered into by the Borrower, the Co-Borrower or any Subsidiary Guarantor and (i) any Person that is a Lender or an affiliate of a Lender at the time such Swap Agreement is entered into or (ii) any Person that was a Lender as of the Restatement Date or affiliate thereof as of the Restatement Date, in each case with respect to this clause (ii) with respect to any such agreements outstanding on the Restatement Date.

“Sterling”: the lawful currency of the United Kingdom.

“Subordinated Indebtedness”: any Indebtedness that is expressly subordinated in right of payment to the Obligations.

“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. Notwithstanding the foregoing, the Borrower may elect, by written notice to the Administrative Agent, to designate a Joint Venture as a “Subsidiary”, and thereafter such Joint Venture shall be treated as a Subsidiary solely for purposes of the following Sections of this Agreement and calculating the following financial ratios:

(a) Section 6.1 and clause (ii)(x) of Section 6.2(b);

(b) Section 7.1 (including for determining pro forma compliance with Section 7.1 for purposes of clause (f) of the definition of Permitted Acquisition, clause (iii) of Section 2.24(c), clause (i)(x) of Section 7.2(f), clause (i) of the proviso to Section 7.6(e) and clause (y) of Section 7.9(a)(ii);

(c) clause (i) of the proviso in Section 7.5(l) (for purposes of calculating revenues associated with Dispositions); and

(d) the Total Leverage Ratio, Senior Secured Leverage Ratio and Interest Coverage Ratio (including for determining compliance or pro forma compliance with the applicable ratio referred to in the definition of Applicable Pricing Grid, the definition of Permitted Acquisition, clause (c) of Section 2.11, clause (i) of Section 7.6(d) and clause (x) of Section 7.9(a)(i)),

it being understood that (x) only the portion of the EBITDA and Indebtedness of any such Joint Venture that is attributable to the ownership interest of the Borrower and its Subsidiaries in such Joint Venture shall be included in the financial definitions and ratios in this Agreement and (y) in no event will the

percentage of EBITDA of the Borrower and its Subsidiaries attributable to all Joint Ventures exceed, in the aggregate, 20% of EBITDA.

Any Joint Venture that the Borrower has elected to designate as a Subsidiary pursuant to the immediately preceding paragraph shall be treated as a Subsidiary in accordance with the immediately preceding paragraph for so long as such entity is a Joint Venture. Notwithstanding the foregoing, the Net Smart Joint Venture shall in no event be a Subsidiary (except, at the election of the Borrower, pursuant to and for the purposes set forth in the third sentence of this definition).

“Subsidiary Guarantor”: each Material Subsidiary of the Borrower other than (a) any Foreign Subsidiary or CFC Domestic Subsidiary, (b) Newco and (c) the Co-Borrower.

“Supported QFC”: has the meaning assigned to it in Section 10.25.

“Swap Agreement”: any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or any of its Subsidiaries shall be a “Swap Agreement”.

“Swingline Commitment”: the obligation of the Swingline Lender to make Swingline Loans pursuant to Section 2.6 in an aggregate principal amount at any one time outstanding not to exceed \$10,000,000.

“Swingline Exposure”: at any time, the sum of the aggregate amount of all outstanding Swingline Loans at such time. The Swingline Exposure of any Revolving Lender at any time shall be the sum of (a) its Revolving Percentage of the total Swingline Exposure at such time related to Swingline Loans other than any Swingline Loans made by such Lender in its capacity as a Swingline Lender and (b) if such Lender shall be a Swingline Lender, the principal amount of all Swingline Loans made by such Lender outstanding at such time (to the extent that the other Revolving Lenders shall not have funded their participations in such Swingline Loans); provided that in the case of Sections 2.4(a), 2.4(b) and 2.6(a) when a Defaulting Lender shall exist, the Swingline Exposure of any Revolving Lender shall be adjusted to give effect to any reallocation effected pursuant to Section 2.23.

“Swingline Lender”: JPMorgan Chase Bank, N.A., in its capacity as the lender of Swingline Loans.

“Swingline Loans”: as defined in Section 2.6.

“Swingline Participation Amount”: as defined in Section 2.7.

“Syndication Agents”: as defined in the preamble hereto.

“TARGET Day”: any day on which (i) TARGET2 is open for settlement of payments in Euro and (ii) banks are open for dealings in deposits in Euro in the London interbank market.

“TARGET2”: the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on November 19, 2007.

“Taxes”: any and all income, stamp or other taxes, duties, levies, imposts, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, and all interest, penalties or similar liabilities with respect thereto.

“Term Commitment”: as to any Lender, the obligation of such Lender, if any, to make a Term Loan to the Borrower on the Restatement Date in accordance with the Replacement Facility Amendment in a principal amount not to exceed the amount set forth under the heading “Term Commitment” opposite such Lender’s name on Schedule 1.1(A). The amount of each Lender’s Term Commitment on the Restatement Date is its “New Term Loan Commitment” as defined in the Replacement Facility Amendment. As of the Restatement Date, the aggregate amount of the Term Commitments is \$400,000,000.

“Term Facility”: see the definition of “Facility”.

“Term Lender”: each Lender that has a Term Commitment or that holds a Term Loan.

“Term Loan”: as defined in Section 2.1.

“Term Loan Maturity Date”: February 15, 2023.

“Term Percentage”: as to any Term Lender at any time, the percentage which such Lender’s Term Loans then outstanding constitutes of the aggregate principal amount of the Term Loans then outstanding.

“Term SOFR” means the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“Total Leverage Holiday Acquisition”: a Permitted Acquisition financed in whole or in part with Indebtedness and for which (i) the consideration in respect of such acquisition is \$100,000,000 or more and (ii) the Borrower delivers to the Administrative Agent an officers’ certificate no later than the Election Date in respect of the fiscal quarter in which such Permitted Acquisition was consummated designating such Permitted Acquisition as a “Total Leverage Holiday Acquisition”; provided that in no event shall there be more than two Total Leverage Holiday Acquisitions commencing after the Restatement Date.

“Total Leverage Holiday Period”: the period of four consecutive fiscal quarters commencing on the first day of the fiscal quarter in which the consummation of a Total Leverage Holiday Acquisition occurs (such first day, the “Relevant Day”); provided that (a) the Total Leverage Holiday Period that had commenced under the Existing Credit Agreement prior to the Restatement Date shall not be deemed to be a Total Leverage Holiday Period for purposes of this Agreement and (b) in no event shall a Total Leverage Holiday Period commence if a Total Leverage Holiday Period was in effect during any portion of the four consecutive fiscal quarter period ended immediately prior to the Relevant Day.

“Total Leverage Ratio”: as of any day, the ratio of (a) Indebtedness as of such date minus the Cash Netting Amount as of such date to (b) EBITDA for the four fiscal quarters most recently ended, determined in each case on a consolidated basis for the Borrower and its Subsidiaries.

“Total Revolving Commitments”: at any time, the aggregate amount of the Revolving Commitments then in effect.

“Total Revolving Extensions of Credit”: at any time, the aggregate amount of the Revolving Extensions of Credit of the Revolving Lenders outstanding at such time.

“Transactions”: (a) the execution, delivery and performance by each Loan Party of the Loan Documents to which it is to be a party, the borrowing of Loans, the joinder of any party to the provisions hereof, the use of the proceeds thereof and the issuance of Letters of Credit hereunder and (b) the execution, delivery and performance by each Loan Party of each other document and instrument required to satisfy the conditions precedent to the Restatement Date.

“Transferee”: any Assignee or Participant.

“Type”: as to any Loan, its nature as an ABR Loan or a Eurodollar Loan.

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

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

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment; provided that, if the Unadjusted Benchmark Replacement as so determined would be less than zero, the Unadjusted Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

“United States”: the United States of America.

“Unrestricted Cash”: cash and Cash Equivalents that (i) are not subject to Liens (other than Liens securing the Obligations and customary depository institution or securities intermediary Liens permitted by this Agreement) and (ii) do not appear as “restricted” on the most recent financial statements delivered pursuant to Section 6.1; provided that, with respect to any cash or Cash Equivalents that become subject to an involuntary Lien permitted by this Agreement (other than those referred to in the parenthesis in clause (i) above), such Lien shall only cause such cash or Cash Equivalents to cease to be Unrestricted Cash to the extent of the obligations secured by such Lien.

“U.S. Special Resolution Regimes”: has the meaning assigned to it in Section 10.25.

“Wholly Owned Subsidiary”: as to any Person, any other Person all of the Capital Stock of which (other than directors’ qualifying shares required by law) is owned by such Person directly and/or through other Wholly Owned Subsidiaries.

“Wholly Owned Subsidiary Guarantor”: any Subsidiary Guarantor that is a Wholly Owned Subsidiary of the Borrower.

“Withdrawal Liability”: any liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Title IV of ERISA.

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

“2016 Restructuring”: the restructuring of certain Subsidiaries of the Borrower such that after giving effect to such restructuring, the organizational chart of the Borrower and its Subsidiaries is as set forth on Annex I to the Second Amendment.

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 any Group Member 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 (provided that notwithstanding anything to the contrary herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of any Group Member at “fair value”, as defined therein and (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof), (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, and (v) references to agreements or other Contractual Obligations shall, unless otherwise specified, be deemed to refer to such agreements or Contractual Obligations as amended, supplemented, 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, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

. (a) Whenever the calculation of the financial covenants or other financial calculations required herein shall include a period during which any Group Member had different fiscal reporting periods than those of the Borrower, the Borrower shall use in such calculations the fiscal periods of such Group Member most closely related in time to the fiscal periods of the Borrower.

(b) If during any Total Leverage Holiday Period any term or condition requires that the Borrower be in pro forma compliance with the covenant set forth in Section 7.1(a), such covenant shall be calculated after giving effect to the Total Leverage Holiday Period.

1.4Interest Rates; LIBOR Notification

. The interest rate for Loans denominated in U.S. dollars or a Foreign Currency is determined by reference to the Eurodollar Rate or the Eurocurrency Rate, respectively, which is derived from the London interbank offered rate. The London interbank offered rate is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. In July 2017, the U.K. Financial Conduct Authority announced that, after the end of 2021, it would no longer persuade or compel contributing banks to make rate submissions to the ICE Benchmark Administration (together with any successor to the ICE Benchmark Administrator, the "IBA") for purposes of the IBA setting the London interbank offered rate. As a result, it is possible that commencing in 2022, the London interbank offered rate may no longer be available or may no longer be deemed an appropriate reference rate upon which to determine the interest rate on Eurodollar Loans and Eurocurrency Loans. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of the London interbank offered rate. Upon the occurrence of a Benchmark Transition Event or an Early Opt-In Election, Section 2.16(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent will promptly notify the Borrower, pursuant to Section 2.16(d), of any proposed change, and implementation in accordance with this Agreement of any change, to the reference rate upon which the interest rate for Eurodollar Loans and/or Eurocurrency Loans is based. However, the Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of "Eurodollar Rate" and/or "Eurocurrency Rate" or with respect to any alternative or successor rate thereto, or replacement rate thereof (including, without limitation, (i) any such alternative, successor or replacement rate implemented pursuant to Section 2.16(b), whether upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, and (ii) the implementation of any Benchmark Replacement Conforming Changes pursuant to Section 2.16(c)), including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the Eurodollar Rate or the Eurocurrency Rate, as the case may be, or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability.

SECTION 2. AMOUNT AND TERMS OF COMMITMENTS

2.1

Term Commitments

. Subject to the terms and conditions hereof, each Term Lender severally agrees to make a term loan (a "Term Loan") to the Borrower and/or the Co-Borrower, as the case may be, on the Restatement Date in an amount not to exceed the amount of the Term Commitment of such Lender in accordance with the Replacement Facility Amendment. The Term Loans may from time to time be Eurodollar Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.12.

2.2

Procedure for Term Loan Borrowing

. The Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to (i) 1:00 P.M., New York City time, three Business Days prior to the anticipated Restatement Date

in the case of Eurodollar Loans or (ii) 11:00 A.M. one Business Day prior to the anticipated Restatement Date in the case of ABR Loans) requesting that the Term Lenders make the Term Loans on the Restatement Date and specifying (i) the amount and Type of Term Loans to be borrowed, (ii) the requested Restatement Date and (iii) in the case of Eurodollar Loans, the respective amounts of each such Type of Loan and the respective lengths of the initial Interest Period therefor. Upon receipt of such notice the Administrative Agent shall promptly notify each Term Lender thereof. Not later than 12:00 Noon, New York City time, on the Restatement Date each Term Lender shall make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the Term Loan or Term Loans to be made by such Lender (it being understood that no Lender shall be required to fund amounts in respect of any Continued Term Loans (as defined in the Replacement Facility Amendment)). The Administrative Agent shall credit the account of the Borrower or the Co-Borrower, as applicable, on the books of such office of the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the Term Lenders in immediately available funds.

2.3 Repayment of Term Loans

. The Term Loans of each Term Lender shall mature in quarterly installments commencing on June 30, 2018, such that the amount of each installment equals such Lender’s Term Percentage multiplied by the amount set forth in the table below, provided that, notwithstanding the above, the remaining principal balance as of the Term Loan Maturity Date shall be due and payable on the Term Loan Maturity Date:

<u>Installment</u>	<u>Principal Amount</u>
1-8	\$5,000,000
9-16	\$7,500,000
17-19	\$10,000,000
Term Loan Maturity Date	Remaining balance

2.4 Revolving Commitments

. (a) Subject to the terms and conditions hereof, each Revolving Lender severally agrees to make revolving credit loans (“Revolving Loans”) in Dollars to the Borrower and/or the Co-Borrower, as the case may be, from time to time during the Revolving Commitment Period in an aggregate principal amount at any one time outstanding which, when added (after giving effect to any application of proceeds of such Revolving Loans pursuant to Section 2.6(b)) to the sum of (i) such Lender’s Revolving Percentage of the L/C Obligations then outstanding, (ii) such Lender’s Swingline Exposure then outstanding and (iii) the Dollar Equivalent of the aggregate principal amount of the Foreign Currency Loans of such Lender then outstanding, does not exceed the amount of such Lender’s Revolving Commitment. During the Revolving Commitment Period the Borrower and the Co-Borrower may use the Revolving Commitments by borrowing, prepaying the Revolving Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. The Revolving Loans may from time to time be Eurodollar Loans or ABR Loans, as determined by the Borrower or the Co-Borrower, as applicable, and notified to the Administrative Agent in accordance with Sections 2.5 and 2.12.

(b) Subject to the terms and conditions hereof, each Revolving Lender severally agrees to make Foreign Currency Loans to the Borrower and/or the Co-Borrower, as the case may be, from time to time during the Revolving Commitment Period; provided that after giving effect to the requested Foreign Currency Loan (and after giving effect to any application of proceeds of such Foreign Currency Loans pursuant to Section 2.6(b)) (i) the Dollar Equivalent of the aggregate principal amount of Foreign Currency Loans outstanding at such time shall not exceed the Foreign Currency Sublimit, (ii) the sum of (x) such Lender’s Revolving Percentage of the L/C Obligations then outstanding, (y) such Lender’s Swingline Exposure then outstanding and (z) the outstanding amount of such Lender’s Revolving Loans (including the Dollar Equivalent of any Foreign Currency Loans) shall not exceed such

Lender's Revolving Commitment, and (iii) the Total Revolving Extensions of Credit outstanding at such time shall not exceed the Total Revolving Commitments. The Foreign Currency Loans shall be Eurocurrency Loans. Each Revolving Lender at its option may make any Eurocurrency Loan by causing any domestic or foreign branch or Affiliate of such Revolving Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower and/or the Co-Borrower to repay such Loan in accordance with the terms of this Agreement.

- (c) The Borrower and the Co-Borrower shall repay all outstanding Revolving Loans on the Revolving Termination Date.

2.5 Procedure for Revolving Loan Borrowing

(a) The Borrower and the Co-Borrower may borrow under the Revolving Commitments in Dollars during the Revolving Commitment Period on any Business Day, provided that the Borrower or the Co-Borrower, as applicable, shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to (a) 1:00 P.M., New York City time, three Business Days prior to the requested Borrowing Date, in the case of Eurodollar Loans, or (b) 12:00 Noon on the requested Borrowing Date (or, in the case of Revolving Loans to be made on the Restatement Date, on the Business Day prior to the Restatement Date), in the case of ABR Loans) (provided that any such notice of a borrowing of ABR Loans under the Revolving Facility to finance payments required by Section 3.5 may be given not later than 1:00 P.M., New York City time, on the date of the proposed borrowing), specifying (i) the amount and Type of Revolving Loans to be borrowed, (ii) the requested Borrowing Date and (iii) in the case of Eurodollar Loans, the respective amounts of each such Type of Loan and the respective lengths of the initial Interest Period therefor. Each borrowing under the Revolving Commitments shall be in an amount equal to (x) in the case of ABR Loans, \$1,000,000 or a whole multiple thereof (or, if the then aggregate Available Revolving Commitments are less than \$1,000,000, such lesser amount) and (y) in the case of Eurodollar Loans, \$2,500,000 or a whole multiple of \$1,000,000 in excess thereof; provided, that the Swingline Lender may request, on behalf of the Borrower or the Co-Borrower, as applicable, borrowings under the Revolving Commitments that are ABR Loans in other amounts pursuant to Section 2.7. Upon receipt of any such notice from the Borrower or the Co-Borrower, as applicable, the Administrative Agent shall promptly notify each Revolving Lender thereof. Each Revolving Lender will make the amount of its pro rata share of each borrowing available to the Administrative Agent for the account of the Borrower or the Co-Borrower, as applicable, at the Funding Office prior to 2:00 P.M., New York City time, on the Borrowing Date requested by the Borrower or the Co-Borrower, as applicable, in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the Borrower or the Co-Borrower, as applicable, by the Administrative Agent crediting the account of the Borrower or the Co-Borrower, as applicable, on the books of such office with the aggregate of the amounts made available to the Administrative Agent by the Revolving Lenders and in like funds as received by the Administrative Agent.

- (b) The Borrower and the Co-Borrower may borrow under the Revolving Commitments in any Foreign Currency during the Revolving Commitment Period on any Business Day, provided that the Borrower or the Co-Borrower, as applicable, shall give the Foreign Currency Agent irrevocable notice (which notice must be received by the Foreign Currency Agent prior to 3:00 P.M., London time, four Business Days prior to the requested Borrowing Date), specifying (i) the amount of Foreign Currency Loans to be borrowed, (ii) the Foreign Currency in which such Foreign Currency Loans will be denominated, (iii) the requested Borrowing Date, (iv) the length of the initial Interest Period therefor and (v) the applicable account of the Borrower or the Co-Borrower, as applicable, to which such funds will be credited or disbursed. Upon receipt of any such notice from the Borrower or the Co-Borrower, as applicable, the Foreign Currency Agent shall promptly notify each Revolving Lender thereof. Each Borrowing of Foreign Currency Loans in a particular Foreign Currency shall be in a minimum amount equal to the Dollar Equivalent of \$1,000,000. On the Borrowing Date, each Revolving

Lender will make the amount of its pro rata share of each borrowing available to the Foreign Currency Agent at the applicable office specified on the Administrative Schedule, prior to the time specified on the Administrative Schedule for the relevant Foreign Currency, in the relevant Foreign Currency in funds immediately available. Such borrowing will then be made available to the Borrower or the Co-Borrower, as applicable, in like funds as received by the Foreign Currency Agent, by the Foreign Currency Agent crediting or disbursing the aggregate of the amounts made available to the Foreign Currency Agent by the Revolving Lenders to the account set forth by the Borrower or the Co-Borrower, as applicable, in the applicable borrowing notice.

- (c) On the Restatement Date, all Existing Revolving Loans shall be deemed repaid and (i) such portion thereof that were ABR Loans shall be reborrowed as ABR Loans by the applicable Borrower, such portion thereof that were Eurodollar Loans shall be reborrowed as Eurodollar Loans by the applicable Borrower and such portion thereof that were Eurocurrency Loans shall be reborrowed as Eurocurrency Loans by the applicable Borrower (it being understood that for each tranche of Existing Revolving Loans that were Eurodollar Loans or Eurocurrency Loans, (x) the initial Interest Period for the relevant reborrowed Loans shall equal the remaining length of the Interest Period for such tranche and (y) the Eurodollar Rate or Eurocurrency Rate, as applicable, for the relevant reborrowed Loans during such initial Interest Period shall be the Eurodollar Rate or Eurocurrency Rate, as applicable, for such tranche immediately prior to the Restatement Date) and (ii) each such reborrowed Revolving Loan shall be deemed made in the same currency as the relevant Existing Revolving Loan. Any Revolving Lenders that are not Existing Revolving Lenders (and any Existing Revolving Lenders with Revolving Commitments as of the Restatement Date that are greater than their Existing Revolving Commitments) shall advance funds (in the relevant currency) to the Administrative Agent no later than 3:00 P.M., New York City time on the Restatement Date as shall be required to repay the Revolving Loans of Existing Revolving Lenders such that each Revolving Lender's share of outstanding Revolving Loans denominated in a particular currency on the Restatement Date is equal to its Revolving Percentage of the total outstanding principal amount of the Revolving Loans denominated in such currency.

2.6 Swingline Commitment

. (a) Subject to the terms and conditions hereof, the Swingline Lender agrees to make a portion of the credit otherwise available to the Borrower and/or the Co-Borrower under the Revolving Commitments from time to time during the Revolving Commitment Period by making swing line loans in Dollars ("Swingline Loans") to the Borrower and/or the Co-Borrower, as the case may be; provided that (i) any Swingline Loan shall be made in the sole and absolute discretion of the Swingline Lender, (ii) the aggregate principal amount of Swingline Loans outstanding at any time shall not exceed the Swingline Commitment then in effect (notwithstanding that the Swingline Loans outstanding at any time, when aggregated with the Swingline Lender's other outstanding Revolving Loans, may exceed the Swingline Commitment then in effect), (iii) the Borrower and the Co-Borrower shall not request, and the Swingline Lender shall not make, any Swingline Loan if, after giving effect to the making of such Swingline Loan, the aggregate amount of the Available Revolving Commitments would be less than zero and (iv) the sum of (x) the Swingline Exposure of such Swingline Lender (in its capacity as a Swingline Lender and a Revolving Lender), (y) the aggregate principal amount of outstanding Revolving Loans (including the Dollar Equivalent of any Foreign Currency Loans) made by such Swingline Lender (in its capacity as a Revolving Lender) and (z) such Lender's Revolving Percentage of the L/C Obligations then outstanding (in its capacity as a Revolving Lender) shall not exceed its Revolving Commitment then in effect. During the Revolving Commitment Period, the Borrower and the Co-Borrower may use the Swingline Commitment by borrowing, repaying and reborrowing, all in accordance with the terms and conditions hereof. Swingline Loans shall be ABR Loans only.

