UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

Current Report
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

December 8, 2021
(Date of Report - Date of Earliest Event Reported)

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

Delaware	**001-10960**	**75-2237318**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1600 West 7th Street Fort Worth Texas 76102
(Address of principal executive offices, including zip code)

(817) 335-1100
(Registrant's telephone number, including area code)

NONE
(Former name or former address, if changed since last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $.01 per share	**FCFS**	**The Nasdaq Stock Market**

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

Emerging growth company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Indenture for 5.625% Senior Notes Due 2030

On December 13, 2021, FirstCash, Inc. (the “Company”) closed its previously announced private offering of $550,000,000 of 5.625% senior notes due 2030 (the “Notes”), representing an increase of $25 million in aggregate principal amount from the previously announced proposed offering size. The Notes were sold in a private placement in reliance on Rule 144A and Regulation S under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to a purchase agreement between the Company, certain domestic subsidiaries of the Company and Jefferies LLC, as representative of the several initial purchasers (the “Initial Purchasers”).

The Company intends to use the proceeds from the offering of the Notes to finance the cash consideration of the previously announced pending acquisition (the “Acquisition”) of American First Finance Inc. (“AFF”), repay in full the outstanding debt under AFF’s credit facility, to pay fees, costs and expenses incurred in connection with the Acquisition and the offering of the Notes and the remainder (if any) to repay a portion of the borrowings under the Company’s senior unsecured revolving credit facility. In the event that (i) the Acquisition is not consummated on or prior to March 31, 2022 (the “Outside Date”) or (ii) the Company notifies BOKF, NA, which is serving as trustee for the Notes, of its abandonment or termination of the business combination agreement dated as of October 27, 2021, as amended, by and among the Company, AFF and the other parties thereto, or its determination that the Acquisition will not be consummated by the Outside Date, the Notes will be subject to a special mandatory redemption at a price equal to 100% of the initial issue price of the Notes plus accrued and unpaid interest from the date of the issuance of the Notes to, but excluding the date of such special mandatory redemption. However, the Company has received all required antitrust, regulatory and other third party approvals for the closing of the Acquisition and, as a result, expects to close the Acquisition on or around December 17, 2021, subject to the satisfaction of the other customary closing conditions.

The Notes were issued pursuant to an Indenture (the “Indenture”), dated as of December 13, 2021, by and among the Company, the guarantors listed therein and BOKF, NA, as trustee. The Indenture provides that interest on the Notes will accrue from December 13, 2021 and is payable semiannually in arrears on January 1 and July 1 of each year, beginning on July 1, 2022, and the Notes mature on January 1, 2030.

The Company may redeem some or all of the Notes at any time on or after January 1, 2025, at the redemption prices set forth in the Indenture, plus accrued and unpaid interest up to, but not including, the redemption date. Prior to January 1, 2025, the Company may redeem some or all of the Notes at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, plus the “make-whole” premium set forth in the Indenture. The Company may redeem up to 40% of the Notes on or prior to January 1, 2025 with the proceeds of certain equity offerings at the redemption prices set forth in the Indenture. If the Company sells certain assets or consummates certain change in control transactions, the Company will be required to make an offer to repurchase the Notes.

The Indenture contains certain covenants that, among other things, limit the Company’s ability and the ability of its restricted subsidiaries to incur additional indebtedness, make certain dividends, repurchase Company stock or make other distributions, make certain investments, create liens, transfer or sell assets, merge or consolidate, and enter into transactions with the Company’s affiliates. Such covenants are subject to a number of important exceptions and qualifications set forth in the Indenture. The Indenture also contains certain customary events of default, including failure to make payments in respect of the principal amount of the Notes, failure to make payments of interest on the Notes when due and payable, failure to comply with certain covenants and agreements and certain events of bankruptcy or insolvency.

The preceding description of the Indenture and the Notes are summaries and are qualified in their entirety by the Indenture and the form of Notes, filed as Exhibit 4.1 hereto, which is incorporated by reference herein.

Fifth Amendment to Amended and Restated Credit Agreement

On December 8, 2021, the Company entered into the Fifth Amendment to Amended and Restated Credit Agreement (the “2021 Amendment”) for its existing U.S. revolving unsecured credit facility (the “Credit Facility”) in order to, among other things, permit the Acquisition and make certain amendments related to the Acquisition, including: (i) allow adjustments to Consolidated EBITDA (as defined in the Credit Facility) for certain expenses which will be incurred in connection with the Acquisition; (ii) increase certain baskets contained in the covenants and events of default to account for the increased scale of the business on a pro forma basis; and (iii) provide for financial covenant relief needed as a result of the Acquisition.