- (b) The Borrower or the Co-Borrower, as applicable, shall repay to the Swingline Lender the then unpaid principal amount of each Swingline Loan on the earlier of the Revolving

Termination Date and the date that is five Business Days after such Swingline Loan is made; provided that on each date that a Revolving Loan is borrowed, the Borrower and the Co-Borrower shall repay all Swingline Loans then outstanding.

2.7 Procedure for Swingline Borrowing; Refunding of Swingline Loans

(a) Whenever the Borrower or the Co-Borrower desires that the Swingline Lender make Swingline Loans it shall give the Swingline Lender irrevocable telephonic notice confirmed promptly in writing (which telephonic notice must be received by the Swingline Lender not later than 1:00 P.M., New York City time, on the proposed Borrowing Date), specifying (i) the amount to be borrowed and (ii) the requested Borrowing Date (which shall be a Business Day during the Revolving Commitment Period). Each borrowing under the Swingline Commitment shall be in an amount equal to \$500,000 or a whole multiple of \$100,000 in excess thereof. Not later than 3:00 P.M., New York City time, on the Borrowing Date specified in a notice in respect of Swingline Loans, the Swingline Lender shall, in its sole and absolute discretion, make available to the Administrative Agent at the Funding Office an amount in immediately available funds equal to the amount of the Swingline Loan to be made by the Swingline Lender. The Administrative Agent shall make the proceeds of such Swingline Loan available to the Borrower or the Co-Borrower, as applicable, on such Borrowing Date by depositing such proceeds in the account of the Borrower or the Co-Borrower, as applicable, with the Administrative Agent on such Borrowing Date in immediately available funds.

(b) The Swingline Lender, at any time and from time to time in its sole and absolute discretion may, on behalf of the Borrower and the Co-Borrower (each of which hereby irrevocably directs the Swingline Lender to act on its behalf), on one Business Day's notice given by the Swingline Lender no later than 12:00 Noon, New York City time, request each Revolving Lender to make, and each Revolving Lender hereby agrees to make, a Revolving Loan, in an amount equal to such Revolving Lender's Revolving Percentage of the aggregate amount of the Swingline Loans (the "Refunded Swingline Loans") outstanding on the date of such notice, to repay the Swingline Lender. Each Revolving Lender shall make the amount of such Revolving Loan available to the Administrative Agent at the Funding Office in immediately available funds, not later than 10:00 A.M., New York City time, one Business Day after the date of such notice. The proceeds of such Revolving Loans shall be immediately made available by the Administrative Agent to the Swingline Lender for application by the Swingline Lender to the repayment of the Refunded Swingline Loans. Upon notification by the Administrative Agent, each of the Borrower and the Co-Borrower agrees to authorize the Swingline Lender to charge the accounts of the Borrower or the Co-Borrower, as applicable, with the Administrative Agent indicated by the Borrower or the Co-Borrower, as applicable, up to the amount available in each such account, in order to immediately pay the amount of such Refunded Swingline Loans to the extent amounts received from the Revolving Lenders are not sufficient to repay in full such Refunded Swingline Loans.

(c) If prior to the time a Revolving Loan would have otherwise been made pursuant to Section 2.7(b), one of the events described in Section 8(f) shall have occurred and be continuing with respect to the Borrower or the Co-Borrower or if for any other reason, as determined by the Swingline Lender in its sole discretion, Revolving Loans may not be made as contemplated by Section 2.7(b), each Revolving Lender shall, on the date such Revolving Loan was to have been made pursuant to the notice referred to in Section 2.7(b), purchase for cash an undivided participating interest in the then outstanding Swingline Loans by paying to the Swingline Lender an amount (the "Swingline Participation Amount") equal to (i) such Revolving Lender's Revolving Percentage ~~times~~ (ii) the sum of the aggregate principal amount of Swingline Loans then outstanding that were to have been repaid with such Revolving Loans.

(d) Whenever, at any time after the Swingline Lender has received from any Revolving Lender such Lender's Swingline Participation Amount, the Swingline Lender receives any payment on account of the Swingline Loans, the Swingline Lender will distribute to such Lender its

Swingline Participation Amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's participating interest was outstanding and funded and, in the case of principal and interest payments, to reflect such Lender's pro rata portion of such payment if such payment is not sufficient to pay the principal of and interest on all Swingline Loans then due); provided, however, that in the event that such payment received by the Swingline Lender is required to be returned, such Revolving Lender will return to the Swingline Lender any portion thereof previously distributed to it by the Swingline Lender.

- (e) Each Revolving Lender's obligation to make the Loans referred to in Section 2.7(b) and to purchase participating interests pursuant to Section 2.7(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such Revolving Lender, the Borrower or the Co-Borrower may have against the Swingline Lender, the Borrower, the Co-Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower or the Co-Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, any other Loan Party or any other Revolving Lender or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

2.8 Commitment Fees, etc.

(a) The Borrower and the Co-Borrower agree to pay to the Administrative Agent, for the account of each Revolving Lender, a commitment fee for the period from and including the Restatement Date to the date the Revolving Commitments terminate, computed at the Commitment Fee Rate on the average daily amount of the Available Revolving Commitment of such Lender during the period for which payment is made, payable quarterly in arrears on each Fee Payment Date, commencing on the first such date to occur after the Restatement Date.

- (b) The Borrower and the Co-Borrower agree to pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements with the Administrative Agent and to perform any other obligations contained therein.

2.9 Termination or Reduction of Revolving Commitments

. The Borrower shall have the right, upon not less than three Business Days' notice to the Administrative Agent, to terminate the Revolving Commitments or, from time to time, to reduce the amount of the Revolving Commitments; provided that no such termination or reduction of Revolving Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Loans and Swingline Loans made on the effective date thereof, the Total Revolving Extensions of Credit would exceed the Total Revolving Commitments. Any such reduction shall be in an amount equal to \$1,000,000, or a whole multiple thereof, and shall reduce permanently the Revolving Commitments then in effect.

2.10 Illegality

. Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or in the interpretation or application thereof shall make it unlawful for any Lender to issue, make, maintain, fund or charge interest with respect to any extension of credit to any Additional Borrower or to give effect to its obligations as contemplated by this Agreement with respect to any extension of credit to any Additional Borrower, then, upon written notice by such Lender (each such Lender providing such notice, an "Impacted Lender") to the Borrower and the Administrative Agent:

- (a) the obligations of the Lenders hereunder to make extensions of credit to such Additional Borrower shall forthwith be (x) suspended until each Impacted Lender notifies the Borrower and the Administrative Agent in writing that it is no longer unlawful for such Lender to issue, make,

maintain, fund or charge interest with respect to any extension of credit to such Additional Borrower or (y) to the extent required by law, cancelled;

- (b) if it shall be unlawful for any Impacted Lender to maintain or charge interest with respect to any outstanding Loan to such Additional Borrower, such Additional Borrower shall repay (or at its option and to the extent permitted by law, assign to the Borrower) (x) all outstanding ABR Loans made to such Additional Borrower within three Business Days or such earlier period as required by law and (y) all outstanding Eurodollar Loans and Eurocurrency Loans made to such Additional Borrower on the last day of the then current Interest Periods with respect to such Eurodollar Loans or Eurocurrency Loans, as applicable, or within such earlier period as required by law; and
- (c) if it shall be unlawful for any Impacted Lender to maintain, charge interest or hold any participation with respect to any Letter of Credit issued on behalf of such Additional Borrower, such Additional Borrower shall deposit in a cash collateral account opened by the Administrative Agent an amount equal to the L/C Obligations with respect to such Letters of Credit within three Business Days or within such earlier period as required by law.

2.11 Prepayments and Commitment Reductions

(a) The Borrower and the Co-Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty, upon irrevocable notice delivered to the Administrative Agent no later than 11:00 A.M., New York City time, three Business Days prior thereto, in the case of Eurodollar Loans, no later than 11:00 A.M., New York City time, one Business Day prior thereto, in the case of ABR Loans and no later than the time set forth thereof for the relevant Foreign Currency on the Administrative Schedule, in the case of Foreign Currency Loans, which notice shall specify the date and amount of prepayment, the Loans to be prepaid and whether the prepayment is of Eurodollar Loans, ABR Loans or Foreign Currency Loans (and, with respect to Foreign Currency Loans, the Foreign Currency in which such Loans are denominated); provided, that if a Eurodollar Loan or a Foreign Currency Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower or the Co-Borrower, as applicable, shall also pay any amounts owing pursuant to Section 2.20. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with (except in the case of Revolving Loans that are ABR Loans and Swingline Loans) accrued interest to such date on the amount prepaid. Partial prepayments of Term Loans and Revolving Loans (other than Foreign Currency Loans) shall be in an aggregate principal amount of \$1,000,000 or a whole multiple thereof. Partial prepayments of Swingline Loans shall be in an aggregate principal amount of \$100,000 or a whole multiple thereof. Partial prepayments of Foreign Currency Loans shall be in a minimum amount as set forth for the relevant Foreign Currency on the Administrative Schedule. Each prepayment of Term Loans made pursuant to this Section 2.11(a) shall be applied against the remaining scheduled installments of principal due in respect of the Term Loans in the manner specified by the Borrower or, in the absence of any such specification on or prior to the date of the relevant optional prepayment, in direct order of maturity.

- (b) If any Indebtedness shall be incurred by any Group Member (excluding any Indebtedness incurred in accordance with Section 7.2), an amount equal to 100% of the Net Cash Proceeds thereof shall be applied within ten (10) Business Days after the date of such issuance or incurrence toward the prepayment of the Term Loans as set forth in Section 2.11(d).
- (c) If on any date any Group Member shall receive Net Cash Proceeds from any Asset Sale or Recovery Event in excess of \$7,500,000 in the aggregate in any fiscal year then, unless a Reinvestment Notice shall be delivered in respect thereof, such Net Cash Proceeds shall be applied within ten (10) Business Days after such date toward the prepayment of the Term Loans as set forth in Section

2.11(d); provided, that, notwithstanding the foregoing, (i) no prepayment under this Section 2.11(c) shall be required to the extent that, prior to or after giving effect to the prepayment, the Senior Secured Leverage Ratio, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of the date of, and after giving effect to, such prepayment, is less than 2.75 to 1.0; (ii) within ten (10) Business Days after Reinvestment Prepayment Date, an amount equal to the Reinvestment Prepayment Amount with respect to the relevant Reinvestment Event shall be applied toward the prepayment of the Term Loans as set forth in Section 2.11(d); and (iii) in the event Borrower changes its fiscal year, the measurement period for the \$7,500,000 threshold shall be the trailing twelve month period ending immediately prior to the commencement of the new fiscal year, and thereafter such new fiscal year, but in no event will Net Cash Proceeds received prior to the Restatement Date be counted against the \$7,500,000 threshold.

- (d) Amounts to be applied in connection with prepayments made pursuant to Section 2.11(b) or (c) shall be applied to the prepayment of the Term Loans in accordance with Section 2.17(b). The application of any prepayment pursuant to Section 2.11(b) or (c) shall be made, first, to ABR Loans and, second, to Eurodollar Loans. Each prepayment of the Loans under Section 2.11(b) or (c) shall be accompanied by accrued interest to the date of such prepayment on the amount prepaid.
- (e) If, on any Calculation Date, (i) the aggregate Dollar Equivalents of the outstanding principal amounts of Foreign Currency Loans exceeds an amount equal to 105% of the Foreign Currency Sublimit, the Borrower and the Co-Borrower shall, without notice or demand, immediately repay such of the outstanding Foreign Currency Loans in an aggregate principal amount such that, after giving effect thereto, the aggregate Dollar Equivalents of the outstanding principal amounts of Foreign Currency Loans does not exceed the Foreign Currency Sublimit or (ii) the Total Revolving Extensions of Credit exceed the Total Revolving Commitments, and the Total Revolving Extensions of Credit exceed the Total Revolving Commitments for four consecutive Business Days thereafter, then on such fourth Business Day thereafter, the Borrower and the Co-Borrower shall, without notice or demand, immediately repay such of the outstanding Revolving Extensions of Credit in an aggregate principal amount such that, after giving effect thereto, the Total Revolving Extensions of Credit do not exceed the Total Revolving Commitments.

2.12 Conversion and Continuation Options

. (a) The Borrower or the Co-Borrower, as applicable, may elect from time to time to convert Eurodollar Loans to ABR Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 1:00 P.M., New York City time, on the Business Day preceding the proposed conversion date, provided that any such conversion of Eurodollar Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower or the Co-Borrower, as applicable, may elect from time to time to convert ABR Loans to Eurodollar Loans by giving the Administrative Agent prior irrevocable notice of such election no later than 1:00 P.M., New York City time, on the third Business Day preceding the proposed conversion date (which notice shall specify the length of the initial Interest Period therefor), provided that no ABR Loan under a particular Facility may be converted into a Eurodollar Loan when any Event of Default has occurred and is continuing and the Administrative Agent or the Majority Facility Lenders in respect of such Facility have determined in its or their sole discretion not to permit such conversions. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

- (b) Any Eurodollar Loan may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower or the Co-Borrower, as applicable, giving irrevocable notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans, provided that no Eurodollar Loan under a particular Facility may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has or the Majority Facility

Lenders in respect of such Facility have determined in its or their sole discretion not to permit such continuations, and provided, further, that if the Borrower or the Co-Borrower, as applicable, shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof.

2.13 Limitations on Eurodollar Tranches

. Notwithstanding anything to the contrary in this Agreement, all borrowings, conversions and continuations of Eurodollar Loans and all selections of Interest Periods shall be in such amounts and be made pursuant to such elections so that, (a) after giving effect thereto, the aggregate principal amount of the Eurodollar Loans comprising each Eurodollar Tranche shall be equal to \$2,500,000 or a whole multiple of \$1,000,000 in excess thereof and (b) no more than ten Eurodollar Tranches shall be outstanding at any one time. There shall be no more than three Foreign Currency Tranches outstanding in any single Foreign Currency at any time.

2.14 Interest Rates and Payment Dates

. (a) Each Eurodollar Loan shall bear interest for each day during each Interest Period with respect thereto at a rate per annum equal to the Eurodollar Rate determined for such day plus the Applicable Margin.

(b) Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

(c) Each Foreign Currency Loan shall bear interest at a rate per annum equal to the Eurocurrency Rate determined for such day plus the Applicable Margin applicable to Eurodollar Loans under the Revolving Facility.

(d) (i) If all or a portion of the principal amount of any Loan or Reimbursement Obligation shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to (x) in the case of the Loans, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section plus 2% or (y) in the case of Reimbursement Obligations, the rate applicable to ABR Loans under the Revolving Facility plus 2%, and (ii) if all or a portion of any interest payable on any Loan or Reimbursement Obligation or any commitment fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate then applicable to ABR Loans under the relevant Facility plus 2% (or (x) in the case of Foreign Currency Loans, the rate then applicable to such Loans plus 2% and (y) in the case of any such other amounts that do not relate to a particular Facility, the rate then applicable to ABR Loans under the Revolving Facility plus 2%), in each case, with respect to clauses (i) and (ii) above, from the date of such non-payment until such amount is paid in full (as well after as before judgment).

(e) Interest shall be payable in arrears on each Interest Payment Date, provided that interest accruing pursuant to paragraph (d) of this Section shall be payable from time to time on demand.

2.15 Computation of Interest and Fees

. (a) Interest and fees payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to ABR Loans the rate of interest on which is calculated on the basis of the Prime Rate and interest computed on Foreign Currency Loans made in Sterling, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of each determination of a Eurodollar Rate or a Eurocurrency Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurocurrency Reserve Requirements shall become effective as of the opening

of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

- (b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower, the Co-Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.14(a) or Section 2.14(c).

2.16 Inability to Determine Interest Rate

. (a) ~~Subject to clauses (b), (c), (d) and (e) of this Section 2.16, if~~ prior to the first day of any Interest Period:

- (i) the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower and the Co-Borrower in the absence of manifest error) that, by reason of circumstances affecting the relevant market, adequate and reasonable means (including by means of an Interpolated Rate or Dollar Interpolated Rate) do not exist for ascertaining the Eurodollar Rate or the Eurocurrency Rate, as the case may be, (including because the applicable Screen Rate is not available or published on a current basis) for such Interest Period; or
- (ii) the Administrative Agent shall have received notice from the Majority Facility Lenders in respect of the relevant Facility that the Eurodollar Rate or the Eurocurrency Rate, as the case may be, determined or to be determined for such Interest Period will not adequately and fairly reflect the cost to such Lenders (as conclusively certified by such Lenders) of making or maintaining their affected Loans during such Interest Period,

the Administrative Agent shall give telecopy or telephonic notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given (x) in respect of Eurodollar Loans, (1) any Eurodollar Loans under the relevant Facility requested to be made on the first day of such Interest Period shall be made as ABR Loans, (2) any Loans under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurodollar Loans shall be continued as ABR Loans and (3) any outstanding Eurodollar Loans under the relevant Facility shall be converted, on the last day of the then-current Interest Period, to ABR Loans and (y) in respect of Foreign Currency Loans, (1) any Foreign Currency Loans requested to be made on the first day of such Interest Period shall not be made and (2) any outstanding Foreign Currency Loans shall be due and payable on the last day of the then-current Interest Period. Until such notice has been withdrawn by the Administrative Agent, no further Eurodollar Loans under the relevant Facility or Foreign Currency Loans, as the case may be, shall be made or continued as such, nor shall the Borrower or the Co-Borrower have the right to convert Loans under the relevant Facility to Eurodollar Loans.

~~(b) If at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) the circumstances set forth in clause (a)(i) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (a)(i) have not arisen but the supervisor or the administrator of the Applicable Screen Rate or a Screen Rate, as the case may be, or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the Applicable Screen Rate or a Screen Rate, as the case may be, shall no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrower shall use good faith commercially reasonable efforts to establish an alternate rate of interest to the Eurodollar Base Rate and Eurodollar Rate or Eurocurrency Base Rate and Eurocurrency Rate, as applicable, that gives due consideration to the then-prevailing market convention for determining~~

~~a rate of interest for syndicated loans in the applicable currency in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable; provided that, if such alternate rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything to the contrary in Section 10.1, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this clause (b) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 2.16(b), only to the extent the Applicable Screen Rate or the applicable Screen Rate, as the case may be, for such Interest Period is not available or published at such time on a current basis), (x) in respect of Eurodollar Loans, (1) any Eurodollar Loans under the relevant Facility requested to be made on the first day of such Interest Period shall be made as ABR Loans, (2) any Loans under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurodollar Loans shall be continued as ABR Loans and (3) any outstanding Eurodollar Loans under the relevant Facility shall be converted, on the last day of the then current Interest Period, to ABR Loans and (y) in respect of Foreign Currency Loans, (1) any Foreign Currency Loans requested to be made on the first day of such Interest Period shall not be made and (2) any outstanding Foreign Currency Loans shall be due and payable on the last day of the then current Interest Period.~~

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, the Administrative Agent and the Borrower may amend this Agreement to replace the Eurodollar Rate or the Eurocurrency Rate, as applicable, with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after the Administrative Agent has posted such proposed amendment to all Lenders and the Borrower, so long as the Administrative Agent has not received, by such time, written notice of objection to such proposed amendment from Lenders comprising the Required Lenders; provided that, with respect to any proposed amendment containing any SOFR-Based Rate, the Lenders shall be entitled to object only to the Benchmark Replacement Adjustment contained therein. Any such amendment with respect to an Early Opt-in Election will become effective on the date that Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders accept such amendment. No replacement of Eurodollar Rate or Eurocurrency Rate, as applicable, with a Benchmark Replacement will occur prior to the applicable Benchmark Transition Start Date. For the avoidance of doubt, notwithstanding anything to the contrary herein or in any other Loan Document, Administrative Agent, Borrower and the Required Lenders may amend this Section 2.16 and the definitions referenced in this Section 2.16, to adopt the recommendations of the Relevant Governmental Body with respect to the so-called "hardwired approach" to the selection of an alternative benchmark rate to replace the Eurodollar Rate or Eurocurrency Rate, as the case may be.

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

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event or an Early Opt-in Election, as applicable, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes and (iv) the commencement or conclusion of any Benchmark Unavailability Period.

Any determination, decision or election that may be made by the Administrative Agent or Lenders pursuant to this Section 2.16, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 2.16 (or the definitions referenced in Section 2.16).

(e) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (i) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Eurocurrency Borrowing shall be ineffective and (ii) any requested Borrowing to be denominated in U.S. dollars shall be made as an ABR Borrowing.

2.17

Pro Rata Treatment and Payments

(a) Each borrowing by the Borrower or the Co-Borrower from the Lenders hereunder, each payment by the Borrower or the Co-Borrower on account of any commitment fee, any participation fee and any reduction of the Commitments of the Lenders shall be made pro rata according to the respective Term Percentages or Revolving Percentages, as the case may be, of the relevant Lenders.

(b) Each payment (including each prepayment) by the Borrower or the Co-Borrower on account of principal of and interest on the Term Loans shall be made pro rata according to the respective outstanding principal amounts of the Term Loans then held by the Term Lenders. The amount of each principal prepayment of the Term Loans shall be applied to reduce the then remaining installments of the Term Loans, pro rata based upon the then remaining principal amounts thereof. Amounts prepaid on account of the Term Loans may not be reborrowed.

(c) Each payment (including each prepayment) by the Borrower or the Co-Borrower on account of principal of and interest on the Revolving Loans shall be made pro rata according to the respective outstanding principal amounts of the Revolving Loans then held by the Revolving Lenders.

(d) [Reserved].

(e) All payments (including prepayments) to be made by the Borrower or the Co-Borrower hereunder, whether on account of principal, interest, fees or otherwise (other than in respect of the principal or interest on, or the fronting fee with respect to, the Foreign Currency Loans), shall be made without setoff or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Funding Office, in Dollars and in immediately available funds. All payments (including prepayments) to be made by the Borrower or the Co-Borrower hereunder on account of principal or interest on, or the fronting fee with respect to, the Foreign Currency Loans shall be made in the relevant Foreign Currency, without setoff and counterclaim and shall be made on the due date thereof to the Foreign Currency Agent, for the account of the Revolving Lenders, at the office, and prior to the time for payment for the relevant Foreign Currency, set forth on the Administrative Schedule. The Administrative Agent or Foreign Currency Agent, as applicable, shall distribute such payments to each relevant Lender promptly upon receipt in like funds as received, net of any amounts owing by such Lender pursuant to Section 9.7. If any payment hereunder (other than payments on the Eurodollar Loans or Foreign Currency Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurodollar Loan or a Foreign Currency 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 two sentences, interest thereon shall be payable at the then applicable rate during such extension.