The committed amount of the Credit Facility remains at $500 million and the Credit Facility continues to mature on December 19, 2024 and bear interest at the Company's option of either (i) the prevailing London Interbank Offered Rate ("LIBOR") (with interest periods of 1 week or 1, 2, 3 or 6 months at the Company's option) plus a fixed spread of 2.5% or (ii) the prevailing prime or base rate plus a fixed spread of 1.5%. The Credit Facility provides for a customary methodology for determining a replacement benchmark rate and fixed spread in the event that LIBOR becomes unavailable to use as a benchmark rate.

The preceding description of the Fifth Amendment to Amended and Restated Credit Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Fifth Amendment to Amended and Restated Credit Agreement, which is filed as Exhibit 10.1 hereto, and incorporated into this report by reference.

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

The information set forth in Item 1.01 above and the full text of the Indenture, which is attached hereto as Exhibit 4.1, is incorporated by reference into this Item 2.03.

Item 7.01 Regulation FD.

On December 9, 2021, the Company issued a press release announcing the upsize and pricing of the Notes. A copy of the press release is filed as Exhibit 99.1 to this report and is incorporated by reference herein.

The Company also announced that it has received all required antitrust, regulatory and other third party approvals for the closing of the Acquisition. As a result, the Company expects to close the Acquisition on or about December 17, 2021 and expects to complete its previously announced holding company merger on December 16, 2021 (the "Holding Company Merger"). The Holding Company Merger will be effected in accordance with Section 251(g) of the Delaware General Corporation Law and the Company will become a wholly-owned subsidiary of FirstCash Holdings, Inc., currently a wholly-owned subsidiary of the Company ("New Parent"). In connection with the Holding Company Merger, each share of common stock of the Company, par value $0.01 per share, issued and outstanding immediately prior to the effective time of the Holding Company Merger will be automatically converted into one validly issued, fully paid and nonassessable share of common stock of New Parent, par value $0.01 per share ("New Parent Common Stock"). Following the consummation of the Holding Company Merger, which is currently anticipated to occur after the market closes on December 16, 2021, New Parent will assume FirstCash's listing on the Nasdaq Stock Market ("Nasdaq") and continue to trade under the "FCFS" ticker symbol beginning on December 17, 2021.

Item 8.01 Other Events.

On December 9, 2021, the Company entered into a purchase agreement (the "Purchase Agreement") with Jefferies LLC as representative of the Initial Purchasers, relating to the sale by the Company of the Notes. Pursuant to the terms of the Purchase Agreement, the parties have agreed to indemnify each other against certain liabilities, including certain liabilities under U.S. securities laws.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

4.1	Indenture, dated as of December 13, 2021, by and among FirstCash, Inc., the guarantors listed therein and BOKF, NA (including the form of Note attached as an exhibit thereto).
10.1	Fifth Amendment to Amended and Restated Credit Agreement, dated as of December 8, 2021, by and among FirstCash, Inc., the guarantors and lenders listed therein and Wells Fargo Bank, National Association.
99.1	Press release, dated December 9, 2021, announcing the upsize and pricing of the Notes.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document contained in Exhibit 101)

SIGNATURES

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

Dated: December 13, 2021

FIRSTCASH, INC.
(Registrant)

/s/ R. DOUGLAS ORR

R. Douglas Orr
Executive Vice President and Chief Financial Officer
(As Principal Financial and Accounting Officer)

Exhibit 4.1

FIRSTCASH, INC.