- (f) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower or the Co-Borrower, as applicable, a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon, at a rate equal to the greater of (i) the NYFRB Rate and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days after such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to ABR Loans under the relevant Facility, on demand, from the Borrower.
- (g) Unless the Administrative Agent shall have been notified in writing by the Borrower or the Co-Borrower, as applicable, prior to the date of any payment due to be made by the Borrower or the Co-Borrower hereunder that the Borrower or the Co-Borrower, as applicable, will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower or the Co-Borrower, as applicable, is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower or the Co-Borrower, as applicable, within three Business Days after such due date, the Administrative Agent shall be entitled to recover, on demand, from each Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average NYFRB Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower or the Co-Borrower.
- (h) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.7(b), 2.7(c), 2.17(e), 2.17(f), 3.4(a) or 9.7, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision of this Agreement), (i) apply any amounts thereafter received by the Administrative Agent, the Swingline Lender or the Issuing Lender for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender under any such Section, in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.

2.18 Requirements of Law

. (a) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the Restatement Date:

- (i) shall subject any Lender or Issuing Lender to any Taxes (other than (A) Non-Excluded Taxes, (B) Other Taxes and (C) Excluded Taxes on gross or net income, profits or receipts (including value-added or similar Taxes)) on its loans, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Eurodollar Rate or the Eurocurrency Rate; or

(iii) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender (or, in the case of (i), to such Lender or Issuing Lender), by an amount that such Lender (or, in the case of (i), to such Lender or Issuing Lender), deems to be material, of making, converting into, continuing or maintaining Eurodollar Loans (or, in the case of (i), any Loans) or Foreign Currency Loans or issuing or participating in Letters of Credit (or, in the case of (i) above, of making any Loan), or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender (or, in the case of (i), to such Lender or Issuing Lender), upon its demand, any additional amounts necessary to compensate such Lender (or, in the case of (i), to such Lender or Issuing Lender) for such increased cost or reduced amount receivable; provided, however, that any such additional amounts payable under this Section 2.18 shall be without duplication of amounts to which such Lender may be entitled under Section 2.19. If any Lender or Issuing Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled.

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital adequacy or liquidity requirements or in the interpretation or application of the foregoing or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy or liquidity (whether or not having the force of law) from any Governmental Authority made subsequent to the Restatement Date shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy or liquidity) by an amount deemed by such Lender to be material, then from time to time, after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such corporation for such reduction.

(c) Notwithstanding anything herein to the contrary, (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 a Requirement of Law, regardless of the date enacted, adopted or issued.

(d) If by reason of any change in a Requirement of Law subsequent to the Restatement Date, disruption of currency or foreign exchange markets, war or civil disturbance or similar event, the funding of any Foreign Currency Loans in any relevant Foreign Currency or the funding of any Foreign Currency Loan in any relevant Foreign Currency to an office located other than in New York shall be impossible or, in the reasonable judgment of the Administrative Agent, such Foreign Currency is no longer available or readily convertible to Dollars, or the Dollar Equivalent of such Foreign Currency is no longer readily calculable, then, at the election of the Administrative Agent, no Foreign Currency Loans

in the relevant Foreign Currency shall be made or any Foreign Currency Loan in the relevant Foreign Currency shall be made to an office of the Administrative Agent located in New York, as the case may be.

- (e) If payment in respect of any Foreign Currency Loan shall be due in a currency other than Dollars and/or at a place of payment other than New York and if, by reason of any change in a Requirement of Law subsequent to the Restatement Date, disruption of currency or foreign exchange markets, war or civil disturbance or similar event, payment of such Obligations in such currency or such place of payment shall be impossible or, in the reasonable judgment of the Administrative Agent, such Foreign Currency is no longer available or readily convertible to Dollars, or the Dollar Equivalent of such Foreign Currency is no longer readily calculable, then, at the election of any affected Lender, the Borrower or the Co-Borrower, as applicable, shall make payment of such Foreign Currency Loan in Dollars (based upon the Exchange Rate in effect for the day on which such payment occurs, as determined by the Administrative Agent in accordance with the terms hereof) and/or in New York, and shall indemnify such Lender against any currency exchange losses or reasonable out-of-pocket expenses that it shall sustain as a result of such alternative payment or (ii) if any Foreign Currency in which Loans are outstanding is redenominated then, at the election of any affected Lender, such affected Loans and all obligations of the Borrower and the Co-Borrower in respect thereof shall be converted into obligations in Dollars (based upon the Exchange Rate in effect on such date, as determined by the Administrative Agent in accordance with the terms hereof), and, in each case, the Borrower and the Co-Borrower shall jointly and severally indemnify the Lenders against any currency exchange losses or reasonable out-of-pocket expenses that it shall sustain as a result of such alternative payment.
- (f) Each Lender and the Administrative Agent agrees that (i) any claim made by a Lender for amounts payable under Section 2.18 (a) or (b) (including in connection with Section 2.18(c)) or Section 2.18(e) shall be made in good faith in a manner generally consistent with such Lender's standard practice and (ii) in the event any of the circumstances of the type described in this Section 2.18(c), it shall allocate such additional amounts among its customers in good faith and on a non-discriminatory basis. Each Lender further agrees to give prompt notice to the Borrower of its intention to assert a claim against the Borrower under this Section 2.18 after any adoption or change in any Requirement of Law or other event of which Lender becomes aware. A certificate as to any additional amounts payable pursuant to Section 2.18(a) or (b) setting forth the basis and manner of calculation for requesting such additional amounts to the extent reasonably practicable, submitted by the affected Lender to the Borrower (with a copy to the Administrative Agent), shall be conclusive in the absence of manifest error. Notwithstanding anything to the contrary in this Section, the Borrower shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than 180 days prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor; provided that, if the circumstances giving rise to such claim have a retroactive effect, and if such Lender notifies the Borrower of such circumstances within 180 days after such circumstances arise, then such 180-day period shall be extended to include the period of such retroactive effect. The obligations of the Borrower pursuant to this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.19 Taxes

(a) All payments made by or on account of any Loan Party under this Agreement or any other Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any present or future Taxes, unless required by applicable law. If any Taxes that are not (i) net income Taxes, franchise Taxes (imposed in lieu of net income Taxes) or branch profits Taxes imposed on the Administrative Agent or any Lender as a result of such Administrative Agent or Lender being organized or formed under the laws of, or maintaining a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than

any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or performed its obligations or received a payment under, or enforced, this Agreement or any other Loan Document) or (ii) in the case of a Non-U.S. Lender, any United States federal withholding Taxes resulting from FATCA (including any regulations or official interpretations thereof issued with respect thereto) (the items of clauses (i) and (ii) are referred to herein individually and collectively as “Excluded Taxes,” and any other Taxes imposed with respect to amounts payable hereunder “Non-Excluded Taxes”) or Other Taxes are required to be withheld from any amounts payable to the Administrative Agent or any Lender, as determined in good faith by the applicable withholding agent, (i) such amounts shall be paid to the relevant Governmental Authority in accordance with applicable law and (ii) the amounts so payable by the applicable Loan Party to the Administrative Agent or such Lender shall be increased by the applicable Loan Party to the extent necessary to yield to the Administrative Agent or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement as if such withholding or deduction had not been made, provided, however, that the applicable Loan Party shall not be required to increase any such amounts payable to any Lender with respect to any Non-Excluded Taxes (i) that are attributable to such Lender’s failure to comply with the requirements of paragraphs (e) or (h) of this Section 2.19 or (ii) that are United States withholding Taxes imposed on amounts payable to such Lender at the time such Lender becomes a party to this Agreement (including, for the avoidance of doubt, at or upon the closing of this Agreement) (other than an Assignee pursuant to a request by the Borrower under Section 2.22(b)), except to the extent that such Lender’s assignor was entitled, at the time of assignment, to receive additional amounts (taking into account the portion of the Loan so assigned) from the applicable Loan Party with respect to such Non-Excluded Taxes pursuant to this Section 2.19.

- (b) In addition, the applicable Loan Party shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.
- (c) Whenever any Non-Excluded Taxes or Other Taxes are payable by an applicable Loan Party, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for its own account or for the account of the relevant Lender, as the case may be, a copy of an official receipt (or certified copy thereof) received by the applicable Loan Party showing payment thereof. If (i) the applicable Loan Party fails to pay any Non-Excluded Taxes or Other Taxes for which it is obligated to pay pursuant to this Section 2.19 when due to the appropriate taxing authority, (ii) the applicable Loan Party fails to remit to the Administrative Agent the required receipts or other required documentary evidence, or (iii) any Non-Excluded Taxes or Other Taxes on any payments under this Agreement are imposed directly upon the Administrative Agent or any Lender, the Borrower and the Co-Borrower shall indemnify the Administrative Agent and the Lenders for any incremental Taxes, interest or penalties that may become payable by the Administrative Agent or any Lender as a direct result of the applicable Loan Party’s failure, in the case of (i) and (ii), or any such direct imposition, in the case of (iii). The indemnification payment under this Section 2.19(c) shall be made within 10 days after the date the Administrative Agent or such Lender (as the case may be) makes a written demand therefor.
- (d) Each Lender shall indemnify the Administrative Agent for the full amount of any taxes, levies, imposts, duties, charges, fees, deductions, withholdings or similar charges imposed by any Governmental Authority that are attributable to such Lender and that are payable or paid by the Administrative Agent, together with all interest, penalties, reasonable costs and expenses arising therefrom or with respect thereto, as determined by the Administrative Agent in good faith; provided, however, that a Lender shall not be required to indemnify the Administrative Agent to the extent the Administrative Agent has been reimbursed by a Loan Party for such amounts. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

(e) Except as otherwise provided below, any Lender (or Transferee) that is not a “United States Person” as defined in Section 7701(a)(30) of the Code (a “Non-U.S. Lender”) that is entitled to an exemption from, or reduction of, any applicable U.S. federal withholding Tax with respect to any payments under this Agreement shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without, or at a reduced rate of, withholding. The completion, execution and submission of such documentation (other than such documentation set forth below in this Section 2.19(e)) shall not be required if in the Non-U.S. Lender’s reasonable and good faith judgment such completion, execution or submission would subject such Non-U.S. Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Notwithstanding the previous two sentences, each Non-U.S. Lender shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) (i) two copies of either U.S. Internal Revenue Service (“IRS”) Form W-8BEN-E (or W-8BEN, if applicable), Form W-8ECI or Form W-8IMY (together with any applicable underlying IRS forms), (ii) in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of “portfolio interest”, a statement substantially in the form of Exhibit H and the IRS Form W-8BEN-E (or W-8BEN, if applicable), or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on payments under this Agreement and the other Loan Documents, or (iii) any other form prescribed by applicable requirements of U.S. federal income tax 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 requirements of law to permit the Borrower and the Administrative Agent to determine the withholding or deduction required to be made. Such forms or other items described in the preceding sentences shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation) and from time to time thereafter upon the request of the Borrower or the Administrative Agent. In addition, each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-U.S. Lender. If a payment made to a Lender under this Agreement would not be subject (in whole or in part) to U.S. federal withholding tax imposed by FATCA if such Lender were to comply with the applicable reporting or disclosure requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or Administrative Agent, such documentation or certifications prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation or certifications reasonably requested by the Borrower or Administrative Agent as may be necessary for the Borrower or Administrative Agent to comply with its obligations to withhold or report under FATCA, to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount (if any) to deduct and withhold from such payment. Each Non-U.S. Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered form, certificate or other item to the Borrower (or any other form of certification adopted by the U.S. taxing authorities for such purpose). A Lender that is entitled to an exemption from or reduction of non-U.S. withholding tax under the law of the jurisdiction in which the Borrower or the Co-Borrower makes a payment under this Agreement, or any treaty applicable to such jurisdiction, shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate; provided that such Lender is legally entitled to complete, execute and deliver such documentation and in such Lender’s judgment such completion, execution or submission would not materially prejudice the legal or commercial position of such Lender. Notwithstanding any other provision of this Section 2.19(e), a Lender shall not be required to deliver any form or other item pursuant to this Section 2.19(e) that such Lender is not legally able to deliver.

(f) If the Administrative Agent or any Lender determines in its sole discretion, exercised in good faith, that it has received a refund of any Non-Excluded Taxes or Other Taxes for which it has been indemnified by a Loan Party or with respect to any other amounts paid by a Loan Party as additional amounts pursuant to this Section 2.19, it shall pay over to the applicable Loan Party an amount equal to such refund or credit (but only to the extent of indemnity payments made, or additional amounts paid, by the applicable Loan Party under this Section 2.19 with respect to the Non-Excluded Taxes or Other Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses of the Administrative Agent or such Lender and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided, that the Borrower, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the applicable Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required by applicable law to repay such refund to such Governmental Authority. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its Taxes which it deems confidential) to the Borrower or any other Person.

(g) The agreements in this Section 2.19 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder; provided, however, with respect to any indemnification or additional payment obligations required of the Borrower or the Co-Borrower as set forth under this Section 2.19, such obligations shall survive the termination of this Agreement only for so long as the relevant statute of limitations period relating to the Taxes to which such obligations relate remains open after such termination.

(h) To the extent reasonably requested by the Borrower or the Administrative Agent, each Lender (or

Participant) that is not a Non-U.S. Lender shall upon or prior to becoming a Lender (or a Participant) pursuant to this Agreement provide the Borrower and Administrative Agent with two duly completed originals of IRS Form W-9 or any successor form thereto. In addition, each such Lender (or Participant) shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered pursuant to this Section 2.19(h).

- (i) For purposes of determining withholding Taxes imposed under FATCA, from and after the Restatement Date, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) the Loan as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).
- (j) For purposes of this Section 2.19, the term “Lender” includes any Issuing Lender and the term “applicable law” includes FATCA.

2.20 Indemnity

. Each of the Borrower and the Co-Borrower agrees, jointly and severally, to indemnify each Lender for, and to hold each Lender harmless from, any loss or expense that such Lender may sustain or incur as a consequence of (a) default by the Borrower or the Co-Borrower in making a borrowing of, conversion into, conversion from or continuation of Eurodollar Loans or Foreign Currency Loans after the Borrower or the Co-Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower or the Co-Borrower in making any prepayment of Eurodollar Loans or Foreign Currency Loans after the Borrower or the Co-Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the

making of a prepayment of Eurodollar Loans or Foreign Currency Loans or replacement of a Lender in accordance with Section 2.22(b), in each case on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank eurocurrency market. Notwithstanding anything to the contrary in this Section, the Borrower and the Co-Borrower shall not be required to compensate a Lender pursuant to this Section for any amounts incurred more than 180 days prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor. A certificate as to any amounts payable pursuant to this Section submitted to the Borrower by any Lender shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

2.21 Change of Lending Office

. Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.18 or 2.19(a) with respect to such Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event with the object of avoiding the consequences of such event; provided, that such designation is made on terms that, in the reasonable judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage, and provided, further, that nothing in this Section shall affect or postpone any of the obligations of the Borrower or the Co-Borrower or the rights of any Lender pursuant to Section 2.18 or 2.19(a).

2.22 Replacement of Lenders

. (a) If any Lender requests compensation under Section 2.18, or if the Borrower or the Co-Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.19(a), then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.18 or 2.19(a), as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower and the Co-Borrower hereby agree, jointly and severally, to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) If any Lender requests compensation under Section 2.18, or if the Borrower or the Co-Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.19(a), or if any Lender becomes a Defaulting Lender or if any Lender shall not consent to a proposed amendment, waiver, consent or release with respect to any Loan Document that requires the consent of each Lender and that has been consented to by the Required Lenders, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.6), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent (and if a Revolving Commitment is being assigned, the Issuing

Lender), which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in L/C Obligations and Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.18 or payments required to be made pursuant to Section 2.19(a), such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Each party hereto agrees that an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee, and that the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective.

2.23 Defaulting Lenders

. Notwithstanding any provision of this Agreement to the contrary, if any Revolving Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Revolving Lender is a Defaulting Lender:

- (a) fees shall cease to accrue pursuant to Section 2.8 with respect to the Commitment of such Defaulting Lender;
- (b) the Revolving Commitment and Revolving Extensions of Credit of such Defaulting Lender shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.1); provided, that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such Lender or each Lender affected thereby;
- (c) if any Swingline Loans or L/C Obligations are outstanding at the time such Lender becomes a Defaulting Lender then:
 - (i) all or any part of the Swingline Loans and L/C Obligations of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders in accordance with their respective Revolving Percentages but only to the extent (x) the sum of all non-Defaulting Lenders' Revolving Extensions of Credit plus such Defaulting Lender's Swingline Loans and L/C Obligations does not exceed the total of all non-Defaulting Lenders' Revolving Commitments and (y) no Default or Event of Default exists at such time;
 - (ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Administrative Agent (x) first, prepay such Swingline Loans and (y) second, cash collateralize for the benefit of the Issuing Lender only the Borrower's and the Co-Borrower's obligations corresponding to such Defaulting Lender's L/C Obligations (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in the last paragraph of Section 8 for so long as the circumstances giving rise to such obligation to provide such cash collateral remain relevant;
 - (iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's L/C Obligations pursuant to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.3 with respect to such Defaulting Lender's L/C Obligations during the period such Defaulting Lender's L/C Obligations are cash collateralized;

- (iv) if the L/C Obligations of the non-Defaulting Lenders are reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 3.3 shall be adjusted in accordance with such non-Defaulting Lenders' Revolving Percentages; and
- (v) if all or any portion of such Defaulting Lender's L/C Obligations are neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the Issuing Lender or any other Lender hereunder, all letter of credit fees payable under Section 3.3 with respect to such Defaulting Lender's L/C Obligations that have not been reallocated or cash collateralized shall be payable to the Issuing Lender until and to the extent that such L/C Obligations are reallocated and/or cash collateralized.
- (d) so long as such Lender is a Defaulting Lender, the Swingline Lender shall not be required to fund any Swingline Loan and the Issuing Lender shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding L/C Obligations will be 100% covered by the Revolving Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.23(c), and participating interests in any newly made Swingline Loan or any newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.23(c)(i) (and such Defaulting Lender shall not participate therein).

If a Bankruptcy Event or a Bail-In Action with respect to a Parent of any Revolving Lender shall occur following the Restatement Date and for so long as such event shall continue, the Swingline Lender shall not be required to fund any Swingline Loan and the Issuing Lender shall not be required to issue, amend or increase any Letter of Credit, unless the Swingline Lender or the Issuing Lender, as the case may be, shall have entered into arrangements with the Borrower or such Lender, reasonably satisfactory to the Swingline Lender or the Issuing Lender, as the case may be, to defease any risk to it in respect of such Lender hereunder.

In the event that the Administrative Agent, the Borrower, the Swingline Lender and the Issuing Lender each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Loans and L/C Obligations of the Revolving Lenders shall be readjusted to reflect the inclusion of such Lender's Revolving Commitment and on such date such Lender shall purchase at par such of the Revolving Loans (other than Swingline Loans) of other Revolving Lenders as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Revolving Percentage.

2.24

Incremental Facility

(a) The Borrower and the Co-Borrower may, by written notice to the Administrative Agent from time to time request Incremental Term Loans and/or Incremental Revolving Commitments in an aggregate amount not to exceed the Incremental Amount at such time from one or more Incremental Term Lenders and/or Incremental Revolving Lenders (which may include any existing Lender) willing to provide such Incremental Term Loans and/or Incremental Revolving Commitments, as the case may be, in their own discretion; provided, that no Lender will be required to participate in any Incremental Facility without its consent and each Incremental Term Lender and/or Incremental Revolving Lender, if not already a Lender hereunder, shall be subject to the approval (which approval shall not be unreasonably withheld or delayed) of the Administrative Agent (solely to the extent the Administrative Agent's consent would otherwise be required for an assignment to such Incremental Term Lender or Incremental Revolving Lender, as applicable, in accordance with Section 10.6 hereof) and, in the case of Incremental Revolving Lenders only, the Issuing Lender. Such notice shall set forth (i) the amount of the Incremental Term Loans and/or Incremental Revolving Commitments being requested (which shall be (1) with respect to Incremental Term Loans, in minimum increments of \$10,000,000, (2) with respect to Incremental Revolving Commitments, in minimum increments of \$5,000,000 or (3) equal

to the remaining Incremental Amount at such time), (ii) the date, which shall be a Business Day, on which such Incremental Term Loans are requested to be made and/or Incremental Revolving Commitments are requested to become effective (the “Increased Amount Date”) pursuant to an Incremental Facility Activation Notice, (iii) in the case of Incremental Term Loans, whether such Incremental Term Loans are to be on the same terms as the outstanding Term Loans or with terms different from the outstanding Term Loans, (iv) the use of proceeds for such Incremental Term Loan and/or Incremental Revolving Commitment and (v) pro forma financial calculations demonstrating compliance with the requirements under clause (iii) of Section 2.24(c).

- (b) The Borrower, the Co-Borrower and each Incremental Term Lender and/or Incremental Revolving Lender shall execute and deliver to the Administrative Agent an Incremental Assumption Agreement and such other documentation as the Administrative Agent shall reasonably specify to evidence the Incremental Term Loans of such Incremental Term Lender and/or Incremental Revolving Commitment of such Incremental Revolving Lender. If at the time of any Incremental Revolving Commitments the Revolving Commitments are still in effect, the Incremental Revolving Commitment shall be on terms and pursuant to documentation applicable to the Revolving Commitments. Each Incremental Assumption Agreement relating to Incremental Term Loans shall specify the terms of the Incremental Term Loans to be made thereunder (including any “most favored nation” pricing provisions applicable to such Incremental Term Loans); provided that (i) the maturity date of any Incremental Term Loan shall be no earlier than the maturity date for the existing Term Loans, (ii) the weighted average life to maturity of any Incremental Term Loan shall be no shorter than the remaining weighted average life to maturity of the existing Term Loans (other than as necessary, if applicable, to make such Incremental Term Loan fungible with the existing Term Loans), (iii) if the total yield in respect of any Incremental Term Loans that would be considered tranche A term loans under then-existing customary market convention exceeds the total yield for the existing Term Loans by more than ½ of 1% (it being understood that any such excess may take the form of original issue discount (“OID”), with OID being equated to the interest rates in a manner reasonably determined by the Administrative Agent based on an assumed four-year life to maturity), the Applicable Margin for the existing Term Loans shall be increased so that the total yield in respect of such Incremental Term Loans is no more than ½ of 1% higher than the total yield for the existing Term Loans; provided that, in determining the interest rate margins applicable to any Incremental Term Loans and the existing Term Loans (x) any OID and upfront fees (which shall be deemed to constitute like amounts of OID) but excluding any arrangement, underwriting or similar fee paid to the Administrative Agent or the arrangers under any Incremental Term Loans and the existing Term Loans in the initial primary syndication thereof shall be included and equated to interest rate and (y) the excess of any Eurodollar Rate “floor” over three-month Eurodollar Rate and the excess of any ABR “floor” over the ABR, in each case without duplication as of the date of drawing of such Incremental Term Loans (disregarding such “floors” in determining the three-month Eurodollar Rate and ABR on such date), shall be equated to interest margin on the Incremental Term Loans, (iv) the Incremental Term Loans will rank pari passu in right of payment and security with the existing Term Loans, (v) the Incremental Term Loans shall share ratably in any optional or mandatory prepayments of the Term Facility unless the lenders with respect to the applicable Incremental Term Loans and the Borrower agree to a less than ratable share of such prepayments and (vi) to the extent the terms or documentation for Incremental Term Loans are not consistent with the terms of the existing Term Loans (except to the extent permitted by the foregoing clauses (i) through (iii) and clause (v)) they shall be reasonably satisfactory to the Administrative Agent. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Incremental Assumption Agreement. Each of the parties hereto hereby agrees that, upon the effectiveness of any Incremental Assumption Agreement, this Agreement shall be amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Incremental Term Loans and/or Incremental Revolving Commitments evidenced thereby. Any such deemed amendment may be memorialized in writing by the Administrative Agent with the

Borrower's consent (not to be unreasonably withheld) and furnished to the other parties hereto without their consent.