AND EACH OF THE GUARANTORS PARTY HERETO

5.625% SENIOR NOTES DUE 2030

INDENTURE

Dated as of December 13, 2021

BOKF, NA

Trustee

TABLE OF CONTENTS

		Page
	ARTICLE 1 DEFINITIONS AND INCORPORATION BY REFERENCE	
Section 1.01.	*Definitions*	1
Section 1.02.	*Other Definitions*	30
Section 1.03.	*Trust Indenture Act*	31
Section 1.04.	*Rules of Construction*	31
	ARTICLE 2 THE NOTES	
Section 2.01.	*Form and Dating*	31
Section 2.02.	*Execution and Authentication*	32
Section 2.03.	*Registrar and Paying Agent*	32
Section 2.04.	*Paying Agent to Hold Money in Trust*	33
Section 2.05.	*Holder Lists*	33
Section 2.06.	*Transfer and Exchange*	33
Section 2.07.	*Replacement Notes*	44
Section 2.08.	*Outstanding Notes*	44
Section 2.09.	*Treasury Notes*	44
Section 2.10.	*Temporary Notes*	44
Section 2.11.	*Cancellation*	45
Section 2.12.	*Defaulted Interest*	45
	ARTICLE 3 REDEMPTION AND PREPAYMENT	
Section 3.01.	*Notices to Trustee*	45
Section 3.02.	*Selection of Notes to Be Redeemed or Purchased*	46
Section 3.03.	*Notice of Redemption*	46
Section 3.04.	*Effect of Notice of Redemption*	47
Section 3.05.	*Deposit of Redemption or Purchase Price*	47
Section 3.06.	*Notes Redeemed or Purchased in Part*	48
Section 3.07.	*Optional Redemption*	48
Section 3.08.	*Mandatory Redemption*	49
Section 3.09.	*Offer to Purchase by Application of Excess Proceeds*	49
Section 3.10.	*Special Mandatory Redemption*	50
	ARTICLE 4 COVENANTS	
Section 4.01.	*Payment of Notes*	51
Section 4.02.	*Maintenance of Office or Agency*	51
Section 4.03.	*Reports*	52

		Page
Section 4.04.	*Compliance Certificate*	53
Section 4.05.	*Taxes*	53
Section 4.06.	*Stay, Extension and Usury Laws*	53
Section 4.07.	*Restricted Payments*	54
Section 4.08.	*Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries*	58
Section 4.09.	*Incurrence of Indebtedness and Issuance of Preferred Stock*	61
Section 4.10.	*Asset Sales*	66
Section 4.11.	*Transactions with Affiliates*	69
Section 4.12.	*Liens*	71
Section 4.13.	*Business Activities*	72
Section 4.14.	*Corporate Existence*	72
Section 4.15.	*Repurchase at the Option of Holders*	72
Section 4.16.	*Limitation on Sale and Leaseback Transactions*	74
Section 4.17.	*Payments for Consent*	74
Section 4.18.	*Additional Note Guarantees*	75
Section 4.19.	*Designation of Restricted and Unrestricted Subsidiaries*	75
Section 4.20.	*Suspension of Certain Covenants*	75

ARTICLE 5
SUCCESSORS

Section 5.01.	*Merger, Consolidation or Sale of Assets*	76
Section 5.02.	*Successor Corporation Substituted*	77

ARTICLE 6
DEFAULTS AND REMEDIES

Section 6.01.	*Events of Default*	78
Section 6.02.	*Acceleration*	80
Section 6.03.	*Other Remedies*	80
Section 6.04.	*Waiver of Past Defaults*	80
Section 6.05.	*Control by Majority*	80
Section 6.06.	*Limitation on Suits*	81
Section 6.07.	*Rights of Holders of Notes to Receive Payment*	81
Section 6.08.	*Collection Suit by Trustee*	81
Section 6.09.	*Trustee May File Proofs of Claim*	81
Section 6.10.	*Priorities*	82
Section 6.11.	*Undertaking for Costs*	82

ARTICLE 7
TRUSTEE

Section 7.01.	*Duties of Trustee*	82
Section 7.02.	*Rights of Trustee*	83
Section 7.03.	*Individual Rights of Trustee*	84
Section 7.04.	*Trustee’s Disclaimer*	84
Section 7.05.	*Notice of Defaults*	84

Section 7.06. *[Reserved]* 85
Section 7.07. *Compensation and Indemnity* 85
Section 7.08. *Replacement of Trustee* 85
Section 7.09. *Successor Trustee by Merger, etc.* 86
Section 7.10. *Eligibility; Disqualification* 86
Section 7.11. *[Reserved]* 87

ARTICLE 8
LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01. *Option to Effect Legal Defeasance or Covenant Defeasance* 87
Section 8.02. *Legal Defeasance and Discharge* 87
Section 8.03. *Covenant Defeasance* 87
Section 8.04. *Conditions to Legal or Covenant Defeasance* 88
Section 8.05. *Deposited Money and Government Securities to be Held in Trust; Other Miscellaneous Provisions* 89
Section 8.06. *Repayment to Company* 89
Section 8.07. *Reinstatement* 90

ARTICLE 9
AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01. *Without Consent of Holders of Notes* 90
Section 9.02. *With Consent of Holders of Notes* 91
Section 9.03. *[Intentionally Omitted]* 93
Section 9.04. *Revocation and Effect of Consents* 93
Section 9.05. *Notation on or Exchange of Notes* 93
Section 9.06. *Trustee to Sign Amendments, etc.* 93

ARTICLE 10
NOTE GUARANTEES

Section 10.01. *Guarantee* 93
Section 10.02. *Limitation on Guarantor Liability* 94
Section 10.03. *Execution and Delivery of Note Guarantee* 95
Section 10.04. *Guarantors May Consolidate, etc., on Certain Terms* 95
Section 10.05. *Releases* 97