- (c) Notwithstanding the foregoing, no Incremental Term Loan may be made and no Incremental Revolving Commitment shall become effective under this Section 2.24 unless (i) on the date on which such Loan is made or the date of such effectiveness and after giving effect to the Incremental Term Loans and/or Incremental Revolving Loans requested to be made on such date, the conditions set forth in Section 5.2 shall be satisfied and the Administrative Agent shall have received a certificate to that effect dated such date and executed by a Responsible Officer of the Borrower, (ii) the Administrative Agent shall have received board resolutions and other closing certificates and documentation as may be required by the relevant Incremental Assumption Agreement which, to the extent required, shall be consistent with the related documentation delivered on the Restatement Date and such additional documents and filings (including amendments to the Mortgages and other Security Documents and title endorsement bring downs) as the Administrative Agent may reasonably require to assure that the Incremental Term Loans and/or Incremental Revolving Loans are secured by the Collateral ratably with the existing Term Loans and Revolving Loans, and (iii) the Borrower and its Subsidiaries would be in compliance on a pro forma basis with the financial covenants set forth in Section 7.1 recomputed as of the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available, after giving effect to such Incremental Term Loans and/or Loans to be made as of such date under the Incremental Revolving Commitment (and assuming such Incremental Revolving Commitments are fully drawn) and the application of the proceeds therefrom as if made and applied on such date; provided that in the case of any Incremental Term Loans the proceeds of which shall be used to consummate an acquisition permitted by this Agreement for which the Borrower has determined, in good faith, that limited conditionality with respect to financing is required (any such acquisition, a "Limited Conditionality Acquisition"), in lieu of satisfying clauses (i) and (iii) above, such Incremental Term Loans may be made if (x) as of the date of entry into the definitive documentation in respect of such Limited Conditionality Acquisition (the "Limited Conditionality Acquisition Agreement"), (1) no Default or Event of Default shall have occurred and be continuing or would arise after giving effect thereto, (2) the representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct in all material respects (or in all respects if qualified by materiality) on and as of such date and (3) the Borrower and its Subsidiaries would be in compliance on a pro forma basis with the financial covenants set forth in Section 7.1 recomputed as of the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available, after giving effect to such Incremental Term Loans and any Incremental Revolving Commitment to be made on the applicable Increased Amount Date (and assuming any such Incremental Revolving Commitments are fully drawn) and the application of the proceeds therefrom as if made and applied on such date and (y) as of the applicable Increased Amount Date, (1) no Event of Default under Section 8(a) or (f) shall have occurred and be continuing and (2) the representations and warranties of each Loan Party set forth in the Loan Documents that are those customarily made in connection with acquisition financings (as determined by the Borrower and the Lenders in respect of such Incremental Term Loans) shall be true and correct in all material respects (or in all respects if qualified by materiality) on and as of such date.
- (d) Each of the parties hereto hereby agrees that the Administrative Agent may take any and all action as may be reasonably necessary to ensure that all Incremental Term Loans and/or Incremental Revolving Loans, when originally made, are included in each borrowing of outstanding Term Loans or Revolving Loans on a pro rata basis, that each Incremental Term Lender and each Incremental Revolving Lender shall be included in the definitions of Required Lenders and Majority Facility Lenders, and the Borrower agrees that Section 2.12 shall apply to any conversion of Eurodollar Loans to ABR Loans reasonably required by the Administrative Agent to effect the foregoing. For the avoidance of doubt, it is understood that the Revolving Facility shall be increased in an amount equal to the aggregate Incremental Revolving Commitments.

. (a) No later than 1:00 P.M. (New York City time) on each Calculation Date, the Administrative Agent shall determine the Exchange Rate as of such Calculation Date with respect to each applicable non-Dollar currency, provided that, upon receipt of a borrowing notice pursuant to Section 2.5(b), the Administrative Agent shall determine the Exchange Rate with respect to the relevant Foreign Currency on the related Calculation Date (it being acknowledged and agreed that the Administrative Agent shall use such Exchange Rate for the purposes of determining compliance with Section 2.4(b) with respect to such borrowing notice). The Exchange Rates so determined shall become effective on the relevant Calculation Date (a "Reset Date"), shall remain effective until the next succeeding Reset Date and shall for all purposes of this Agreement (other than Section 10.17 and any other provision expressly requiring the use of a current Exchange Rate) be the Exchange Rates employed in converting any amounts between Dollars and any non-Dollar currency.

- (b) No later than 5:00 P.M. (New York City time) on each Reset Date, the Administrative Agent shall determine the aggregate amount of the Dollar Equivalents of (i) the principal amounts of the Foreign Currency Loans then outstanding (after giving effect to any Foreign Currency Loans to be made or repaid on such date) and (ii) the L/C Obligations denominated in any Acceptable Currency then outstanding.
- (c) The Administrative Agent shall promptly notify the Borrower of each determination of an Exchange Rate hereunder.

2.26 Joint and Several Liability of Borrowers. Each of the Borrower and the Co-Borrower hereby acknowledges and agrees that they are co-borrowers with respect to, and have joint and several liability on, the Loans and Reimbursement Obligations and other Obligations, subject only to the limitations of Section 2.1 of the Guarantee and Collateral Agreement. Each of the Borrower's and the Co-Borrower's joint and several liability as co-borrowers hereunder shall not in any manner be impaired or affected by who receives or uses the proceeds of the Loans, or the Letters of Credit, or for what purposes such proceeds are used, and each of the Borrower and the Co-Borrower waives notice of requests for extensions of credit issued by, and the Loans and Letters of Credit made to or for the account of, any other borrower. In furtherance thereof, each of the Borrowers agrees that wherever in this Agreement it is provided that the Borrower or the Co-Borrower is liable for a payment such obligation is the joint and several obligation of each of the Borrower and the Co-Borrower. Each of the Borrowers, to the fullest extent permitted by applicable law, hereby expressly waives and surrenders any defense to its joint and several liability on the Loans, Reimbursement Obligations or other Obligations.

2.27 Borrower Representative. Each of the Borrower and the Co-Borrower hereby irrevocably appoints and designates the Borrower (the "Borrower Representative") as its representative and agent for all purposes under this Agreement and the other Loan Documents, including requests for Loans and Letters of Credit, designation of interest rates, delivery or receipt of communications, preparation and delivery of financial reports, receipt and payment of Obligations, requests for waivers, amendments or other accommodations, actions under the Loan Documents (including in respect of compliance with covenants), and all other dealings with the Lenders, the Issuing Lender and/or the Agents. The Borrower Representative hereby irrevocably accepts such appointment. Each of the Lenders, the Issuing Lender and the Agents shall be entitled to rely upon, and shall be fully protected in relying upon, any notice or communication (including any notice of borrowing) delivered by the Borrower Representative on behalf of the Borrower

and/or the Co-Borrower. Each of the Lenders, the Issuing Lender and/or the Agents may give any notice or communication to the Borrowers (or any one or more of them) hereunder to the Borrower Representative on behalf of the Borrowers (or any one of them). Each of the Lenders, the Issuing Lender and/or the Agents shall have the right, in its discretion, to deal exclusively with the Borrower Representative for any or all purposes under the Loan Documents. Each of the Borrower and the Co-Borrower agrees that any notice, election, communication, representation, agreement or undertaking made on its behalf by the Borrower Representative shall be binding upon and enforceable against it.

SECTION 3. LETTERS OF CREDIT

3.1 L/C Commitment

. (a) Subject to the terms and conditions hereof, the Issuing Lender, in reliance on the agreements of the other Revolving Lenders set forth in Section 3.4(a), agrees to issue standby letters of credit ("Letters of Credit") for the account of the Borrower and the Co-Borrower, as the case may be, on any Business Day during the Revolving Commitment Period in such form as may be approved from time to time by the Issuing Lender; provided that the Issuing Lender shall have no obligation to issue any Letter of Credit if, after giving effect to such issuance, (i) the L/C Obligations would exceed the L/C Commitment, (ii) the aggregate amount of the Available Revolving Commitments would be less than zero or (iii) the aggregate outstanding amount of Letters of Credit issued by it would exceed \$10,000,000. Each Letter of Credit shall (i) be denominated in Dollars or another Acceptable Currency and (ii) expire no later than the earlier of (x) the first anniversary of its date of issuance and (y) the date that is five Business Days prior to the Revolving Termination Date; provided that (1) any Letter of Credit may have an expiry date later than the date referred to in clause (y) above if no later than the 30th day prior to the Revolving Termination Date (or for any Letters of Credit issued after such date, the date of issuance), the Borrower shall deposit in a cash collateral account opened by the Administrative Agent an amount equal to 105% of the aggregate then undrawn and unexpired amount of such Letters of Credit and (2) any Letter of Credit with a one-year term may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (y) above (or, as long as the requirements under clause (1) are satisfied, the first anniversary of the Revolving Termination Date)).

(b) The Issuing Lender shall not at any time be obligated to issue any Letter of Credit if such issuance would conflict with, or cause the Issuing Lender or any L/C Participant to exceed any limits imposed by, any applicable Requirement of Law.

(c) The parties hereto agree that the Existing Letters of Credit will automatically, without any further action on the part of any Person, be deemed to be Letters of Credit hereunder issued hereunder on the Restatement Date for the account of the Borrower. Without limiting the foregoing (i) each such Existing Letter of Credit shall be included in the calculation of the L/C Obligations, (ii) all liabilities of the Borrower and the other Loan Parties with respect to such Existing Letters of Credit shall constitute Obligations and (iii) each Lender shall have reimbursement obligations with respect to such Existing Letters of Credit as provided in Section 3.4.

3.2 Procedure for Issuance of Letter of Credit

. The Borrower and the Co-Borrower, as the case may be, may from time to time request that the Issuing Lender issue a Letter of Credit by delivering to the Issuing Lender at its address for notices specified herein an Application therefor, completed to the reasonable satisfaction of the Issuing Lender, and such other certificates, documents and other papers and information as the Issuing Lender may reasonably request. Upon receipt of any

Application, the Issuing Lender will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall promptly issue the Letter of Credit requested thereby (but in no event shall the Issuing Lender be required to issue any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information reasonably relating thereto) by issuing the original of such Letter of Credit to the beneficiary thereof or as otherwise may be agreed to by the Issuing Lender and the Borrower. The Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower promptly following the issuance thereof. The Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance of each Letter of Credit (including the amount thereof).

3.3 Fees and Other Charges

. (a) The Borrower and the Co-Borrower will pay a fee on all outstanding Letters of Credit at a per annum rate equal to the Applicable Margin then in effect with respect to Eurodollar Loans under the Revolving Facility, shared ratably among the Revolving Lenders and payable quarterly in arrears on each Fee Payment Date after the issuance date. In addition, the Borrower shall pay to the Issuing Lender for its own account a fronting fee of 0.125% per annum on the face amount of each Letter of Credit, payable quarterly in arrears on each Fee Payment Date after the issuance date.

(b) In addition to the foregoing fees, the Borrower and the Co-Borrower shall pay or reimburse the Issuing Lender for such normal and customary costs and expenses as are incurred or charged by the Issuing Lender in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit.

3.4 L/C Participations

. (a) The Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce the Issuing Lender to issue Letters of Credit, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from the Issuing Lender, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Revolving Percentage in the Issuing Lender's obligations and rights under and in respect of each Letter of Credit and the amount of each draft paid by the Issuing Lender thereunder. Each L/C Participant agrees with the Issuing Lender that, if a draft is paid under any Letter of Credit for which the Issuing Lender is not reimbursed in full by the Borrower or the Co-Borrower in accordance with the terms of this Agreement (or in the event that any reimbursement received by the Issuing Lender shall be required to be returned by it at any time), such L/C Participant shall pay to the Issuing Lender upon demand at the Issuing Lender's address for notices specified herein an amount equal to such L/C Participant's Revolving Percentage of the amount that is not so reimbursed (or is so returned). Each L/C Participant's obligation to pay such amount shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such L/C Participant may have against the Issuing Lender, the Borrower, the Co-Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Section 5, (iii) any adverse change in the condition (financial or otherwise) of the Borrower or the Co-Borrower, (iv) any breach of this Agreement or any other Loan Document by the Borrower, the Co-Borrower, any other Loan Party or any other L/C Participant or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(b) If any amount required to be paid by any L/C Participant to the Issuing Lender pursuant to Section 3.4(a) in respect of any unreimbursed portion of any payment made by the Issuing Lender under any Letter of Credit is paid to the Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to the Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average NYFRB Rate during the period from and

including the date such payment is required to the date on which such payment is immediately available to the Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 3.4(a) is not made available to the Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, the Issuing Lender shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to ABR Loans under the Revolving Facility. A certificate of the Issuing Lender submitted to any L/C Participant with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error.

- (c) Whenever, at any time after the Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with Section 3.4(a), the Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower, the Co-Borrower or otherwise, including proceeds of collateral applied thereto by the Issuing Lender), or any payment of interest on account thereof, the Issuing Lender will distribute to such L/C Participant its pro rata share thereof; provided, however, that in the event that any such payment received by the Issuing Lender shall be required to be returned by the Issuing Lender, such L/C Participant shall return to the Issuing Lender the portion thereof previously distributed by the Issuing Lender to it.

3.5 Reimbursement Obligation of the Borrower and the Co-Borrower

. If any draft is paid under any Letter of Credit, the Borrower or the Co-Borrower, as applicable, shall reimburse the Issuing Lender for the amount of the draft so paid not later than 12:00 Noon, New York City time, on (i) the Business Day that the Borrower receives notice of such draft, if such notice is received on such day prior to 10:00 A.M., New York City time, or (ii) if clause (i) above does not apply, the Business Day immediately following the day that the Borrower receives such notice. Each such payment shall be made to the Issuing Lender at its address for notices referred to herein in Dollars and in immediately available funds. Notwithstanding the foregoing, the Borrower or the Co-Borrower, as applicable, may, subject to the conditions to borrowing set forth herein, request in accordance with this Agreement that such payment be financed with a Revolving Loan that is an ABR Loan or a Swingline Loan in an equivalent amount and, to the extent so financed, the obligation of the Borrower or the Co-Borrower, as applicable, to make such payment shall be discharged and replaced by the resulting Revolving Loan or Swingline Loan, as applicable. Interest shall be payable on any such amounts from the date on which the relevant draft is paid until payment in full at the rate set forth in (x) until the Business Day next succeeding the date of the relevant notice, Section 2.14(b) and (y) thereafter, Section 2.14(d). The Borrower shall promptly reimburse Issuing Lender for any taxes, fees, charges or other reasonable out-of-pocket costs or expenses incurred by the Issuing Lender in connection with the payment of a draft under a Letter of Credit which are then invoiced and supported in reasonable detail.

3.6 Obligations Absolute

. The obligations of each of the Borrower and the Co-Borrower under this Section 3 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower or the Co-Borrower may have or have had against the Issuing Lender, any beneficiary of a Letter of Credit or any other Person. Each of the Borrower and the Co-Borrower also agrees with the Issuing Lender that the Issuing Lender shall not be responsible for, and the Reimbursement Obligations of the Borrower and the Co-Borrower under Section 3.5 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower or the Co-Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower or the Co-Borrower against any beneficiary of such Letter of Credit or any such transferee; provided that the foregoing shall not be construed to excuse the Issuing Lender from

liability to the Borrower or the Co-Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrower and the Co-Borrower to the extent permitted by applicable law) suffered by the Borrower or the Co-Borrower that are caused by the Issuing Lender's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of such Issuing Lender (as finally determined by a court of competent jurisdiction), such Issuing Lender shall be deemed to have exercised care in each such determination. The Issuing Lender shall not be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Issuing Lender. Each of the Borrower and the Co-Borrower agrees that any action taken or omitted by the Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct, shall be binding on the Borrower and the Co-Borrower and shall not result in any liability of the Issuing Lender to the Borrower or the Co-Borrower.

3.7 Letter of Credit Payments

. If any draft shall be presented for payment under any Letter of Credit, the Issuing Lender shall promptly notify the Borrower of the date and amount thereof. The responsibility of the Issuing Lender to the Borrower and the Co-Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with such Letter of Credit.

3.8 Applications

. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Section 3, the provisions of this Section 3 shall apply.

3.9 Cash Collateralization

. If on any date the L/C Obligations exceeds the L/C Commitment, then the Borrower shall within three Business Days after notice thereof from the Administrative Agent deposit in a cash collateral account opened by the Administrative Agent an amount equal to such excess plus accrued and unpaid interest thereon.

3.10 Currency Adjustments

. (a) Notwithstanding anything to the contrary contained in this Agreement, for purposes of calculating any fee in respect of any Letter of Credit in respect of any Business Day, the Administrative Agent shall convert the amount available to be drawn under any Letter of Credit denominated in a currency other than Dollars into an amount of Dollars based upon the Exchange Rate.

(b) Notwithstanding anything to the contrary contained in this Section 3, prior to demanding any reimbursement from the L/C Participants pursuant to subsection 3.4 in respect of any Letter of Credit denominated in a currency other than Dollars, the Issuing Lender shall convert the obligation of the Borrower or the Co-Borrower, as applicable, under subsection 3.4 to reimburse the Issuing Lender in such currency into an obligation to reimburse the Issuing Lender in Dollars. The Dollar amount of the reimbursement obligation of the Borrower, the Co-Borrower and the L/C Participants shall be computed by the Issuing Lender based upon the Exchange Rate in effect for the day on which such conversion occurs, as determined by the Administrative Agent in accordance with the terms hereof.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Loans and issue or participate in the Letters of Credit, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Organization; Powers

. The Borrower and each of the Loan Parties is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

4.2 Authorization; Enforceability

. The Transactions to be entered into by each Loan Party are within such Loan Party's powers and have been duly authorized by all necessary action. This Agreement has been duly executed and delivered by the Borrower and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of the Borrower or such Loan Party (as the case may be), enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

4.3 Governmental Approvals; No Conflicts

. The Transactions (a) do not require any material consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect or the failure to obtain would not reasonably be expected to have a Material Adverse Effect, (b) will not violate any applicable law or regulation, the violation of which would reasonably be expected to have a Material Adverse Effect, or the charter, by-laws or other organizational documents of the Borrower or any other applicable Loan Party or any order of any Governmental Authority, the violation of which would reasonably be expected to have a Material Adverse Effect, (c) will not violate or result in a default under any material indenture, agreement or other instrument binding upon the Borrower or any other Loan Party or their assets, or give rise to a right thereunder to require any payment to be made by the Borrower or any other Loan Party, and (d) will not result in the creation or imposition of any Lien on any asset of the Borrower or any other Loan Party, except Liens created under the Loan Documents and Liens permitted under Section 7.3.

4.4 Financial Condition

. The Borrower has heretofore furnished or made available to the Lenders (1) the audited consolidated balance sheet and statements of income, stockholders equity and cash flows of the Borrower as of and for the fiscal years ended December 31, 2014, December 31, 2015 and December 31, 2016, certified by its chief financial officer and (2) the consolidated balance sheet and statements of income, stockholders equity and cash flows of the Borrower as of and for the fiscal quarters ended March 31, 2017, June 30, 2017 and September 30, 2017. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the Borrower and its consolidated Subsidiaries, in each case, as of such dates and for such periods in accordance with GAAP, subject to year-end audit adjustments. Since December 31, 2016, there has been no development or event that has had or could reasonably be expected to have a Material Adverse Effect. Except as disclosed in the financial statements referred to above or the notes thereto and except as set forth in any periodic filing with the Securities and Exchange Commission by the Borrower, after giving effect to the Transactions, none of the Borrower or its Subsidiaries has, as of the Restatement Date, any material contingent liabilities or material unrealized losses except as evidenced by the Loan Documents.

Properties

. (a) The Borrower and each other Loan Party has good title to, or valid leasehold interests in, all its real and personal property material to its business, except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes and except for exceptions to coverage described in a mortgage policy, title insurance or survey accepted by the Administrative Agent, and none of such property is subject to any Lien except as permitted by Section 7.3.

(b)

The Borrower and each other Loan Party owns, is licensed to use, or possesses the right to use all Intellectual Property reasonably necessary to the conduct of its business, and the use thereof by the Borrower and each other Loan Party does not infringe upon the rights of any other Person, except for any such infringements that could not reasonably be expected to result in a Material Adverse Effect.

Litigation and Environmental Matters

. (a) Except as set forth on Schedule 4.6, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened against or affecting any Borrower or any other Loan Party (i) which would reasonably be expected to result in a Material Adverse Effect or (ii) that involve any of the Loan Documents or the Transactions.

(b)

Except with respect to any other matters that could not reasonably be expected to result in a Material Adverse Effect, neither the Borrower nor any other Loan Party (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability, (iv) knows of any basis for any Environmental Liability or (v) has failed to properly dispose of all Hazardous Materials. No Hazardous Materials have been released at any site or facility owned, controlled or operated by any Borrower or any other Loan Party, or by any Borrower or any other Loan Party at any other location, which would reasonably be expected to result in a Material Adverse Effect.

Compliance with Laws

. The Borrower and each other Loan Party is in compliance with all laws, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

Investment Company Status

. Neither the Borrower nor any other Loan Party is an “investment company” as defined in, or subject to regulation under, the Investment Company Act of 1940, as amended.

Taxes

. The Borrower and each other Loan Party have timely filed or caused to be filed all material Tax returns and reports required to have been filed and have paid or caused to be paid all material Taxes required to have been paid by it pursuant to such tax returns and reports, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such other Loan Party, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

ERISA

. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. The present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of ASC Topic 715-30) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of such Plan, and the present value of all accumulated benefit obligations of all

underfunded Plans (based on the assumptions used for purposes of ASC Topic 715-30) did not, as of the date of the most recent financial statements reflecting such amounts, exceed the fair market value of the assets of all such underfunded Plans, in each of such cases so as to cause a Material Adverse Effect.

4.11 Disclosure

. No statement or information contained in this Agreement, any other Loan Document, the Confidential Information Memorandum or any other document, certificate or statement (in each case, other than projections and pro form financial information and information of a general economic or industry specific nature), furnished by or on behalf of any Loan Party to the Administrative Agent or the Lenders, or any of them, for use in connection with the transactions contemplated by this Agreement or the other Loan Documents, contained as of the date such statement, information, document or certificate was so furnished (or, in the case of the Confidential Information Memorandum, as of the Restatement Date), any untrue statement of a material fact or omitted to state a material fact necessary to make the statements contained herein or therein, taken as a whole, in the light of the circumstances under which they were made not materially misleading. 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 such projections and pro forma financial information are furnished, it being recognized by the Lenders 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.

4.12 Subsidiaries

. As of the Restatement Date, the Borrower has no Subsidiaries other than as set forth on Schedule 4.12. As of the Restatement Date, the Borrower owns, directly or indirectly, the stated percentage of the issued and outstanding Capital Stock in and to each Subsidiary listed on Schedule 4.12.

4.13 Insurance

. As of the Restatement Date, all premiums due in respect of all material insurance policies maintained by the Borrower have been paid.

4.14 Labor Matters

. As of the Restatement Date, there are no strikes, lockouts or slowdowns against the Borrower pending or, to the knowledge of the Borrower, threatened. The hours worked by and payments made to employees of each Borrower have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local or foreign law dealing with such matters, except where any such violation could not reasonably be expected to have a Material Adverse Effect. All material payments due from the Borrower, or for which any claim may be made against the Borrower, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of the Borrower except where such non-payment could not reasonably be expected to have a Material Adverse Effect. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which the Borrower is bound.

4.15 Solvency

. Immediately after the consummation of the Transactions to occur on the Restatement Date and immediately following the making of each Loan made on the Restatement Date and after giving effect to the application of the proceeds of such Loans, (a) the assets of the Loan Parties on a consolidated basis, at a "fair valuation", will exceed the amount of their aggregate "liabilities" "contingent or otherwise", as such quoted terms are generally determined in accordance with applicable federal laws governing determinations of insolvency of debtors; (b) the "present fair saleable value" of the aggregate assets of the Loan Parties on a consolidated basis will be greater than "the amount that will be required to pay the probable liability" of the Loan Parties on their aggregate "existing debts as such debts become absolute and matured", as such quoted terms are generally determined in accordance with the applicable federal laws governing determinations of the insolvency of debtors; (c) the Loan Parties on

a consolidated basis will be able to pay their aggregate debts as they become due; and (d) the remaining assets of the Loan Parties on a consolidated basis will not be “unreasonably small” nor constitute “unreasonably small capital” in relation to the business or transactions in which they are engaged or are about to engage as of the Restatement Date, as such quoted terms are generally determined in accordance with applicable federal laws governing determinations of insolvency of debtors. For purposes of this Section 4.15, (a) “debt” means liability on a “claim” and (b) “claim” means any (1) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (2) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

4.16 Federal Regulations

. No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used (a) for “buying” or “carrying” any “margin stock” within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect for any purpose that violates the provisions of the Regulations of the Board or (b) for any purpose that violates the provisions of the Regulations of the Board. No more than 25% of the assets of the Group Members consist of “margin stock” as so defined. If requested by any Lender or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each 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.

4.17 Use of Proceeds

. The proceeds of the Term Loans and Revolving Loans made on the Restatement Date shall be used to satisfy the condition set forth in Section 5.1(a), for the payment of fees and expenses in connection therewith and in connection with the entry into the Loan Documents and for general corporate purposes. The proceeds of the Revolving Loans made after the Restatement Date and the Swingline Loans, the Letters of Credit and any Incremental Term Loans shall be used for working capital needs and general corporate purposes (including the financing of Permitted Acquisitions, the refinancing of Indebtedness to the extent not prohibited by Section 7.9, to make permitted Restricted Payments to the extent permitted by Section 7.6 and to make payments of Convertible Securities permitted by Section 7.9).

4.18 Security Documents

. ~~(a)~~ a The Guarantee and Collateral Agreement is effective to create in favor of the Administrative Agent, for the benefit of the Lenders, a legal, valid and enforceable security interest in the Collateral described therein and proceeds thereof. In the case of the Pledged Stock described in the Guarantee and Collateral Agreement, when stock certificates representing such Pledged Stock are delivered to the Administrative Agent (together with a properly completed and signed stock power or endorsement), and in the case of the other Collateral described in the Guarantee and Collateral Agreement a security interest in which may be perfected by the filing of a financing statement, when financing statements and filings of short form agreements in respect of registered and applied for intellectual property owned by each Loan Party in appropriate form are filed in the appropriate offices with the requisite fee, the Guarantee and Collateral Agreement shall constitute 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 (as defined in the Guarantee and Collateral Agreement), prior and superior in right to any other Person except (i) with respect to Pledged Stock, nonconsensual Liens arising as a matter of law and (ii) in each other case Liens permitted by Section 7.3.

(b) Each Mortgage, when executed and delivered, is effective to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a legal, valid and enforceable Lien on the Mortgaged Property described therein and proceeds thereof, and when such Mortgages are filed in the appropriate recording office, each such Mortgage shall constitute a fully perfected Lien on, and security

interest in, all right, title and interest of the Secured 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 (except Liens permitted by Section 7.3).

4.19 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 been made available under the National Flood Insurance Act of 1968.

4.20 Anti-Terrorism Laws

. The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower and its Subsidiaries and their respective directors, officers, employees and agents are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower, any Subsidiary or any of their respective directors, officers or employees, or (b) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds or other Transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.

4.21 EEA Financial Institutions

. No Loan Party is an EEA Financial Institution.

SECTION 5. CONDITIONS PRECEDENT

5.1 Conditions to Restatement Date

. The agreement of each Lender to make the initial extension of credit requested to be made by it on the Restatement Date is subject to the satisfaction, prior to or concurrently with the making of such extension of credit on the Restatement Date, of the following conditions precedent:

- (a) Agreement. The Administrative Agent shall have received (i) this Agreement, executed and delivered by the Administrative Agent, the Borrower, the Co-Borrower and each Person listed on Schedule 1.1(A) (it being understood that a signature page to the Replacement Facility Amendment shall be deemed execution of this Agreement) and (ii) all Existing Term Loans shall have been replaced with Term Loans hereunder and all Existing Revolving Commitments and Existing Revolving Loans shall have been replaced with Revolving Commitments and Revolving Loans hereunder (and all accrued interest on the Existing Term Loans, Existing Revolving Commitments and Existing Revolving Loans and other amounts outstanding in respect thereof shall have been paid in full).
- (b) Fees. The Lenders, the Administrative Agent and the Lead Arrangers shall have received all fees required to be paid, and all expenses required to be paid for which invoices have been presented not less than one business day prior to the Restatement Date.
- (c) Approvals. All governmental and third party approvals necessary to consummate the Transactions shall have been obtained and shall be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on the Transactions or the financing thereof.
- (d) Projections. The Administrative Agent shall have received projected consolidated statements of income, balance sheets and statements of cash flow for the Borrower

and its consolidated Subsidiaries, prepared on an annual basis for each fiscal year through the end of the 2022 fiscal year.

- (e) Lien Searches. The Administrative Agent shall have received the results of a recent bring down lien search in each relevant jurisdiction with respect to the Borrower, the Co-Borrower and the Subsidiary Guarantors, and such search shall reveal no Liens on any of the Collateral except for Liens permitted by Section 7.3 and Liens to be discharged on or prior to the Restatement Date pursuant to documentation reasonably satisfactory to the Administrative Agent.
- (f) Closing Certificate; Certified Certificate of Incorporation; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Restatement Date, substantially in the form of Exhibit C, with appropriate insertions and attachments, including the certificate of incorporation of each Loan Party that is a corporation certified by the relevant authority of the jurisdiction of organization of such Loan Party, and (ii) a long form good standing certificate for each Loan Party from its jurisdiction of organization.
- (g) Legal Opinions. (i) The Administrative Agent shall have received the following legal opinions:
- i. the legal opinion of Vedder Price P.C., counsel to the Borrower and its Subsidiaries, in form and substance reasonably acceptable to the Administrative Agent;
 - ii. the legal opinion of the general counsel or associate general counsel of the Borrower and its Subsidiaries, in form and substance reasonably acceptable to Administrative Agent; and
 - iii. the legal opinion such other special and local counsel as may be reasonably required by the Administrative Agent.
- (h) Pledged Stock; Stock Powers; Pledged Notes. The Administrative Agent shall have received (i) the certificates representing the shares of Capital Stock pledged pursuant to the Guarantee and Collateral Agreement, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and (ii) each promissory note (if any) pledged to the Administrative Agent pursuant to the Guarantee and Collateral Agreement endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.
- (i) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement) required by the Security Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 7.3), shall be in proper form for filing, registration or recordation; provided that, such documents do not include and there shall be no requirement to provide as of the Restatement Date (i) lockbox arrangements or control agreements relating bank or security accounts or (ii) mortgages or other means of perfection or control other than through means of the filing of an initial financing statement under the Uniform Commercial Code or as described in Section 5.1(h).

- (j) Other Information. The Administrative Agent shall have received all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act.

For the purpose of determining compliance with the conditions specified in this Section 5.1, each Lender that has signed this Agreement (it being understood that a signature page to the Replacement Facility Amendment shall be deemed execution of this Agreement) shall be deemed to have accepted, and to be satisfied with, each document or other matter required under this Section 5.1 unless the Administrative Agent shall have received written notice from such Lender prior to the proposed Restatement Date specifying its objection thereto.

5.2 Conditions to Each Extension of Credit

. The agreement of each Lender to make any extension of credit requested to be made by it on any date (including its initial extension of credit) is subject to the satisfaction of the following conditions precedent:

- (a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents shall be true and correct in all material respects (or in all respects if qualified by materiality) on and as of such date as if made on and as of such date.
- (b) No Default. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the extensions of credit requested to be made on such date.

Each borrowing by and issuance of a Letter of Credit on behalf of the Borrower or the Co-Borrower hereunder shall constitute a representation and warranty by the Borrower as of the date of such extension of credit that the conditions contained in this Section 5.2 have been satisfied.

SECTION 6. AFFIRMATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or the Administrative Agent hereunder, the Borrower shall and shall cause each of its Subsidiaries to:

6.1 Financial Statements

. Furnish to the Administrative Agent (for distribution to each Lender):

- (a) as soon as available, but in any event within 90 days after the end of each fiscal year of the Borrower, a copy of the audited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, setting forth in each case in comparative form the figures for the previous year, reported on without a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit, by Grant Thornton LLP or other independent certified public accountants of nationally recognized standing;
- (b) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower, the unaudited consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, certified by a Responsible Officer as being

fairly stated in all material respects (subject to normal year-end audit adjustments and absence of footnotes), and

- (c) simultaneously with the delivery of each set of consolidated financial statements referred to in Section 6.1(a) or 6.1(b) above, unaudited financial statements (in substantially the same form as the financial statements delivered pursuant to Sections 6.1(a) and (b) above) prepared on the basis of consolidating the accounts of the Borrower and its consolidated Subsidiaries but treating the Net Smart Joint Venture as if it were not consolidated with the Borrower certified by a Responsible Officer as being fairly stated in all material respects.

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 as approved by such accountants or officer, as the case may be, and disclosed in reasonable detail therein) consistently throughout the periods reflected therein and with prior periods. Notwithstanding the foregoing, with respect to any prior period reporting and reporting required in connection with a change of fiscal year, such reporting shall be prepared in accordance with the applicable SEC reporting requirements.

6.2 Certificates; Other Information

. Furnish to the Administrative Agent (for distribution to each Lender) (or, in the case of clause (g), to the relevant Lender):

- (a) [Reserved];
- (b) concurrently with the delivery of any financial statements pursuant to Section 6.1, (i) a certificate of a Responsible Officer stating that, to the best of each 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 and (ii) in the case of quarterly or annual financial statements, (x) a Compliance Certificate containing all information and calculations necessary for determining compliance by each Group Member with the provisions of this Agreement referred to therein as of the last day of the fiscal quarter or fiscal year of the Borrower, as the case may be, and (y) to the extent not previously disclosed to the Administrative Agent, (1) a description of any change in the jurisdiction of organization of any Loan Party, (2) a list of any Intellectual Property acquired by any Loan Party and which is applied for or registered with the U.S. Patent and Trademark Office, U.S. Copyright Office or analogous office of a foreign jurisdiction and (3) a description of any Person that has become a Group Member, in each case since the date of the most recent report delivered pursuant to this clause (y) (or, in the case of the first such report so delivered, since the Restatement Date);
- (c) as soon as available, and in any event no later than 45 days after the end of each fiscal year of the Borrower (commencing with the fiscal year ending December 31, 2018), (i) a detailed consolidated budget for the following fiscal year (including a projected consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such following fiscal year, the related consolidated statements of projected cash flow and projected income and a description of the underlying assumptions applicable thereto), and, as soon as available, significant revisions, if any, of such budget and projections with respect to such fiscal year (collectively, the "Projections") and (ii) a detailed consolidating budget for the following fiscal year, prepared in the same form as the Projections delivered pursuant to clause (i) above and prepared on the basis of consolidating the accounts of the Borrower and its consolidated Subsidiaries but treating the Net Smart Joint Venture as if it were not consolidated with the Borrower;

- (d) [reserved];
- (e) except to the extent made publicly available, within 5 Business Days after the same are sent, copies of all financial statements and reports that the Borrower sends to the holders of any class of its debt securities or public equity securities and, within 5 Business Days after the same are filed, copies of all financial statements and reports that the Borrower may make to, or file with, the SEC;
- (f) promptly following receipt thereof, copies of (i) any documents described in Section 101(f) of ERISA that any Group Member or any ERISA Affiliate may request with respect to any Plan and (ii) any documents described in Section 101 (k) of ERISA that any Group Member or any ERISA Affiliate may request with respect to any Multiemployer Plan and (iii) any notices described in Section 101(l) of ERISA that any Group Member or any ERISA Affiliate may request with respect to any Multiemployer Plan; provided, that if the relevant Group Member or ERISA Affiliate has not requested such documents or notices from the administrator or sponsor of the applicable Multiemployer Plan, then, upon reasonable request of the Administrative Agent, such Group Member or the ERISA Affiliate shall promptly make a request for such documents or notices from such administrator or sponsor and the Borrower shall provide copies of such documents and notices promptly after receipt thereof; and
- (g) promptly, such additional financial and other information as any Lender may from time to time reasonably request.

6.3 Payment of Taxes

. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material Tax obligations, except where the amount or validity thereof is being or will be timely 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

. Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges, franchises, patents, copyrights, trademarks and trade names, in each case material to the conduct of its business; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 7.4 or any sale, transfer or disposition permitted under Section 7.5; provided, further, that neither the Borrower nor any of its Subsidiaries shall be required to preserve any right or franchise if the Borrower or such Subsidiary shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Borrower or such Subsidiary, as the case may be, and that the loss thereof is not disadvantageous in any material respect to the Borrower, such Subsidiary or the Lenders.

6.5 Maintenance of Property; Insurance

. (a) Keep and maintain all property material to the conduct of its business in good working order and condition, casualty and ordinary wear and tear excepted, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect and (b) maintain, with financially sound and reputable insurance companies insurance in such amounts (with no greater risk retention) and against such risks as are customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations; provided, however, that the Borrower and its Subsidiaries may self-insure to the extent it determines in its good faith reasonable business judgment that such insurance is consistent with prudent business practices. Unless required by applicable laws, neither the Borrower nor any Loan Party shall be required to maintain worker's compensation insurance so long as the Borrower or such Loan Party maintains non-subscriber employer's liability insurance in such amounts (with no greater risk retention)

as are customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations. The Borrower will furnish to the Lenders, upon request of the Administrative Agent or any Lender, information in reasonable detail as to the insurance so maintained.

- (b) With respect to each Mortgaged Property that is located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a “special flood hazard area” with respect to which flood insurance has been made available under Flood Insurance Laws, the applicable Loan Party (i) will maintain, with financially sound and reputable insurance companies (except to the extent that any insurance company insuring the Mortgaged Property of the Loan Party ceases to be financially sound and reputable after the Restatement Date, in which case, the Borrower shall use commercially reasonable efforts to replace such insurance company with a financially sound and reputable insurance company), such flood insurance in such reasonable total amount as the Administrative Agent may from time to time reasonably require, and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (ii) promptly upon request of the Administrative Agent, will deliver to the Administrative Agent evidence of such compliance in form and substance reasonably acceptable to the Administrative Agent, including, without limitation, evidence of annual renewals of such insurance.

6.6 Compliance with Laws

. Comply, and cause each other Loan Party to comply, with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so would not reasonably be expected to result in a Material Adverse Effect. The Borrower shall maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

6.7 Inspection of Property; Books and Records; Discussions

. Keep proper books of record and account in which full, true and correct entries are made of all material dealings and transactions in relation to its business and activities. The Borrower will, and will cause each other Loan Party to, permit any representatives designated by the Administrative Agent or by any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants; provided, that representatives of the Borrower shall have the opportunity to be present at any meeting with its independent accountants, all at such reasonable times and as often as reasonably requested; provided, further, that unless (x) a Default has occurred and is continuing or (y) the Administrative Agent reasonably believes an event has occurred that has a Material Adverse Effect, (i) the Lenders shall coordinate the timing of their inspections with the Administrative Agent and provide reasonable notice thereof, (ii) such inspections shall be limited to once during any calendar year for the Administrative Agent and each other Lender and (iii) neither the Borrower nor any of its Subsidiaries shall be required to pay or reimburse any costs and expenses incurred by any Lender (other than the Administrative Agent) in connection with the exercise of such rights.

6.8 Notices

. Promptly after obtaining knowledge thereof give notice to the Administrative Agent of:

- (a) the occurrence of any Default or Event of Default;
- (b) the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or affecting any Borrower or any other Group Member that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(c) an ERISA Event, as soon as possible and in any event within 10 days after the Borrower knows or has reason to know thereof; and

(d) any development or event that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.8 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.

6.9 Environmental Laws

(a) Comply in all respects with, and ensure compliance in all respects by all tenants and subtenants, if any, with, all applicable Environmental Laws, and obtain and comply in all respects with and maintain, and ensure that all tenants and subtenants obtain and comply in all respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws, except in each case where such failure to comply or maintain would not reasonably be expected to result in a Material Adverse Effect.

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply in all respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws, except where the failure to so conduct, complete or comply would not reasonably be expected to have a Material Adverse Effect.

6.10 Additional Collateral, etc.

(a) With respect to any property having a value of at least \$5,000,000 acquired after the Restatement Date by any Group Member (other than (1) Excluded Property, (2) any property described in paragraph (b), (c) or (d) below, (3) any property subject to a Lien expressly permitted by Section 7.3(m) and (4) property acquired by any Foreign Subsidiary) as to which the Administrative Agent, for the benefit of the Secured Parties, does not have a perfected Lien (except to the extent such property is not required to be subject to a perfected Lien under the terms of the Security Documents due to an explicit exception or applicable threshold amount thereunder), the Borrower shall notify Administrative Agent within the time period specified by the Security Documents or, if no such time period is specified, the Borrower shall promptly notify the Administrative Agent and the Lenders thereof and, if requested by the Administrative Agent (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement or such other documents as the Administrative Agent deems reasonably necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a security interest in such property and (ii) take all actions reasonably necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a perfected first priority security interest in such property (subject to any Lien permitted pursuant to Section 7.3), including the filing of appropriate Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be reasonably requested by the Administrative Agent.

(b) With respect to any fee interest in any real property having a value (together with improvements thereof) of at least \$5,000,000 acquired after the Restatement Date by any Group Member (other than (x) any such real property subject to a Lien expressly permitted by Section 7.3(m) or (p) and (y) Excluded Property), promptly (i) execute and deliver a first priority Mortgage (subject to any Lien permitted pursuant to Section 7.3), in favor of the Administrative Agent, for the benefit of the Secured Parties, covering such real property, (ii) if requested by the Administrative Agent, provide the Secured Parties with (x) title and extended coverage insurance covering such real property in an amount at least equal to the purchase price of such real property (or such other amount as shall be reasonably specified by the Administrative Agent) as well as a current ALTA survey thereof, together with a surveyor's certificate

and (y) any consents or estoppels reasonably deemed necessary or advisable by the Administrative Agent in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Administrative Agent, (iii) deliver notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower and each Group Member relating thereto, together with evidence of flood insurance with respect to each Flood Hazard Property that is located in a community that participates in the National Flood Insurance Program, in each case in compliance with any applicable regulations of the Board of Governors of the Federal Reserve System, in form, substance and amount reasonably satisfactory to the Administrative Agent and (iv) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent. Notwithstanding the foregoing, the Administrative Agent shall not enter into any Mortgage in respect of any real property acquired by the Borrower or any other Loan Party after the Restatement Date until the date that is 45 days after the Administrative Agent has delivered to the Lenders (which may be delivered electronically) the following documents in respect of such real property: (i) completed "Life of Loan" Federal Emergency Management Agency standard flood hazard determination(s) with respect to the Mortgaged Property and related documents with respect to the Mortgaged Property reasonably requested by any Lender; (ii) if such real property is located in a "special flood hazard area", a notification to the Borrower and, if applicable, other Loan Party of that fact and notification to the Borrower and, if applicable, other Loan Party stating whether flood insurance coverage is available, and evidence that the Borrower or, if applicable, other Loan Party to which a notice was sent, has signed and returned the notice; and (iii) if such notice is required to be provided to the Borrower or any other Loan Party and flood insurance is available in the community in which such real property is located, a copy of the policy, or declaration evidencing such required flood insurance in an amount and with terms required by the Flood Insurance Laws.

(c) With respect to any new Material Subsidiary (other than a Foreign Subsidiary or CFC Domestic Subsidiary) created or acquired after the Restatement Date by any Group Member, promptly (i) execute and deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement as the Administrative Agent deems reasonably necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a perfected first priority security interest in the Capital Stock of such new Material Subsidiary that is owned by any Group Member (subject only to non-consensual Liens arising by operation of law), (ii) deliver to the Administrative Agent the certificates representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Group Member, (iii) cause such new Material Subsidiary (A) to become a party to the Guarantee and Collateral Agreement, (B) to take such actions reasonably necessary or advisable to grant to the Administrative Agent for the benefit of the Lenders a perfected first priority security interest in the Collateral described in the Guarantee and Collateral Agreement with respect to such new Material Subsidiary (subject only to Liens permitted under Section 7.3), including the filing of appropriate Uniform Commercial Code financing statements in such jurisdictions as may be required by the Guarantee and Collateral Agreement or by law or as may be reasonably requested by the Administrative Agent and (C) to deliver to the Administrative Agent a certificate of such Material Subsidiary, substantially in the form of Exhibit C, with appropriate insertions and attachments, (iv) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent and (v) if such Material Subsidiary owns any fee interest in any real property having a value (together with improvements thereof) of at least \$5,000,000 and which is not Excluded Property, then Borrower shall comply with Section 6.10(b).