ARTICLE 11
SATISFACTION AND DISCHARGE

Section 11.01. *Satisfaction and Discharge* 98
Section 11.02. *Application of Trust Money* 99

ARTICLE 12
MISCELLANEOUS

Section 12.01. *[Intentionally Omitted]* 99

		Page
Section 12.02.	*Notices*	99
Section 12.03.	*[Reserved]*	100
Section 12.04.	*Certificate and Opinion as to Conditions Precedent*	100
Section 12.05.	*Statements Required in Certificate or Opinion*	100
Section 12.06.	*Rules by Trustee and Agents*	101
Section 12.07.	*No Personal Liability of Directors, Officers, Employees and Stockholders*	101
Section 12.08.	*Governing Law*	101
Section 12.09.	*No Adverse Interpretation of Other Agreements*	101
Section 12.10.	*Successors*	101
Section 12.11.	*Severability*	101
Section 12.12.	*Counterpart Originals*	101
Section 12.13.	*Table of Contents, Headings, etc.*	102

EXHIBITS

Exhibit A	FORM OF NOTE
Exhibit B	FORM OF CERTIFICATE OF TRANSFER
Exhibit C	FORM OF CERTIFICATE OF EXCHANGE
Exhibit D	FORM OF CERTIFICATE OF ACQUIRING INSTITUTIONAL ACCREDITED INVESTOR
Exhibit E	FORM OF SUPPLEMENTAL INDENTURE

INDENTURE, dated as of December 13, 2021, among FirstCash, Inc., a Delaware corporation, the Guarantors from time to time party hereto (as defined) and BOKF, NA, as trustee (in such capacity, the "*Trustee*").

The Company, the Guarantors and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders (as defined) of the 5.625% Senior Notes due 2030 (the "*Notes*"):

ARTICLE 1
DEFINITIONS AND INCORPORATION
BY REFERENCE

Section 1.01. *Definitions*.

"*144A Global Note*" means a Global Note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee that will be issued in a denomination equal to the outstanding principal amount of the Notes sold in reliance on Rule 144A.

"*2028 Notes*" means the Company's $500 million in aggregate principal amount of 4.625% senior notes due 2028.

"*Acquired Debt*" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, or expressly assumed in connection with the acquisition of assets from any such Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Restricted Subsidiary of, such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*Acquisition*" means the Company's acquisition of all of the issued and outstanding equity interests of AFF pursuant to the Acquisition Agreement.

"*Acquisition Agreement*" means that certain business combination agreement, dated October 27, 2021, between the Company, Parent, Merger Sub, AFF and the seller parties named therein, as amended, restated, modified, in any manner.

"*AFF*" means American First Finance Inc., a Kansas corporation, and any and all successor entities thereto.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"*Additional Notes*" means additional Notes (other than the Initial Notes) issued under this Indenture in accordance with Sections 2.02 and 4.09 hereof, as part of the same series as the Initial Notes.

"*Agent*" means any Registrar, co-registrar, Paying Agent or additional paying agent.

"*Applicable Procedures*" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depositary, Euroclear and Clearstream that apply to such transfer or exchange.

"*Applicable Premium*" means, with respect to any Note on any redemption date, the greater of:

(1) 1.0% of the principal amount of the Note; or

(2) the excess of:

(a) the present value at such redemption date of (i) the redemption price of the Note at January 1, 2025 (such redemption price being set forth in the table appearing under Section 3.07(e)) plus (ii) all required interest payments due on the Note through January 1, 2025 (excluding accrued but unpaid interest to, but not including, the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the principal amount of the Note.

"*Asset Sale*" means:

(1) the sale, lease, conveyance or other disposition of any assets or rights by the Parent, the Company or any of its Restricted Subsidiaries; *provided* that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Parent, the Company and its Restricted Subsidiaries taken as a whole will be governed by the provisions of Section 4.15 and/or the provisions of Section 5.01 and not by the provisions of Section 4.10; and

(2) the issuance of Equity Interests by any of the Parent's or the Company's Restricted Subsidiaries or the sale by the Parent, the Company or any of its Restricted Subsidiaries of Equity Interests in any of the Parent's or the Company's Subsidiaries (in each case, other than directors' qualifying shares, shares to be held by third parties to meet the applicable legal requirements and Disqualified Stock and preferred stock issued in compliance with Section 4.07),

in the case of either clause (1) or (2), whether in a single transaction or a series of related transactions:

(A) that have a Fair Market Value in excess of $35.0 million; or

(B) for Net Proceeds in excess of $35.0 million.