(d) With respect to any new Foreign Subsidiary that is a Material Subsidiary created or acquired after the Restatement Date by any Group Member (other than by any Group Member that is a Foreign Subsidiary), and to the extent relevant and legally permissible to do so, promptly (i) execute and

deliver to the Administrative Agent such amendments to the Guarantee and Collateral Agreement as the Administrative Agent deems reasonably necessary or advisable to grant to the Administrative Agent, for the benefit of the Lenders, a perfected first priority security interest (subject only to non-consensual Liens arising by operation of law) in the Capital Stock of such new Subsidiary that is owned by any such Group Member (provided that in no event shall more than 65% of the total outstanding voting Capital Stock of any such new Subsidiary be required to be so pledged), (ii) deliver to the Administrative Agent the certificates representing such Capital Stock, together with undated stock powers, in blank, executed and delivered by a duly authorized officer of the relevant Group Member, and take such other action as may be reasonably necessary or, in the opinion of the Administrative Agent, desirable to perfect the Administrative Agent's security interest therein, and (iii) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent.

SECTION 7. NEGATIVE COVENANTS

The Borrower hereby agrees that, so long as the Commitments remain in effect, any Letter of Credit remains outstanding or any Loan or other amount is owing to any Lender or the Administrative Agent hereunder, the Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

7.1 Financial Condition Covenants

. (a) Total Leverage Ratio. Permit the Total Leverage Ratio as at the last day of any period of four consecutive fiscal quarters of the Borrower ending during the term of this Agreement to exceed 4.25 to 1.0 (or, during a Total Leverage Holiday Period, 4.50 to 1.0).

(b) [Reserved].

(c) Interest Coverage Ratio. Permit the Interest Coverage Ratio for any period of four consecutive fiscal quarters of the Borrower ending during the term of this Agreement to be less than 3.50 to 1.00.

7.2 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) Indebtedness of (i) any Loan Party to any Subsidiary, (ii) any Subsidiary that is not a Loan Party to any other Subsidiary that is not a Loan Party and (iii) Indebtedness of any Subsidiary that is not a Loan Party to any Loan Party provided that the loan or advance is permitted by Section 7.8;

(c) Guarantee Obligations by (i) any Group Member of the obligations of any Loan Party, (ii) any Subsidiary that is not a Loan Party of the obligations of any other Subsidiary that is not a Loan Party, and (iii) any Loan Party of obligations of any Subsidiary that is not a Loan Party provided that such Guarantee Obligations are permitted by Section 7.8;

(d) Indebtedness outstanding on the Restatement Date and listed on Schedule 7.2(d) and any refinancings, refundings, renewals or extensions thereof (without increasing, or shortening the maturity of, the principal amount thereof);

- (e) Indebtedness (including Capital Lease Obligations) secured by Liens permitted by Section 7.3(m) in an aggregate principal amount at any one time outstanding not to exceed the greater of (x) \$45,000,000 and (y) 3% of Consolidated Tangible Assets (determined at the time of incurrence);
- (f) unsecured Indebtedness of the Borrower or any of its Subsidiaries; provided that (i) at the time such Indebtedness is incurred, (x) the Borrower is in pro forma compliance with Section 7.1, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of the date of, and after giving effect to, such Indebtedness, (y) no Default or Event of Default has occurred and is continuing or would result from the incurrence of such Indebtedness and (z) such Indebtedness has negative covenants and events of default that are no more restrictive, taken as a whole, than the negative covenants and events of default set forth in the Loan Documents as of the date of incurrence of such unsecured Indebtedness and (ii) such Indebtedness has a final maturity date that is at least 91 days after the later of the Revolving Termination Date and the final maturity date of the Term Loans in effect at the time such Indebtedness is incurred; provided further that the aggregate principal amount of Indebtedness incurred pursuant to this Section 7.2(f) by Subsidiaries that are not Loan Parties shall not exceed at any time outstanding the greater of (x) \$30,000,000 and (y) 2% of Consolidated Tangible Assets (determined at the time of incurrence);
- (g) Indebtedness of any Person that becomes a Subsidiary after the Restatement Date in connection with a Permitted Acquisition or otherwise which exists at the time such Person becomes a Subsidiary or is refinanced in contemplation of or in connection with such Person becoming a Subsidiary, and Indebtedness of the Borrower or any Subsidiary in the form of any deferred purchase price or ~~post-closing~~post-closing obligation in connection with a Permitted Acquisition; provided that, the aggregate principal amount of Indebtedness permitted by this clause (g) shall not exceed at any time outstanding the greater of (x) \$100,000,000 and (y) 7% of Consolidated Tangible Assets (determined at the time of incurrence);
- (h) Guarantee Obligations of the Borrower or any other Loan Party in connection with customer financing programs, provided that (i) the Guarantee Obligation shall not exceed the amount received by the Loan Party under the financing program or owed to the Loan Party by the customer and (ii) the aggregate amount of all obligations guaranteed at any point in time shall not exceed \$20,000,000;
- (i) additional Indebtedness of the Borrower or any of its Subsidiaries in an aggregate principal amount (for the Borrower and all Subsidiaries) not to exceed \$100,000,000 at any one time outstanding;
- (j) additional Indebtedness of the Borrower or any of its Subsidiaries in respect of Convertible Securities in an aggregate principal amount (for the Borrower and all Subsidiaries) not to exceed \$350,000,000 and any Permitted Convertible Securities Refinancing Indebtedness (or successive Permitted Convertible Securities Refinancing Indebtedness) in respect thereof;
- (k) to the extent constituting Indebtedness, reimbursement obligations under surety and appeal bonds, performance bonds and other obligations of a like nature, in each case required in the ordinary course of business or in connection with the enforcement of rights, claims or appeals of the Borrower and its Subsidiaries; and
- (l) any operating lease that is treated as a capital lease as a result of an Accounting Change.

. Create, incur, assume or suffer to exist any Lien upon any of its property, whether now owned or hereafter acquired, except:

- (a) Liens for Taxes, fees, assessments or governmental charges not yet due or that are being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with GAAP;
- (b) carriers', warehousemen's, mechanics', materialmen's, repairmen's, suppliers' or other like Liens arising in the ordinary course of business that are not overdue for a period of more than 30 days or that are being contested in good faith by appropriate proceedings;
- (c) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance, old age pensions or other social security or retirement benefits, or similar legislation or to secure public or statutory obligations of the Borrower or any of its Subsidiaries (other than any such obligation imposed pursuant to Section 430(k) of the Code or 303(k) of ERISA);
- (d) pledges or deposits to secure the performance of tenders, government contracts, bids, trade contracts (other than for borrowed money), licenses, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (e) judgment liens in respect of judgments that do not constitute an Event of Default under clause (h) of Section 8;
- (f) rights of set-off of banks or lenders in the ordinary course of banking arrangements;
- (g) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business that, in the aggregate, are not substantial in amount and that do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or any of its Subsidiaries, and Liens or exceptions to coverage described in a mortgage policy, title insurance or survey accepted by Administrative Agent;
- (h) any interest or title of a lessor, sublessor, licensee or licensor under any operating lease or license agreement entered into in the ordinary course of business and not interfering in any material respect with the rights, benefits or privileges of such lease or licensing agreement, as the case may be;
- (i) Liens in favor of payor financial institutions having a right of setoff, revocation, refund or chargeback with respect to money or instruments of the Borrower or any Subsidiary on deposit with or in possession of such financial institution;
- (j) leases or licenses of intellectual property or other assets granted by the Borrower or any Subsidiary in the ordinary course of business and not interfering in any material respect with the ordinary conduct of business of the Borrower or any Subsidiary;
- (k) the filing of UCC financing statements solely as a precautionary measure in connection with any transaction not prohibited hereunder;

- (l) Liens in existence on the Restatement Date listed on Schedule 7.3(l), securing Indebtedness permitted by Section 7.2(d), provided that no such Lien is spread to cover any additional property after the Restatement Date and that the amount of Indebtedness secured thereby is not increased;
- (m) Liens securing Indebtedness of the Borrower or any Subsidiary incurred pursuant to Section 7.2(e) to finance the acquisition of fixed or capital assets, provided that (i) such Liens shall be created substantially simultaneously with the acquisition of such fixed or capital assets, (ii) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and (iii) the amount of Indebtedness secured thereby is not increased;
- (n) Liens created pursuant to the Security Documents;
- (o) any interest or title of a lessor under any lease entered into by the Borrower or any Subsidiary in the ordinary course of its business and covering only the assets so leased;
- (p) any Lien (i) existing on any property or asset prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any property or asset of any Person that becomes a Subsidiary after the Restatement Date prior to the time such Person becomes a Subsidiary and (ii) on cash collateral securing letter of credit obligations, swap agreement obligations, or other banking product obligations of a Person that becomes a Subsidiary after the Restatement Date, provided that (A) such Lien described in clause (i) is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, as applicable, (B) such Lien shall not apply to any other property or asset of the Borrower or any Subsidiary and (C) such Lien shall secure only those obligations that it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as applicable, and any refinancing, refunding, renewals, or extensions thereof (without increasing, or shorting the maturing of, the principal amount thereof);
- (q) Liens securing (i) obligations under performance bonds, surety bonds and letter of credit obligations to provide security for worker's compensation claims and (ii) obligations in respect of bank overdrafts not more than five Business Days overdue, in each case, incurred in the ordinary course of business; and
- (r) Liens not otherwise permitted by this Section so long as neither (i) the aggregate outstanding principal amount of the obligations secured thereby nor (ii) the aggregate fair market value (determined as of the date such Lien is incurred) of the assets subject thereto exceeds (as to the Borrower and all Subsidiaries) \$30,000,000 at any one time.

7.4 Fundamental Changes

. Effect 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) any Subsidiary of the Borrower (i) may be merged or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving corporation), the Co-Borrower (provided that the Co-Borrower shall be the continuing or surviving corporation (it being understood that the Borrowers (other than the Borrower) may merge or consolidate with or into each other, so long as a Borrower shall be the continuing or surviving corporation)) or (other than the Co-Borrower) with or into any Subsidiary Guarantor (provided that the Subsidiary Guarantor shall be the continuing or surviving corporation) and (ii) that is not a Loan Party may be merged or consolidated with any other Subsidiary that is not a Loan Party;

- (b) any Subsidiary of the Borrower (i) may Dispose of any or all of its assets to any Loan Party (upon voluntary liquidation or otherwise) or (ii) that is not a Loan Party may Dispose of any or all of its assets to any other Subsidiary that is not a Loan Party;
- (c) any Disposition permitted by Section 7.5;
- (d) any Subsidiary may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and is not materially disadvantageous to the Lenders; and
- (e) any Investment expressly permitted by Section 7.8 may be structured as a merger, consolidation or amalgamation.

7.5 Disposition of Property

. Dispose of any of its property, whether now owned or hereafter acquired, or, in the case of any Subsidiary, issue or sell any shares of such Subsidiary's Capital Stock to any Person, except:

- (a) sales of inventory, used or surplus equipment in the ordinary course of business;
- (b) Dispositions of used, damaged, worn out, obsolete or surplus property by the Borrower or any Subsidiary in the ordinary course of business and the abandonment or other Disposition of intellectual property, in each case as determined by the Borrower or such Subsidiary in its reasonable judgment to be no longer economically practicable to maintain or useful in the conduct of the business of the Borrower and its Subsidiaries taken as a whole;
- (c) sales, transfers, issuances and dispositions by (i) any Subsidiary to any Loan Party, and (ii) a Subsidiary that is not a Loan Party to any other Subsidiary that is not a Loan Party;
- (d) leases of real or personal property in the ordinary course of business;
- (e) Dispositions of assets to the extent such Dispositions constitute, or are consideration for, Investments or other transactions in compliance with Section 7.4 or Section 7.8; provided that if such assets constitute consideration for any Investment or other permitted transaction, such Disposition is for fair value;
- (f) Dispositions of cash and Cash Equivalents in transactions not prohibited hereby and inventory and goods held for sale in the ordinary course of business;
- (g) Dispositions of accounts receivable in connection with the collection or compromise thereof;
- (h) leases, subleases, assignments, licenses or sublicenses, in each case in the ordinary course of business and which do not materially interfere with the business of the Borrower and the Subsidiaries;
- (i) transfers of property subject to Recovery Events upon receipt of the Net Cash Proceeds of such Recovery Event;
- (j) Restricted Payments permitted by Section 7.6;

- (k) Dispositions of Investments in joint ventures or minority ownership investments to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties or co-owners set forth in joint venture or minority ownership arrangements and similar binding arrangements; and
- (l) other Dispositions; provided that (i) the aggregate revenues in respect of any such Disposition, calculated in the aggregate with the aggregate revenues of all other Dispositions made in accordance with this clause (l) during the preceding four fiscal quarters of the Borrower, does not exceed 25% of total revenues of the Borrower and its Subsidiaries taken as a whole for the four fiscal quarter period ending immediately prior to the consummation of such Disposition, (ii) no Default or Event of Default shall occur or shall reasonably be expected to occur with respect to any Disposition proposed to be consummated pursuant to this clause (l) by virtue of any reduction in the total revenues of the Borrower and its Subsidiaries, (iii) the Disposition shall be made to unaffiliated third parties for fair value and for cash consideration of not less than 70% of the value of the asset disposed and (iv) the Net Cash Proceeds of any Disposition pursuant to this Section 7.5(l) shall be applied to prepay the Term Loans in accordance with, and to the extent required by, Section 2.11(c). For purposes of this Section 7.5(l), the amount (without duplication) of (x) any liabilities of the Borrower or its Subsidiaries that is expressly assumed by the transferee, (y) any notes, securities or similar obligations or items of property received from such transferee that are converted into, sold or exchanged within 180 days of receipt for cash or Cash Equivalents, and (z) any Designated Noncash Consideration having an aggregate fair market value that, when taken together with the fair market value of all other Designated Noncash Consideration previously received and then outstanding does not exceed \$30,000,000 at the time of receipt of such Designated Noncash Consideration (with the fair market value of each item of Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value) shall in each case be deemed to be cash.

7.6 Restricted Payments

. Declare or pay any dividend (other than dividends payable solely in common stock of the Person making such 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 any Group Member, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property of any Group Member (collectively, "Restricted Payments"), except that:

- (a) any Subsidiary may make Restricted Payments to any Loan Party and any Subsidiary that is not a Loan Party may make Restricted Payments to the Group Member that is its parent company;
- (b) [reserved];
- (c) the Borrower may make Restricted Payments pursuant to and in accordance with equity compensation plans, employee stock purchase plans or other benefit plans for management employees, members of the board of directors or consultants of the Borrower and its Subsidiaries provided that the aggregate amount of Restricted Payments made in cash under this clause (c) shall not exceed \$25,000,000 in any fiscal year of the Borrower;
- (d) the Borrower may make Restricted Payments if (i) prior to and after giving effect to the Restricted Payment, the Senior Secured Leverage Ratio, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of the date of, and after giving effect to, such Restricted

Payment, is less than 2.75 to 1.0 and (ii) no Default or Event of Default has occurred and is continuing or would result from such Restricted Payment;

- (e) the Borrower may make Restricted Payments in an aggregate amount (together with the aggregate amount of Prepayments of Convertible Securities and Subordinated Indebtedness made pursuant to Section 7.9(a)(ii)) not in excess of \$50,000,000; provided that (i) the Borrower is in pro forma compliance with Section 7.1, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of the date of, and after giving effect to, such Restricted Payment and (ii) no Default or Event of Default has occurred and is continuing or would result from such Restricted Payment; and
- (f) the Borrower may purchase and settle, and acquire any Capital Stock (or the cash value thereof) pursuant to, and otherwise perform its obligations under, any Permitted Equity Derivative Instruments.

7.7 Reserved

7.8 Investments

. Make any advance, loan, extension of credit (by way of guaranty or otherwise) or capital contribution to, or purchase any Capital Stock, bonds, notes, debentures or other debt securities of, or any assets constituting a business unit of, or make any other similar investment in, any other Person (all of the foregoing, "Investments"), except:

- (a) extensions of trade credit in the ordinary course of business;
- (b) investments in cash or Cash Equivalents;
- (c) Guarantee Obligations permitted by Section 7.2;
- (d) loans and advances to employees of any Group Member in the ordinary course of business (including for travel, entertainment and relocation expenses) in an aggregate amount for all Group Members not to exceed \$5,000,000 at any one time outstanding;
- (e) (i) the contribution by Allscripts Healthcare US, LP of an amount of up to \$30,500,000 to New Dutch CV in exchange for Capital Stock of New Dutch CV, (ii) the contribution by Allscripts Healthcare US, LP of 99% of the beneficial ownership of (and 100% of the legal title of) the Contributed Subsidiaries to New Dutch CV in exchange for Capital Stock of New Dutch CV and (iii) the contribution by Allscripts Healthcare US, LP of up to \$300,000 and 1% of the beneficial ownership of the Contributed Subsidiaries to New US LLC in exchange for Capital Stock of New US LLC, in each case in connection with the 2016 Restructuring;
- (f) Investments in assets useful in the business of the Borrower and its Subsidiaries made by the Borrower or any of its Subsidiaries with the proceeds of any Reinvestment Deferred Amount;
- (g) investments in existence on the Restatement Date and described in Schedule 7.8(g);
- (h) capital contributions, contributions in exchange for Capital Stock or similar investments by the Borrower and its Subsidiaries in Capital Stock in their respective Subsidiaries, provided that (i) the additional aggregate amount (valued at cost) of such investments by Loan

Parties in Subsidiaries that are not Loan Parties (together with additional intercompany loans and advances permitted under the proviso to Section 7.8(i)) during any fiscal year shall not exceed \$30,000,000 and (ii) no Event of Default is then existing or would be caused by such investment;

- (i) loans or advances of money by the Borrower to any Subsidiary and made by any Subsidiary to the Borrower or any other Subsidiary, provided that (i) the additional aggregate amount of such loans and advances made by Loan Parties to Subsidiaries that are not Loan Parties (together with additional investments permitted under the proviso to Section 7.8(h)) during any fiscal year shall not exceed \$30,000,000 and (ii) no Event of Default is then existing or would be caused by such loan or advance;
- (j) guarantee obligations incurred by the Borrower for the benefit of any Subsidiary or by any Subsidiary for the benefit of the Borrower or any other Subsidiary, provided that (i) the aggregate principal amount of Indebtedness or other obligations of Subsidiaries that are not Loan Parties that is guaranteed by any Loan Party shall not exceed \$30,000,000 at any time outstanding and (ii) no Event of Default is then existing or would be caused by the incurrence of such guarantee obligation;
- (k) Permitted Acquisitions;
- (l) Investments consisting of stock, obligations, securities or other property received in settlement of accounts receivable (created in the ordinary course of business) from bankrupt obligors;
- (m) to the extent deemed to be an Investment, Swap Agreements permitted by Section 7.12;
- (n) Investments consisting of non-cash consideration received in connection with any Disposition permitted by Section 7.5;
- (o) guarantee obligations of the Borrower or any Subsidiary of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;
- (p) investments of any Person that becomes a Subsidiary after the Restatement Date in connection with a Permitted Acquisition or otherwise which exists at the time such Person becomes a Subsidiary;
- (q) additional Investments by the Borrower or any of its Subsidiaries in an aggregate amount (valued at cost) not to exceed (i) \$75,000,000 in any calendar year or (ii) \$375,000,000 over the term of this Agreement; provided that amounts repaid or returned to the Borrower or such Subsidiary, as applicable, may be reinvested so long as the total aggregate amount (valued at cost) invested pursuant to this clause (q) (net of any such repaid or returned amounts) does not exceed (x) \$75,000,000 in any calendar year or (y) \$375,000,000 over the term of this Agreement;
- (r) Investments consisting of Permitted Equity Derivative Instruments;
- (s) [Reserved];

- (t) Investments in the Net Smart Joint Venture made when the Net Smart Joint Venture was formed as described in the Existing Credit Agreement, and additional Investments during the five (5) year period following the formation of the Net Smart Joint Venture in an aggregate amount not to exceed \$17,000,000;
- (u) the contribution or transfer of any Foreign Subsidiary (or its assets and operations) existing as of the Restatement Date and any newly formed or acquired Foreign Subsidiary (or its assets and operations) to New Dutch CV or one of its Subsidiaries; provided that (i) the Borrower is in pro forma compliance with Section 7.1, recomputed as of the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of, and after giving effect to, such contribution or transfer and (ii) no Default or Event of Default has occurred and is continuing or would result from such contribution or transfer; and
- (v) other Investments; provided that (i) prior to and after giving effect to such Investment, the Senior Secured Leverage Ratio, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of the date of, and after giving effect to, such Investment, is less than 2.75 to 1.0 and (ii) no Default or Event of Default has occurred and is continuing or would result from such Investment.

7.9 Payments and Modifications of Certain Debt Instruments

. (a) Make or offer to make any optional or voluntary payment, prepayment, repurchase or redemption of or otherwise optionally or voluntarily defease or segregate funds (all such actions, collectively, "Prepayments") with respect to any Convertible Securities or Subordinated Indebtedness, except the Borrower or any Subsidiary may optionally or voluntarily Prepay any Convertible Securities or Subordinated Indebtedness if:

- (i) (x) prior to and after giving effect to such Prepayment, the Senior Secured Leverage Ratio, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of the date of, and after giving effect to, such Prepayment, is less than 2.75 to 1.0 and (y) no Default or Event of Default has occurred and is continuing or would result from such Prepayment;
- (ii) (x) the aggregate amount of Prepayments made pursuant to this Section 7.9(a)(ii) (together with the aggregate amount of Restricted Payments made pursuant to Section 7.6(e)) does not exceed \$50,000,000, (y) the Borrower is in pro forma compliance with Section 7.1, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of the date of, and after giving effect to, such Prepayment and (z) no Default or Event of Default has occurred and is continuing or would result from such Prepayment; or
- (iii) with respect to any Prepayment of Convertible Securities, such Prepayment is made with (x) Permitted Convertible Securities Refinancing Indebtedness or (y) other unsecured Indebtedness permitted by Section 7.2.
- (b) Use the proceeds of Revolving Extensions of Credit to make any payment in respect of any Convertible Securities upon maturity thereof unless prior to and after giving effect to such payment, the Senior Secured Leverage Ratio, recomputed as at the last day of the most recently ended fiscal quarter of the Borrower for which financial statements are available and using Indebtedness as of the date of, and after giving effect to, such payment, is less than 3.25 to 1.0.

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 except (a) transactions in the ordinary course of business that are at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than could be obtained on an arm's-length basis from unrelated third parties; provided that, transactions among the Group Members (and no other Affiliate) may be more favorable to a Loan Party, (b) transactions between or among the Loan Parties not involving any other Affiliate, (c) transactions described on Schedule 7.10, (d) any Affiliate who is an individual may serve as director, officer, employee or consultant of the Borrower or any of its Subsidiaries and may receive reasonable compensation and indemnification and expense reimbursement (including pursuant to plans or policies approved by the board of directors of the Borrower) for his or her services in such capacity, (e) the Borrower or any of its Subsidiaries may enter into nonexclusive licenses of patents, copyrights, trademarks, trade secrets and other intellectual property with the Borrower or any of its Subsidiaries, (f) transactions permitted by Sections 7.2(b) or (c), Sections 7.4(a) or (b) or Section 7.5(c), Restricted Payments permitted by Section 7.6 and any Investment, Loan, advance or guarantee obligation permitted by clauses (d), (e), (g), (h), (i), (j), (o) or (p) of Section 7.8, (g) transition service or similar arrangements, intellectual property licenses, reseller agreements and similar arrangements entered into with the Net Smart Joint Venture upon consummation of the Investments contemplated by Section 7.8(t), (h) sales of common stock of the Borrower to Affiliates of the Borrower not otherwise prohibited by the Loan Documents and the granting of registration and other customary rights in connection therewith and (i) any transaction with an Affiliate where the only consideration paid by any Loan Party is common stock of the Borrower.

Sales and Leasebacks

. Enter into any arrangement with any Person providing for the leasing by any Group Member of real or personal property that has been or is to be sold or transferred by such Group Member to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of such Group Member.

Swap Agreements

. Enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which the Borrower or any Subsidiary has actual exposure (other than those in respect of Capital Stock), (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of the Borrower or any Subsidiary and (c) Permitted Equity Derivative Instruments.

Clauses Restricting Subsidiary Distributions

. Enter into or suffer to exist or become effective any consensual encumbrance or restriction on the ability of (a) any Subsidiary of the Borrower to (A) make Restricted Payments in respect of any Capital Stock of such Subsidiary held by, or pay any Indebtedness owed to, the Borrower or any other Subsidiary of the Borrower, (B) make loans or advances to, or other Investments in, the Borrower or any other Subsidiary of the Borrower or (C) transfer any of its assets to the Borrower or any other Subsidiary of the Borrower, or (b) 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, 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 the Disposition of all or substantially all of the Capital Stock or assets of such Subsidiary, (iii) restrictions, limitations, conditions and prohibitions under or imposed by any indenture, agreement, instrument or other contractual arrangement in effect on the Restatement Date (including this Agreement) and any similar indentures, agreements or instruments to the extent such restrictions, limitations, conditions and prohibitions are no more restrictive, taken as a whole, than those set forth in such existing indentures, agreements or instruments (including this Agreement), (iv) any restrictions consisting of customary provisions contained in leases, licenses and joint ventures and other agreements,

(v) prohibitions or conditions under applicable law, rule or regulation, (vi) any agreement or instrument in effect at the time a Person first became a Subsidiary of the Borrower or the date such agreement or instrument is otherwise assumed by the Borrower or any of its Subsidiaries, so long as such agreement or instrument was not entered into in contemplation of such Person becoming a Subsidiary of the Borrower or such assumption, (vii) customary provisions in organizational documents, asset sale and stock sale agreements and other similar agreements that restrict the transfer of, or Liens on, ownership interests in any partnership, limited liability company or similar Person, (viii) in the case of any joint venture which is not a Loan Party in respect of any matters referred to above, restrictions in such Person's organizational documents or pursuant to any joint venture agreement or stockholders agreements solely to the extent of the Capital Stock of or property held in the subject joint venture or other entity, (ix) any prohibition or limitation that restricted subletting or assignment of, or Lien on, leasehold interests contained in any lease or sublease governing a leasehold interest of the Borrower or a Subsidiary, (x) any agreements governing any purchase money Liens or Capital Lease Obligations otherwise permitted hereby to the extent any prohibition or limitation restricts Liens on the assets financed thereby, (xi) restrictions on cash or other deposits or net worth imposed by suppliers or landlords or customers under contracts entered into in the ordinary course of business, (xii) any instrument governing Indebtedness assumed in connection with any Permitted Acquisition which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired or (xiii) any encumbrances or restrictions imposed by any amendments or refinancings that are otherwise permitted by the Loan Documents or the contracts, instruments or obligations referred to in clauses (vi) or (xii) above, provided that the encumbrance or restriction under such amendment or refinancing is no less favorable to the Lenders than that which existed under the contract, investment or obligation that has been amended or refinanced and was permitted under clause (vi) above.

7.14 Lines of Business

. Enter into any business, either directly or through any Subsidiary, except for those businesses in which the Borrower and its Subsidiaries are engaged on the Restatement Date or that are reasonably related thereto.

7.15 Use of Proceeds

. The Borrower will not request any Borrowing or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its and their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country to the extent such activities, business or transaction would be prohibited by Sanctions if conducted by a corporation or entity incorporated or formed in the United States or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

7.16 Business; Liabilities; Assets of Certain Subsidiaries

. (a) Permit Newco (i) to conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any business or operations other than (x) those incidental to its ownership of the Capital Stock of the Borrower, (y) the maintenance of its corporate existence and (z) legal, tax and accounting matters, (ii) incur, create, assume or suffer to exist any Indebtedness or other liabilities or financial obligations, except (x) nonconsensual obligations imposed by operation of law and (y) obligations with respect to its Capital Stock, or (iii) own, lease, manage or otherwise operate any properties or assets (including cash and cash equivalents) other than the ownership of shares of Capital Stock of the Borrower and any assets incidental thereto.

(b) Permit any Excluded Domestic Subsidiary (i) to conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any material business or operations

other than (x) those incidental to its ownership of the Capital Stock of Foreign Subsidiaries, (y) the maintenance of its corporate existence and (z) legal, tax and accounting matters, (ii) incur, create, assume or suffer to exist any Indebtedness or other material liabilities or financial obligations, except (x) nonconsensual obligations imposed by operation of law and liabilities related to legal, tax and accounting matters and (y) obligations under the Loan Documents, Specified Swap Agreements and Specified Cash Management Agreements, or (iii) own, lease, manage or otherwise operate any material properties or assets (including cash and cash equivalents) other than the ownership of shares of Capital Stock of Foreign Subsidiaries and any assets incidental thereto; provided the foregoing shall not prohibit any Excluded Domestic Subsidiary from engaging in the intercompany transactions referenced in Section 7.10(f) related to the provision of funds between or among the Group Members or indirectly holding an interest in a Subsidiary that is a CFC Domestic Subsidiary.

- (c) Permit any Foreign Holding Company to (i) conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any material business or operations other than (x) those incidental to its ownership of the Capital Stock of Foreign Subsidiaries or the Capital Stock of one or more Disregarded Entities that hold no material assets other than Capital Stock of Foreign Subsidiaries, (y) the maintenance of its corporate existence and (z) legal, tax and accounting matters, (ii) incur, create, assume or suffer to exist any Indebtedness or other material liabilities or financial obligations, except nonconsensual obligations imposed by operation of law and liabilities related to legal, tax and accounting matters, or (iii) own, lease, manage or otherwise operate any material properties or assets (including cash and cash equivalents) other than the ownership of shares of Capital Stock of Foreign Subsidiaries or one or more Disregarded Entities that hold no material assets other than Capital Stock of Foreign Subsidiaries and any assets incidental thereto; provided that the foregoing shall not prohibit any Foreign Holding Company from (1) engaging in the intercompany transactions referenced in Section 7.2(b), Section 7.5(c), Restricted Payments permitted by Section 7.6, and any Investment, Loan or advance permitted by clauses (e), (h) or (i) of Section 7.8, in each case related to the provision of funds between or among the Group Members, (2) indirectly holding an interest in a Subsidiary that is a CFC Domestic Subsidiary, (3) maintaining cash or cash equivalents in connection with cash management for itself and its Subsidiaries, (4) obtaining letters of credit payable in a foreign currency to secure its or its Subsidiaries' obligations and maintaining cash in an amount sufficient to collateralize such letters of credit or (5) holding an interest in Allscripts Healthcare International Holdings, LLC which may obtain letters of credit payable in a foreign currency issued to secure its or its Subsidiaries' obligations and maintaining cash in an amount sufficient to collateralize such letters of credit.

SECTION 8. EVENTS OF DEFAULT

If any of the following events shall occur and be continuing:

- (a) the Borrower or the Co-Borrower shall fail to pay any principal of any Loan or Reimbursement Obligation when due in accordance with the terms hereof; or the Borrower or the Co-Borrower shall fail to pay any interest on any Loan or Reimbursement Obligation, or any other amount payable hereunder or under any other Loan Document, within five Business Days after any 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, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made; or

- (c) any Loan Party shall default in the observance or performance of any agreement contained in clause (i) or (ii) of Section 6.4 (with respect to the existence of the Borrower or the Co-Borrower only), Section 6.8(a) or Section 7 of this Agreement or Section 5.5 of the Guarantee and Collateral 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 30 days after notice to the Borrower from the Administrative Agent or the Required Lenders; or
- (e) any Group Member shall (i) default in making any payment of any principal of any Indebtedness (including any Guarantee Obligation, but excluding the Loans) on the scheduled or original due date with respect thereto; or (ii) default in making any payment of any interest on any such Indebtedness beyond the period of grace, if any, provided in the instrument or agreement under which such Indebtedness was created; or (iii) 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, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or beneficiary of such Indebtedness (or a trustee or agent on behalf of such holder or beneficiary) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or (in the case of any such Indebtedness constituting a Guarantee Obligation) to become payable; provided, that (A) a default, event or condition described in clause (i), (ii) or (iii) of this paragraph (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 clauses (i), (ii) and (iii) of this paragraph (e) shall have occurred and be continuing with respect to Indebtedness the aggregate outstanding principal amount of which is \$35,000,000 or more and (B) neither (i) the Convertible Securities becoming convertible or exchangeable by their terms (other than as a result of a default under the terms of the Convertible Securities), (ii) the conversion or exchange thereof nor (iii) less than an aggregate principal amount of \$35,000,000 of the Convertible Securities becoming due prior to their stated maturity in accordance with their terms as a result of a Specified Change in Control, in each case, whether for or into Capital Stock of the Borrower or any Subsidiary of the Borrower, cash or any combination thereof, shall constitute a Default or an Event of Default pursuant to this paragraph (e); or
- (f) (i) the Borrower, the Co-Borrower or any Material Subsidiary shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, 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, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets; or (ii) there shall be commenced against the Borrower, the Co-Borrower or any Material Subsidiary any case, proceeding or other action of a nature referred to in clause (i) above that (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed or undischarged for a period of 60 days; or (iii) there shall be commenced against the Borrower, the Co-Borrower or any Material Subsidiary 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 60 days from the entry thereof; or (iv) the Borrower, the Co-Borrower or any

Material Subsidiary 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) the Borrower, the Co-Borrower or any Material Subsidiary shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or (vi) the Borrower, the Co-Borrower or any Material Subsidiary shall make a general assignment for the benefit of its creditors; or

- (g) (i) an ERISA Event shall have occurred, (ii) a trustee shall be appointed by a United States district court to administer any Plan, (iii) the PBGC shall institute proceedings to terminate any Plan(s), (iv) any Loan Party or any of their respective ERISA Affiliates shall have been notified by the sponsor of a Multiemployer Plan that it has incurred or will be assessed Withdrawal Liability to such Multiemployer Plan and such entity does not have reasonable grounds for contesting such Withdrawal Liability or is not contesting such Withdrawal Liability in a timely and appropriate manner; or (v) any other event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (v) above, such event or condition, together with all other such events or conditions, if any, could, in the sole judgment of the Required Lenders, reasonably be expected to result in a Material Adverse Effect; or
- (h) one or more judgments or decrees shall be entered against any Group Member involving in the aggregate a liability of \$35,000,000 or more (provided, that any such amount shall be calculated after deducting from the sum so payable any amount of such judgment or order that is covered by a valid and binding policy of insurance in favor of the Borrower or such Subsidiary), and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 30 days from the entry thereof; or
- (i) any of the Guarantee and Collateral Agreement or the Mortgages (if any) shall cease, for any reason, to be in full force and effect, or any Loan Party or any Affiliate of any Loan Party shall so assert, or any Lien created by any of the Guarantee and Collateral Agreement or the Mortgages (if any) shall cease to be enforceable and of the same effect and priority (other than with respect to Liens permitted by Section 7.3) purported to be created thereby (other than due to a perfection defect arising solely from the failure of the Administrative Agent to maintain possessory Collateral or failure of the Administrative Agent to file or maintain a financing statement unless caused by the failure of any Group Member to perform its obligations under the Loan Documents); or
- (j) this Agreement or the guarantee contained in Section 2 of the Guarantee and Collateral Agreement shall cease, for any reason, to be in full force and effect or any Loan Party or any Affiliate of any Loan Party shall so assert; or
- (k) a Change in Control shall have occurred;

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower or the Co-Borrower, automatically the Commitments shall immediately terminate and the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Revolving Commitments to be terminated forthwith, whereupon the Revolving Commitments shall immediately terminate; and (ii) with the consent of the

Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable. With respect to all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower shall at such time deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower and the Co-Borrower hereunder and under the other Loan Documents. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other obligations of the Borrower and the Co-Borrower hereunder and under the other Loan Documents shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower (or such other Person as may be lawfully entitled thereto). 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 and the Co-Borrower.

In addition to any other rights and remedies granted to the Administrative Agent and the Lenders in the Loan Documents, the Administrative Agent on behalf of the Lenders may exercise all rights and remedies of a secured party under the New York Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent shall have those rights and remedies set forth in the Securities Documents, which rights and remedies are hereby incorporated herein by reference.

SECTION 9. THE AGENTS

9.1 Appointment

. Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

9.2 Delegation of Duties

. The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

9.3 Exculpatory Provisions

. Neither any Agent nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and

nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Agents under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party a party thereto to perform its obligations hereunder or thereunder. The Agents shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

9.4 Reliance by Administrative Agent

. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy or email message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

9.5 Notice of Default

. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

9.6 Non-Reliance on Agents and Other Lenders

. Each Lender expressly acknowledges that neither the Agents nor any of their respective officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and

without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, advisors, attorneys-in-fact or affiliates.

9.7 Indemnification

. The Lenders agree to indemnify each Agent, each Lead Arranger and their respective officers, directors, employees, affiliates, agents, advisors and controlling persons (each, an “Agent Indemnitee”) (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Aggregate Exposure Percentages in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Exposure Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent Indemnitee in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by such Agent Indemnitee under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Agent Indemnitee’s gross negligence or willful misconduct. The agreements in this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

9.8 Agent in Its Individual Capacity

. Each Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though such Agent were not an Agent. With respect to its Loans made or renewed by it and with respect to any Letter of Credit issued or participated in by it, each Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not an Agent, and the terms “Lender” and “Lenders” shall include each Agent in its individual capacity.

9.9 Successor Administrative Agent

. The Administrative Agent may resign as Administrative Agent upon 10 days’ notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall (unless an Event of Default under Section 8(a) or Section 8(f) with respect to the Borrower or the Co-Borrower shall have occurred and be continuing) be subject to approval by the Borrower (which approval shall not be unreasonably withheld or delayed), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term “Administrative Agent” shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent’s rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted

appointment as Administrative Agent by the date that is 10 days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective, and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Section 9 and of Section 10.5 shall continue to inure to its benefit.

9.10 Lead Arrangers, Syndication Agents and Co-Documentation Agents

. The Lead Arrangers, the Syndication Agents and the Co-Documentation Agents shall not have any duties or responsibilities hereunder or any other Loan Document in its capacity as such.

9.11 Credit Bidding

. The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Credit Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 10.1), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of the relevant Obligations which were credit bid, interests, whether as equity, partnership, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action, and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason, such Obligations shall automatically be reassigned to the Secured Parties pro rata and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any

designee of the Secured Party which will receive interests in or debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

SECTION 10. MISCELLANEOUS

10.1

Amendments and Waivers

. Subject to Section 2.16(b) of Section 2.16(c), neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 10.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Document may, from time to time, (a) enter into written amendments, 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 Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, 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, however, that no such waiver and no such amendment, supplement or modification shall (i) forgive the principal amount or extend the final scheduled date of maturity of any Loan, extend the scheduled date of any amortization payment in respect of any Term Loan, reduce the stated rate of any interest or fee payable hereunder (except (x) in connection with the waiver of applicability of any post-default increase in interest rates (which waiver shall be effective with the consent of the Majority Facility Lenders of each adversely affected Facility) and (y) that any amendment or modification of defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (i)) or extend the scheduled date of any payment thereof, or increase the amount or extend the expiration date of any Lender's Revolving Commitment, in each case without the written consent of each Lender directly affected thereby; (ii) eliminate or reduce the voting rights of any Lender under this Section 10.1 without the written consent of such Lender; (iii) reduce any percentage specified in the definition of Required Lenders, consent to the assignment or transfer by the Borrower or the Co-Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, release all or substantially all of the Collateral or release all or substantially all of the Subsidiary Guarantors from their obligations under the Guarantee and Collateral Agreement, in each case without the written consent of all Lenders; (iv) amend, modify or waive any provision of Sections 2.17(a), (b) or (c) in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender directly affected thereby; (v) reduce the amount of Net Cash Proceeds required to be applied to prepay Term Loans under this Agreement without the written consent of the Majority Facility Lenders with respect to the Term Facility; (vi) reduce the percentage specified in the definition of Majority Facility Lenders with respect to any Facility without the written consent of all Lenders under such Facility; (vii) amend, modify or waive any provision of Section 9 or any other provision of any Loan Document that affects the Administrative Agent without the written consent of the Administrative Agent; (viii) amend, modify or waive any provision of Section 2.6 or 2.7 without the written consent of the Swingline Lender; (ix) amend, modify or waive any provision of Section 3 without the written consent of the Issuing Lender; (x) amend, modify or waive any provision of Section 5.2 without the written consent of the Majority Facility Lenders with respect to the Revolving Facility; (xi) amend, modify or waive any provision of Section 2.23 without the written consent of the Administrative Agent, the Swingline Lender and the Issuing Lenders; or (xii) amend, modify or waive any provision of Section 10.15(a) with respect to Refusing Lenders without the written consent of each Lender directly affected thereby. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Loan Parties, the Lenders, the Administrative Agent and all future holders of the Loans. If an amendment, waiver or modification requires the written consent of all Lenders, a

Defaulting Lender's vote shall not be included except (i) such Defaulting Lender's Commitment may not be increased or extended without its consent and (ii) the principal amount of, or interest or fees payable on, Loans or L/C Obligations may not be reduced or excused (except as otherwise provided herein) or the scheduled date of payment may not be postponed as to such Defaulting Lender without such Defaulting Lender's consent. In the case of any waiver, the Loan Parties, the Lenders and the Administrative Agent 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 and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon. Any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects any Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender.

Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans and Revolving Extensions of Credit and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders and Majority Facility Lenders.

Furthermore, notwithstanding the foregoing, the Administrative Agent, with the consent of the Borrower, may amend, modify or supplement any Loan Document without the consent of any Lender or the Required Lenders in order to correct, amend or cure any ambiguity, inconsistency or defect or correct any typographical error or other manifest error in any Loan Document.

In addition, notwithstanding the foregoing, this Agreement may be amended with (a) the written consent of the Administrative Agent, the Borrower, the Co-Borrower and the Lenders providing the relevant Replacement Term Loans (as defined below) to permit the refinancing, replacement or modification of all outstanding Term Loans ("Replaced Term Loans") with a replacement term loan tranche hereunder ("Replacement Term Loans"), provided that (i) the aggregate principal amount of such Replacement Term Loans shall not exceed the aggregate principal amount of such Replaced Term Loans, (ii) the Applicable Margin for such Replacement Term Loans shall not be higher than the Applicable Margin for such Replaced Term Loans, (iii) the stated maturity date of such Replacement Term Loans shall be no earlier than the stated maturity date of the Replaced Term Loans and (iv) the weighted average life to maturity of such Replacement Term Loans shall not be shorter than the weighted average life to maturity of such Replaced Term Loans at the time of such refinancing and (b) the written consent of the Administrative Agent, the Borrower, the Co-Borrower and the Lenders providing the relevant Replacement Revolving Commitments (as defined below) to permit the refinancing, replacement or modification of all outstanding Revolving Commitments ("Replaced Revolving Commitments") with a replacement revolving facility hereunder ("Replacement Revolving Commitments"), provided that (a) the aggregate amount of such Replacement Revolving Commitments shall not exceed the aggregate principal amount of the Replaced Revolving Commitments, (b) the Applicable Margin for the loans with respect to such Replacement Revolving Commitments shall not be higher than the Applicable Margin for the loans with respect to such Replaced Revolving Commitments and (c) the termination date of such Replacement Revolving Commitments shall be no earlier than the termination date of the Replaced Revolving Commitments.

10.2

Notices

. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after

being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of the Borrower, the Co-Borrower and the Administrative Agent, and as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

Borrower and Co-Borrower: 222 Merchandise Mart, Suite 2024
Chicago, Illinois 60654
Attention: Dennis M. Olis, Chief Financial Officer
Telephone: (312) 386-6700
Email: Dennis.Olis@allscripts.com

Administrative Agent: JPMorgan Chase Bank, N.A.

10 S. Dearborn
Chicago, IL 60603
Attention: Krys J. Szremski
Telecopy: (312) 377-0185
Telephone: (312) 325-3227

With a copy (in the case of any Borrowing of Foreign Currency Loans):
loan_and_agency_london@jpmorgan.com

provided that any notice, request or demand to or upon the Administrative Agent or the Lenders shall not be effective until received.

Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent, the Borrower or the Co-Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

10.3 No Waiver; Cumulative Remedies

. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any 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 Payment of Expenses

. The Borrower agrees (a) to pay or reimburse the Administrative Agent, the Lead Arrangers for all reasonable out-of-pocket expenses of the Administrative Agent and the Lead Arrangers incurred in connection with the syndication of the Facilities and the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents

prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable and documented fees, disbursements and other charges of one counsel to the Administrative Agent and the Lead Arrangers and, if necessary, one local counsel in any applicable jurisdiction (and, in the case of a conflict of interest, one additional counsel per affected party and any specialist counsel, if reasonably necessary), and filing and recording fees and expenses, with statements with respect to the foregoing to be submitted to the Borrower prior to the Restatement Date (in the case of amounts to be paid on the Restatement Date) and from time to time thereafter on a quarterly basis or such other periodic basis as the Administrative Agent shall deem appropriate, (b) to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including the fees and disbursements of counsel (including the allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent, (c) [reserved] and (d) to pay, indemnify, and hold each Lender, each Lead Arranger, each Agent and their respective officers, directors, employees, affiliates, agents, advisors and controlling persons (each, an “Indemnitee”) harmless from and against any and all other liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower or any other Loan Party with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including any of the foregoing relating to the use of proceeds of the Loans or the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of any Group Member or any of the Properties and the reasonable fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under any Loan Document (all the foregoing in this clause (d), collectively, the “Indemnified Liabilities”), provided, that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from (i) the gross negligence or willful misconduct of such Indemnitee or (ii) from a material breach by the relevant Indemnitee of the express contractual obligations under the Loan Documents pursuant to a claim made by the Borrower. Without limiting the foregoing, and to the extent permitted by applicable law, each of the Borrower and the Co-Borrower agrees not to assert and to cause its Subsidiaries not to assert, and hereby waives and agrees to cause its Subsidiaries to waive, all rights for contribution or any other rights of recovery with respect to all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature, under or related to Environmental Laws, that any of them might have by statute or otherwise against any Indemnitee. All amounts due under this Section 10.5 shall be payable not later than 10 days after written demand therefor. Statements payable by the Borrower pursuant to this Section 10.5 shall be submitted to Dennis M. Olis, Chief Financial Officer (Telephone No. (312) 386-6700) (email: Dennis.Olis@allscripts.com), at the address of the Borrower set forth in Section 10.2, or to such other Person or address as may be hereafter designated by the Borrower in a written notice to the Administrative Agent. The agreements in this Section 10.5 shall survive the termination of this Agreement and the repayment of the Loans and all other amounts payable hereunder.

. (a) 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 (including any affiliate of the Issuing Lender that issues any Letter of Credit), except that (i) subject to Section 2.10(b), neither the Borrower nor the Co-Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower or the Co-Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more assignees (each, an “Assignee”) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans at the time owing to it) with the prior written consent of:

(A) the Borrower (such consent not to be unreasonably withheld), provided that no consent of the Borrower shall be required for an assignment to a Lender, an affiliate of a Lender, an Approved Fund (as defined below) or, if an Event of Default has occurred and is continuing, any other Person; provided further that the Borrower shall be deemed to have consented to any assignment if it shall not have responded to a consent request with respect thereto within 10 Business Days of written receipt thereof;

(B) the Administrative Agent (such consent not to be unreasonably withheld), provided that no consent of the Administrative Agent shall be required for (i) an assignment of all or any portion of a Term Loan to a Lender, an affiliate of a Lender or an Approved Fund or (ii) an assignment of all or a portion of the Revolving Facility to a Revolving Lender or an affiliate of a Revolving Lender; and

(C) the Issuing Lender (such consent not to be unreasonably withheld), provided that no consent of the Issuing Lender shall be required for (i) an assignment of all or any portion of a Term Loan or (ii) an assignment of all or a portion of the Revolving Facility to a Revolving Lender or an affiliate of a Revolving Lender.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender, an affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender’s Commitments or Loans under any Facility, the amount of the Commitments or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than \$5,000,000 in the case of the Revolving Facility or \$1,000,000 in the case of the Term Facility unless each of the Borrower and the Administrative Agent otherwise consent, provided that (1) no such consent of the Borrower shall be required if an Event of Default has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its affiliates or Approved Funds, if any;

(B) (1) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500 and (2) the assigning Lender shall have paid in full any amounts owing by it to the Administrative Agent;

- (C) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an administrative questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws;
- (D) none of the Borrower or any of its Subsidiaries or Affiliates, nor any natural Person or any Defaulting Lender may be an Assignee; and
- (E) without the prior written consent of the Administrative Agent, no assignment shall be made to a prospective Assignee that bears a relationship to the Borrower described in Section 108(e)(4) of the Code.

For the purposes of this Section 10.6, "Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an affiliate of a Lender or (c) an entity or an affiliate of an entity that administers or manages a Lender.

- (iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) below, from and after the effective date specified in each Assignment and Assumption the Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.18, 2.19, 2.20 and 10.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 10.6 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.
- (iv) The Administrative Agent, acting for this purpose as an agent of the Borrower and the Co-Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount (and stated interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Co-Borrower, the Administrative Agent, the Issuing Lender and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary.
- (v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Assignee, the Assignee's completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for

purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

- (c) (i) Any Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations (C) none of the Borrower or any of its Subsidiaries or Affiliates may be a Participant, and (D) the Borrower, the Co-Borrower, the Administrative Agent, the Issuing Lender and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) requires the consent of each Lender directly affected thereby pursuant to the proviso to the second sentence of Section 10.1 and (2) directly affects such Participant. Subject to paragraph (c)(ii) of this Section, each of the Borrower and the Co-Borrower agrees that each Participant shall be entitled to the benefits, and subject to the burdens, of Sections 2.18, 2.19 and 2.20 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.7(b) as though it were a Lender, provided such Participant shall be subject to Section 10.7(a) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower and the Co-Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement, notwithstanding any notice to the contrary.
- (ii) A Participant shall not be entitled to receive any greater payment under Section 2.18 or 2.19 than the applicable Lender would have been entitled to receive (under such Sections and taking into account the portion of the Loan represented by such participation) with respect to the participation sold to such Participant except to the extent such entitlement to receive a greater payment results from a change in law that occurs after the Participant acquired the applicable participation. In no event shall any Participant be entitled to any benefits of Section 2.19 unless such Participant complies with Sections 2.19(e) and (h) as though it were a Lender. Any Participant that makes a claim under Section 2.18 or Section 2.19 shall also be subject to Section 2.21 and Section 2.22 as fully as if it were a Lender hereunder.
- (d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or Assignee for such Lender as a party hereto.

(e) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue Notes to any Lender requiring Notes to facilitate transactions of the type described in paragraph (d) above.

(f) Notwithstanding the foregoing, any Conduit Lender may assign any or all of the Loans it may have funded hereunder to its designating Lender without the consent of the Borrower or the Administrative Agent and without regard to the limitations set forth in Section 10.6(b). Each of the Borrower, the Co-Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

10.7 Adjustments; Set-off

(a) Except to the extent that this Agreement or a court order expressly provides for payments to be allocated to a particular Lender or to the Lenders under a particular Facility, if any Lender (a "Benefitted Lender") shall receive any payment of all or part of the Obligations owing to it (other than in connection with an assignment made pursuant to Section 10.6), or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 8(f), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the Obligations owing to such other Lender, such Benefitted Lender shall purchase for cash from the other Lenders a participating interest in such portion of the Obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefitted Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefitted Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender shall have the right during the existence of an Event of Default, without notice to the Borrower or the Co-Borrower, any such notice being expressly waived by each of the Borrower and the Co-Borrower to the extent permitted by applicable law, upon any Obligations becoming due and payable by the Borrower or the Co-Borrower (whether at the stated maturity, by acceleration or otherwise), to apply to the payment of such Obligations, by setoff or otherwise, any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender, any affiliate thereof or any of their respective branches or agencies to or for the credit or the account of the Borrower or the Co-Borrower. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such application made by such Lender, provided that the failure to give such notice shall not affect the validity of such application.

10.8 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 email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

(b)

The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement, any other Loan Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Loan Party hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, and the Borrower and the Loan Parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document shall have the same legal effect, validity and enforceability as any paper original, (ii) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person’s business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document based solely on the lack of paper original copies of this Agreement, such other Loan Document, including with respect to any signature pages thereto and (iv) waives any claim against any Lender or any of its Affiliates for any liabilities arising solely from the Administrative Agent’s and/or any Lender’s reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any liabilities arising as a result of the failure of the Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

10.9 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.

10.10 Integration

. This Agreement and the other Loan Documents represent the entire agreement of the Borrower, the Co-Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

10.11 GOVERNING LAW

. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY,**

10.12

Submission To Jurisdiction; Waivers

. Each of the Borrower and the Co-Borrower hereby irrevocably and unconditionally:

- (a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the courts of the United States for the Southern District of New York sitting in the Borough of Manhattan (or, if such courts lack subject matter jurisdiction, the courts of the State of New York sitting in the Borough of Manhattan), and appellate courts thereof; provided, that nothing contained herein or in any other Loan Document will prevent any Lender or the Administrative Agent from bringing any action to enforce any award or judgment or exercise any right under the Security Documents or against any Collateral or any other property of any Loan Party in any other forum in which jurisdiction can be established;
- (b) consents that any such action or proceeding may be brought in such courts and waives 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 court 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 the Borrower at its address set forth in Section 10.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;
- (d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; 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 Section any special, indirect, exemplary, punitive or consequential damages.

10.13

Acknowledgements

. Each of the Borrower and the Co-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; and
- (b) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower and the Co-Borrower, on the one hand, and the Lenders, on the other hand.

10.14

No Fiduciary Duty

. The Credit Parties and their Affiliates may have economic interests that conflict with those of the Group Members and their Affiliates. Each of the Borrower and the Co-Borrower agrees that nothing in the Loan Documents will be deemed to create an advisory, agency or fiduciary relationship or other implied duty between any Credit Party, on the one hand, and any Group Member on the other. Each of the Borrower and the Co-Borrower acknowledges and agrees that (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Credit Parties, on the

one hand, and the Group Members, on the other, and (ii) no Credit Party has assumed an advisory or fiduciary responsibility in favor of any Group Member with respect to the Loan Documents (or the exercise of rights or remedies with respect thereto) or any other obligation to the Group Members with respect thereto except the obligations expressly set forth in the Loan Documents. Each of the Borrower and the Co-Borrower acknowledges and agrees that the Borrower and the Co-Borrower has consulted its own legal and financial advisors to the extent it deemed appropriate in connection with the Loan Documents and that it is responsible for making its own independent judgment with respect to the Loan Documents or the credit transactions contemplated hereby. Each of the Borrower and the Co-Borrower agrees that it will not claim any Credit Party has rendered advisory services or owes a fiduciary or similar duty to the Borrower or the Co-Borrower, in connection with the Loan Documents. The provisions of this Section 10.14 shall not apply to the financial advisory and underwriting services provided by the Lead Arrangers or any of their respective affiliates to one or more of the Group Members pursuant to other agreements.

10.15

Additional Borrowers

. (a) The Borrower may designate any wholly owned Subsidiary as a co-borrower under the Revolving Commitments or any Incremental Facility (an “Additional Borrower”); provided that the Administrative Agent shall be reasonably satisfied that, with respect to any such Subsidiary which is a Foreign Subsidiary (and subject to clause (b) below), the Lenders may make loans and other extensions of credit to such Subsidiary in Dollars and Foreign Currencies in such person’s jurisdiction in compliance with applicable laws and regulations, without being required or qualified to do business in such jurisdiction and without being subject to any unreimbursed or unindemnified Tax or other expense. Such wholly owned Subsidiary shall become an Additional Borrower and a party to this Agreement, and all references to the “Co-Borrower” shall be to such Additional Borrower, as applicable, upon (i) the receipt by the Administrative Agent of (A) a joinder agreement, in form and substance satisfactory to the Administrative Agent, executed by such Subsidiary and the Borrower, (B) an acknowledgement and confirmation by the Guarantors of their guarantee in respect of the Obligations of such Subsidiary, (C) an amendment and/or supplement to the Security Documents executed by the applicable Loan Parties and such Subsidiary, to the extent reasonably requested by the Administrative Agent, (D) corporate or other applicable resolutions, other corporate or other applicable documents, certificates and legal opinions in respect of such Subsidiary substantially equivalent to comparable documents delivered on the Restatement Date and (E) such other documents or information with respect thereto (including all documentation and other information required under the Patriot Act) as the Administrative Agent (on behalf of itself and the Lenders) shall reasonably request and (ii) the Revolving Lenders being provided with (A) five Business Days’ prior notice of any Additional Borrower that is a Domestic Subsidiary being added under the Revolving Facility pursuant to this Section 10.15 and (B) 10 Business Days’ prior notice of any Additional Borrower that is a Foreign Subsidiary being added under the Revolving Facility pursuant to this Section 10.15; provided that no Revolving Lender that notifies the Administrative Agent within five Business Days of receipt of the notice contemplated by this clause (ii)(B) that it is unable or unwilling to lend Revolving Loans to, and participate in Letters of Credit issued for the account of, such Foreign Subsidiary (any such Lender, a “Refusing Lender”) shall be a Lender to, or L/C Participant in respect of Letters of Credit issued for the account of, such Foreign Subsidiary.

(b) In order to accommodate (i) the addition of a Foreign Subsidiary as an Additional Borrower or (ii) extensions of credit to an Additional Borrower that is a Foreign Subsidiary, in each case, where one or more Revolving Lenders are able and willing to lend Revolving Loans to, and participate in Letters of Credit issued for the account of, such Foreign Subsidiary, but other Revolving Lenders are not so able and willing (as notified by such Revolving Lenders to the Administrative Agent within five Business Days’ receipt of notice that a Foreign Subsidiary is being added as an Additional Borrower), the Administrative Agent shall be permitted, with the

consent of the Borrower, to effect such changes to the provisions of this Agreement as it reasonably believes are appropriate in order for such provisions to operate in a customary and usual manner for “multiple-currency” syndicated lending agreements to a corporation and certain of its foreign subsidiaries, all with the intention of providing procedures for the Revolving Lenders who are so able and willing to extend credit to such Foreign Subsidiaries and for the other Revolving Lenders not to be required to do so. Prior to effecting any such changes, the Administrative Agent shall give all Revolving Lenders at least five Business Days’ notice thereof and an opportunity to comment thereon.

10.16

Releases of Guarantees and Liens

. (a) Notwithstanding anything to the contrary contained herein or in any other Loan Document, the Administrative Agent is hereby irrevocably authorized by each Lender (without requirement of notice to or consent of any Lender except as expressly required by Section 10.1) to take any action requested by the Borrower having the effect of releasing any Collateral or guarantee obligations (i) to the extent necessary to permit consummation of any transaction not prohibited by any Loan Document or that has been consented to in accordance with Section 10.1 or (ii) under the circumstances described in paragraph (b) below.

(b) At such time as the Loans, the Reimbursement Obligations and the other Obligations under the Loan Documents (other than contingent indemnity and reimbursement obligations not then due and payable and Obligations under or in respect of Specified Swap Agreements or Specified Cash Management Agreements) shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (or all Letters of Credit shall have been fully cash collateralized in accordance with the terms of this Agreement), the Collateral shall be released from the Liens created by the Security Documents, and the Security Documents and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Loan Party under the Security Documents shall terminate, all without delivery of any instrument or performance of any act by any Person.

Each of the Administrative Agent and each Lender agrees to keep confidential all Information (as defined below); provided that nothing herein shall prevent the Administrative Agent or any Lender from disclosing any such information (a) to the Administrative Agent, any other Lender or any affiliate thereof (who shall be informed of the provisions of this Section), (b) subject to an agreement to comply with the provisions of this Section, to any actual or prospective Transferee or any direct or indirect counterparty to any Swap Agreement (or any professional advisor to such counterparty), (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates (who shall be informed of the provisions of this Section), (d) upon the request or demand of any Governmental Authority, (e) to the extent required by any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) to the extent required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed other than due to breach of the provisions of this Section, (h) that becomes available to the Agents on a nonconfidential basis from a source other than the Borrower or any of its subsidiaries, officers, directors, employees or advisors, (i) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender’s investment portfolio in connection with ratings issued with respect to such Lender, or (j) in connection with the exercise of any remedy hereunder or under any other Loan Document, or (j) if agreed by the Borrower in its sole discretion, to any other Person. “Information” means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent, any Issuing Lender or any Lender on a non-confidential basis prior

to disclosure by the Borrower and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information concerning the Borrower and its Affiliates and their related parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including Federal and state securities laws.

All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its administrative questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

10.17 Judgment Currency

(a) The Loan Parties' obligations hereunder and under the other Loan Documents to make payments in Dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than Dollars, except to the extent that such tender or recovery results in the effective receipt by the Administrative Agent or the respective Lender or Issuing Lender of the full amount of Dollars expressed to be payable to the Administrative Agent or such Lender or Issuing Lender under this Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing judgment against any Loan Party in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than Dollars (such other currency being hereinafter referred to as the "Judgment Currency") an amount due in Dollars, the conversion shall be made at the Dollar Equivalent determined as of the Business Day immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "Judgment Currency Conversion Date").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, the Loan Parties shall pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount) as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of Dollars which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.

(c) For purposes of determining the Dollar Equivalent or any other rate of exchange for this Section 10.17, such amounts shall include any premium and costs payable in connection with the purchase of Dollars.

10.18 WAIVERS OF JURY TRIAL

. THE BORROWER, THE CO-BORROWER, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

. Each Lender hereby notifies the Borrower and the Co-Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Patriot Act”), it is required to obtain, verify and record information that identifies the Borrower and the Co-Borrower, which information includes the name and address of the Borrower and the Co-Borrower and other information that will allow such Lender to identify the Borrower and the Co-Borrower in accordance with the Patriot Act.

Section 2.20 Waiver

. Each Lender and the Borrowers agree that (a) any amounts payable to any Continuing Term Lender (as defined in the Replacement Facility Amendment) pursuant to Section 2.20 of the Existing Credit Agreement are hereby waived and (b) with respect to any payment or deemed payment of Existing Revolving Loans on the Restatement Date any amounts payable pursuant to Section 2.20 as a result of such payment or deemed payment are hereby waived by any Continuing Revolving Lender (as defined in the Replacement Facility Amendment) after giving effect to the Restatement Date.

No Novation

. This Agreement shall not extinguish the obligations outstanding under the Security Documents or discharge or release the lien or priority of the Security Documents. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Security Documents, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith. Nothing implied in this Agreement or in any other document contemplated hereby shall be construed as a release or other discharge of any Loan Party as a “Borrower,” “Guarantor,” “Subsidiary Guarantor,” “Loan Party,” or “Grantor” under any Security Document.

Acknowledgement and Consent to Bail-In of EEA Financial Institutions

. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any ~~EEA~~Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of ~~an~~ ~~EEA~~the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by ~~an~~ ~~EEA~~the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an ~~EEA~~Affected Financial Institution; and
- (b) the effects of any Bail-In Action on any such liability, including, if applicable:
 - (i) a reduction in full or in part or cancellation of any such liability;
 - (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such ~~EEA~~Affected Financial Institution, its parent ~~entity~~undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or
 - (iii) the variation of the terms of such liability in connection with the exercise of the ~~Write-Down~~write-down and ~~C~~onversion ~~P~~owers of ~~any~~ ~~EEA~~the applicable Resolution Authority;

Certain ERISA Matters

- (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, solely for the benefit of, the Administrative Agent and the Lead Arrangers and their respective Affiliates (the “Relevant Parties”), and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:
- (i) such Lender is not using “plan assets” of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments;
- (ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable, and the conditions of such exemptions are satisfied and will continue to be satisfied, with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement;
- (iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied, and the conditions of such exemptions are satisfied will continue to be satisfied, with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement; or
- (iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.
- (b) In addition, (I) unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (II) if such sub-clause (i) is not true with respect to a Lender and such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Relevant Parties, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that:
- (i) none of the Relevant Parties is a fiduciary with respect to the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, or any of the other Loan Documents);
- (ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the

Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21, as amended from time to time) and is a bank, an insurance carrier, a registered investment adviser, a registered broker-dealer or other person that has under management or control, total assets of at least \$50,000,000, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E), as amended from time to time;

- (iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies;
 - (iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder; and
 - (v) no fee or other compensation is being paid directly to any Relevant Party for investment advice (as opposed to other services) in connection with the Loans, the Commitments or this Agreement.
- (c) Each of the Administrative Agent and the Lead Arrangers hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans or the Commitments for an amount less than the amount being paid for an interest in the Loans or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

10.24

MIRE Events

. Each of the parties hereto acknowledges and agrees that, solely in the event that there are any Mortgaged Properties at the time of any increase, extension or renewal of any of the Commitments or Loans (including the provision of Incremental Term Loans, Incremental Revolving Loans or any other incremental credit facilities hereunder, but excluding (i) any continuation or conversion of borrowings, (ii) the making of any Revolving Loans or Swingline Loans or (iii) the issuance, renewal or extension of Letters of Credit) shall be subject to (and conditioned upon) delivery of all flood hazard determination certifications, acknowledgements and evidence of flood insurance and other flood-related documentation with respect to such Mortgaged Properties as required by Flood Insurance Laws and as otherwise reasonably requested by the Administrative Agent or the Lenders (through the Administrative Agent). The Administrative Agent shall provide notice to the Lenders of any such delivery no later than thirty (30) days prior to the consummation of such event.

10.25

Acknowledgement Regarding Any Supported QFCs

. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the

resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “U.S. Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States).

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

Summary report:	
Litera® Change-Pro for Word 10.8.2.10 Document comparison done on 7/20/2020 3:12:11 PM	
Style name: STB Option 1	
Intelligent Table Comparison: Active	
Original DMS: iw://STBDMS/Active/35668272/1	
Modified DMS: iw://STBDMS/Active/35668272/4	
Changes:	
Add	236
Delete	168
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	404

Certification

I, Paul M. Black, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Allscripts Healthcare Solutions, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting, which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2020

/s/ PAUL M. BLACK

Chief Executive Officer

Certification

I, Richard J. Poulton, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Allscripts Healthcare Solutions, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting, which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2020

/s/ RICHARD J. POULTON

President and Chief Financial Officer

Exhibit 32.1

The following statement is being made to the Securities and Exchange Commission solely for purposes of Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350), which carries with it certain criminal penalties in the event of a knowing or willful misrepresentation.

Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

Re: Allscripts Healthcare Solutions, Inc.

Ladies and Gentlemen:

In accordance with the requirements of Section 906 of the Sarbanes-Oxley Act of 2002 (18 USC 1350), each of the undersigned hereby certifies that:

(i) this Quarterly Report on Form 10-Q for the quarter ended June 30, 2020, which this statement accompanies, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(ii) the information contained in this Quarterly Report on Form 10-Q for the quarter ended June 30, 2020, fairly presents, in all material respects, the financial condition and results of operations of Allscripts Healthcare Solutions, Inc.

Dated as of this 31st day of July, 2020.

/s/ PAUL M. BLACK

Paul M. Black
Chief Executive Officer

/s/ RICHARD J. POULTON

Richard J. Poulton
President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to Allscripts Healthcare Solutions, Inc. and will be retained by Allscripts Healthcare Solutions, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.