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(1) a transfer of assets between or among the Parent, the Company and its Restricted Subsidiaries (including any transfer to any Person that concurrently becomes a Restricted Subsidiary);

(2) an issuance of Equity Interests by a Restricted Subsidiary of the Parent or the Company to the Parent or the Company or to a Restricted Subsidiary thereof;

(3) the sale, lease or other transfer of inventory, products, services, accounts receivable or other assets in the ordinary course of business (whether or not for cash), and any sale or other disposition of surplus, damaged, worn-out or obsolete assets in the ordinary course of business (including the abandonment, cancellation or other disposition of intellectual property that is, in the reasonable judgment of the Parent or the Company, no longer economically practicable to maintain or useful in the conduct of the business of the Parent, the Company and its Restricted Subsidiaries taken as whole);

(4) dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such disposition are promptly applied to the purchase price of such replacement property;

(5) leases, subleases, non-exclusive licenses or sublicenses of any property (including intellectual property) in the ordinary course of business;

(6) any surrender or waiver of contract rights or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(7) the creation, granting or perfection of Liens not prohibited by Section 4.12 hereof, or foreclosures, expropriations, condemnations or similar actions with respect to assets subject to such Liens;

(8) the sale or other disposition of cash or Cash Equivalents;

(9) transfers of property or assets subject to casualty, condemnation or similar event upon receipt of the casualty and condemnation proceeds thereof;

(10) assignments of insurance or condemnation proceeds provided to landlords (or their mortgagees) pursuant to the terms of any lease and Liens or rights reserved in any lease for rent or for compliance with the terms of such lease;

(11) (i) sales, transfers and other dispositions of joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements and (ii) the winding down or dissolution of joint ventures;

(12) a Restricted Payment that does not violate Section 4.07 or is a Permitted Investment;

(13) to the extent allowable under Section 1031 of the Code (or comparable successor provision), any exchange of like property for use in a Permitted Business;

(14) any release of intangible claims or rights in connection with a lawsuit, dispute or other controversy;

(15) terminations of Hedging Obligations;

(16) termination of a lease or sublease of real or personal property that is not necessary for the ordinary course of business;

(17) the sale or discount of accounts receivable in connection with the compromise or collection thereof or in bankruptcy or in a similar proceeding;

(18) the expiration of any contract, contract right or other agreement in accordance with its terms;

(19) a merger, dissolution, liquidation or consolidation, the purpose of which is to substantially concurrently effect a disposition or merger that is permitted under this Indenture;

(20) dispositions of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary;

(21) rights granted to others pursuant to leases or licenses, to the extent not materially interfering with the operations of the Parent, the Company or its Restricted Subsidiaries;

(22) the licensing of patents, trademarks, know-how or any other intellectual property to third Persons in the ordinary course of business consistent with past practice; *provided* that such licensing does not materially interfere with the business of the Parent, the Company or any of its Restricted Subsidiaries;

(23) any swap of assets, or lease, assignment or sublease of any real or personal property, in exchange for services (including in connection with any outsourcing arrangements) of comparable or greater value or usefulness to the business of the Parent, the Company and the Restricted Subsidiaries as a whole, as determined in good faith by the Company or the Parent;

(24) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Parent, the Company or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(25) an assignment of an account to an insurance company providing credit insurance to the Parent, the Company or any of its Subsidiaries for purposes of collecting insurance proceeds; and

(26) sales of accounts receivable, or participations therein, and related assets in connection with a Permitted Receivables Financing.

"*Attributable Debt*" in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP; *provided, however*, that if such sale and leaseback transaction results in a Capital Lease Obligation (other than a Deemed Capitalized Lease), the amount of Indebtedness represented thereby will be determined in accordance with the definition of "Capital Lease Obligation."

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

"*Beneficial Owner*" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"*Board of Directors*" means:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the board of directors of the general partner of the partnership;

(3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"*Business Day*" means any day other than a Legal Holiday.

"*Capital Lease Obligation*" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

"*Capital Stock*" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"*Cash Equivalents*" means:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (*provided* that the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than one year from the date of acquisition;

(3) certificates of deposit and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits, in each case, with any lender party to the Credit Agreement or with any domestic commercial bank having capital and surplus in excess of $500.0 million and a Thomson Bank Watch Rating of "B" or better;

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having one of the two highest ratings obtainable from Moody's or S&P and, in each case, maturing within one year after the date of acquisition;

(6) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (5) of this definition; and

(7) instruments equivalent to those referred to in clauses (1) through (6) above denominated in any foreign currency and comparable in credit quality and tenor to those referred to above and commonly used by Persons for cash management purposes in any jurisdiction outside the United States to the extent reasonably required in connection with any business conducted by the Parent, the Company or any Restricted Subsidiary.

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

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Parent, the Company and its Subsidiaries taken as a whole to any Person (including any "person" (as that term is used in Section 13(d)(3) of the Exchange Act));

(2) the adoption of a plan relating to the liquidation or dissolution of the Company; or

(3) the consummation of any transaction (including, without limitation, any merger or consolidation), the result of which is that any Person (including any "person" (as defined above) becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of the Company, measured by voting power rather than number of shares.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (1) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company and (2)(A) the direct or indirect Beneficial Owners of the Voting Stock of such holding company immediately following that transaction are substantially the same as the Beneficial Owners of the Voting Stock of the Company immediately prior to that transaction or (B) immediately following that transaction no Person (other than a holding company satisfying the requirements of this sentence) is the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company.

For the avoidance of doubt, the consummation of the Holding Company Merger and the Acquisition shall not constitute a Change of Control.

"*Clearstream*" means Clearstream Banking, S.A.

"*Company*" means FirstCash, Inc., and any and all successors thereto.

"*Completion Date*" means the date on which the Acquisition is consummated.

"*Consolidated EBITDA*" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period *plus*, without duplication:

(1) provision for taxes of such Person and its Restricted Subsidiaries, including federal, foreign, state, local, franchise, excise and similar taxes paid or accrued during such period (including in respect of repatriated funds) for such period, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; *plus*

(2) the Fixed Charges of such Person and its Restricted Subsidiaries for such period, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income; *plus*

(3) any foreign currency translation losses (including losses related to currency remeasurements of Indebtedness) of such Person and its Restricted Subsidiaries for such period, to the extent that such losses were taken into account in computing such Consolidated Net Income; *plus*

(4) any (a) salary, benefit and other direct savings resulting from workforce reductions by such Person, (b) relocation costs or expenses of such Person and (c) costs and expenses incurred related to employment of terminated employees incurred by such Person, in each case to the extent that such costs and expenses were deducted in computing such Consolidated Net Income; *plus*

(5) transaction fees, costs and expenses incurred to the extent actually reimbursed by third parties pursuant to indemnification provisions or insurance; *plus*

(6) proceeds of business interruption insurance in an amount representing the losses for the applicable period that such proceeds are intended to replace; *plus*

(7) depreciation, amortization (including amortization or charge-off of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash charges and expenses (excluding any such non-cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortization of a prepaid cash charge or expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, amortization and other non-cash charges or expenses were deducted in computing such Consolidated Net Income; *plus*

(8) non-cash loss (*minus* non-cash gains) from the early extinguishment of Hedging Obligations or other derivative instruments, to the extent that such losses (or gains) were taken into account in computing such Consolidated Net Income; *plus*

(9) director fees, expense reimbursements and indemnification payments paid to directors and board observers; *plus*

(10) (a) any non-cash expenses resulting from the grant or periodic remeasurement of stock options, restricted stock grants or other equity incentive programs (including any stock appreciation and similar rights) and (b) any costs or expenses incurred pursuant to any management equity plan or stock option plan or other management or employee benefit plan or agreement or any stock subscription or shareholder agreement; *plus*

(11) expected cost savings, operating expense reductions, restructuring charges and expenses and synergies as a result of permitted asset sales, acquisitions, investments, dispositions, operating improvements, restructurings, cost savings initiatives and specified transactions taken or to be taken by the Parent, the Company and its Subsidiaries, net of the amount of actual benefits realized during such period from such actions; provided that such cost savings, operating expense reductions, restructuring charges and expenses and synergies shall be reasonably identifiable and factually supportable and shall be reasonably anticipated to be realized within 18 months after the applicable permitted asset sale, acquisition, investment, disposition, operating improvement, restructuring, cost savings initiative or specified transaction; *plus*

(12) expenses, charges and fees deducted during the specified period and covered by indemnification or purchase price adjustments and earn-out payments in connection with any acquisition permitted under this Indenture, to the extent actually received in cash; *plus*

(13) losses on sales or dispositions of assets outside the ordinary course of business, to the extent that such losses were deducted in computing such Consolidated Net Income; *plus*

(14) losses deducted during the specified period, but for which indemnity recovery is actually received in cash during such period or reasonably expected to be received within 180 days after the end of such period; *plus*

(15) expenses deducted during the specified period and reimbursed by third parties to the extent such reimbursements are actually received in cash during such period or reasonably expected to be received in cash within 180 days after the end of such period; *plus*

(16) the amount of loss on a sale of receivables and related assets to a Securitization Subsidiary in connection with a Permitted Receivables Financing; *minus*

(17) non-cash items increasing such Consolidated Net Income for such period, other than (a) the accrual of revenue in the ordinary course of business, (b) any such non-cash item to the extent it will result in the receipt of cash payments in any future period or in respect of which cash was received in a prior period or (c) which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period,

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

Notwithstanding the preceding, the provision for taxes based on the income or profits of, and the depreciation and amortization and other non-cash expenses of, a Restricted Subsidiary of the Parent or the Company will be added to Consolidated Net Income to compute Consolidated EBITDA of the Company or the Parent (as applicable) only to the extent that a corresponding amount would be permitted at the date of determination to be dividend to the Parent or the Company by such Restricted Subsidiary without prior governmental approval (that has not been obtained), and without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Restricted Subsidiary or its stockholders.

"*Consolidated Net Income*" means, with respect to any specified Person for any period, the aggregate of the net income (loss) of such Person and its Restricted Subsidiaries for such period, on a consolidated basis (excluding the net income (loss) of any Unrestricted Subsidiary of such Person), determined in accordance with GAAP and without any reduction in respect of preferred stock dividends; *provided* that:

(1) all gains or losses realized in connection with the early extinguishment of Indebtedness will be excluded;

(2) any after-tax gains or non-cash losses attributable to asset sales or returned surplus assets of any employee pension benefit plan will be excluded;

(3) the net income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions paid in cash to the specified Person or a Restricted Subsidiary of the Person;

(4) the income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary or is merged into or consolidated with the Parent, the Company or any of its Restricted Subsidiaries or that Person's assets are acquired by the Parent, the Company or any of its Restricted Subsidiaries, will be excluded;

(5) the net income (but not loss) of any Restricted Subsidiary that is not a Subsidiary Guarantor will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that net income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders (other than (x) restrictions that have been waived or otherwise released, and (y) restrictions pursuant to the Notes or this Indenture), except that (A) the Company's or the Parent's equity in the net income of any such Restricted Subsidiary for such period shall be included in such Consolidated Net Income up to the aggregate amount of any dividend or distribution that was or that could have been made by such Restricted Subsidiary during such period to the Parent, the Company or another Restricted Subsidiary and (B) the net loss of such Restricted Subsidiary shall be included to the extent of the aggregate Investment of the Parent, the Company or any of its other Restricted Subsidiaries in such Restricted Subsidiary;

(6) any unrealized foreign currency translation or transaction gains or losses (including gains related to currency remeasurements of Indebtedness) of such Person and its Restricted Subsidiaries for such period will be excluded;

(7) the cumulative effect of a change in accounting principles or accounting standards (including prospective effects) will be excluded;

(8) any net gains, charges or losses on disposed, abandoned and discontinued operations (other than assets held for sale) and any accretion or accrual of discontinued operations will be excluded;

(9) effects of purchase accounting adjustments (including the effects of such adjustments pushed down to such Person and its Restricted Subsidiaries) in component amounts required or permitted by GAAP, resulting from the application of purchase accounting in relation to any consummated acquisition or the amortization or write-off of any amounts thereof, net of taxes, will be excluded;

(10) non-cash gains and losses attributable to movement in the mark-to-market valuation of Hedging Obligations pursuant to ASC Topic 815;

(11) the reduction in any Person's federal income tax liability in connection with an offsetting benefit resulting from the issue or sale of Qualifying Equity Interests of such Person upon the exercise of stock options, warrants or other convertible or exchangeable securities as determined in accordance with GAAP will be included, without duplication;

(12) any non-recurring fees, costs and expenses of such Person and its Restricted Subsidiaries Incurred as a result of (a) Investments or sales or dispositions of assets permitted hereunder, (b) the issuance, repayment or amendment or Equity Interests or Indebtedness permitted under this Indenture, and (c) litigation settlements will be excluded;

(13) unusual or non-recurring charges in connection with employee severance, lease terminations and lease buyouts related to closure or consolidation of stores, termination or restructuring of merchant relationships and related contracts, termination or restructuring of bank partnerships and related contracts and write-off of assets related to asset sales, acquisitions, investments, restructurings and dispositions will be excluded;

(14) any out-of-pocket fees or expenses, losses or charges (other than depreciation or amortization expense) related to any issuance, Investment, acquisition, disposition, conveyance or recapitalization or the incurrence or repayment of Indebtedness (including a refinancing or amendment, waiver or modification thereof), in each case, permitted under this Indenture (including any such transaction consummated prior to or after the Issue Date and any such transaction undertaken whether or not successful) will be excluded;

(15) non-recurring restructuring charges or reserves and business optimization expense, including any restructuring costs and integration costs, cost-savings initiatives, retention charges, contract termination costs, retention, recruiting, relocation, severance and signing bonuses and expenses, costs and expenses relating to out-placement services, future lease commitments, systems establishment costs, conversion costs and excess pension charges, consulting fees; and

(16) to the extent not included in clauses (1) through (15) above, any net extraordinary gains or net extraordinary losses will be excluded.

"*Consolidated Total Assets*" of any Person as of any date means the total assets of such Person and its Restricted Subsidiaries as of the most recent fiscal quarter end for which a consolidated balance sheet of such Person and its Restricted Subsidiaries is available, calculated on a consolidated basis in accordance with generally accepted accounting principles (with *pro forma* adjustments as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio").

"*Consolidated Total Debt*" shall mean, at any date, the aggregate principal amount of all Indebtedness of the Parent, the Company and its Restricted Subsidiaries at such date under clauses (1), (2), (3), (4) and (5) of the definition of Indebtedness.

"*Consolidated Total Debt Ratio*" shall mean, as of any date of determination, the ratio of (1) Consolidated Total Debt of the Parent, the Company and its Restricted Subsidiaries *minus* cash and Cash Equivalents of the Parent, the Company and its Restricted Subsidiaries at such date to (2) Consolidated EBITDA of the Company (prior to the Guarantee Effective Date) and the Parent (from the Guarantee Effective Date) for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such event for which such calculation is being made shall occur, in each case with such *pro forma* adjustments to Consolidated Total Debt and Consolidated EBITDA as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio."

"*continuing*" means, with respect to any Default or Event of Default, that such Default or Event of Default has not been cured or waived.

"*Corporate Trust Office of the Trustee*" means the address of the Trustee specified in Section 12.01 hereof or such other address as to which the Trustee may give notice to the Company.

“*Credit Agreement*” means that certain Credit Agreement, dated as of July 25, 2016, by and among the Company, certain subsidiaries of the Company from time to time party thereto, the lenders party thereto and Wells Fargo Bank, National Association, including any related notes, Guarantees, collateral documents, instruments and agreements executed in connection therewith, and, in each case, as amended, restated, modified, renewed, refunded, replaced in any manner (whether upon or after termination or otherwise) or refinanced in whole or in part from time to time, including any agreement extending the maturity of, refinancing, replacing or otherwise restructuring (including increasing the amount of available borrowings thereunder or adding Subsidiaries of the Company as additional borrowers or guarantors thereunder) all or any portion of the Indebtedness under such agreement or any successor or replacement agreement and whether by the same or any other agent, lender or group of lenders.

“*Credit Facilities*” means, one or more debt facilities (including, without limitation, any Credit Agreement), debt securities, indentures, commercial paper facilities, other forms of debt financing (including convertible or exchangeable debt instruments or bank guarantees or bankers’ acceptances) or instruments or agreements evidencing any other Indebtedness, in each case, with the same or different borrowers or issuers and with banks or other institutional lenders, accredited investors or institutional investors providing for revolving credit loans, term loans, term debt, debt securities, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables and including any Permitted Receivables Financing) or letters of credit, in each case, as amended, restated, modified, renewed, extended, increased, refunded, replaced in any manner (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time (and without limitation as to amount, terms, conditions, covenants and other provisions, including increasing the amount of available borrowings thereunder, changing or replacing agent banks and lenders thereunder or adding, removing or reclassifying Subsidiaries of the Company or the Parent as borrowers or guarantors thereunder).

“*CSO Obligations*” means obligations to purchase, or other Guarantees of, consumer loans the making of which were facilitated by the Parent, the Company or any Restricted Subsidiary acting as a credit services organization or other similar service provider.

“*Custodian*” means the Trustee, as custodian with respect to the Notes in global form, or any successor entity thereto.

“*Deemed Capitalized Leases*” means obligations of the Parent, the Company or any Restricted Subsidiary thereof that are classified as “capital lease obligations” under GAAP due to the application of ASC Topic 840 or any subsequent pronouncement having similar effect and, except for such regulation or pronouncement, such obligation would not constitute a Capital Lease Obligation.

“*Default*” means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

“*Definitive Note*” means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.06 hereof, substantially in the form of Exhibit A hereto except that such Note shall not bear the Global Note Legend and shall not have the “Schedule of Exchanges of Interests in the Global Note” attached thereto.

“*Depositary*” means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.03 hereof as the Depositary with respect to the Notes, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

“*Designated Noncash Consideration*” means the fair market value of noncash consideration received by the Parent, the Company or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Noncash Consideration pursuant to an Officers’ Certificate, setting forth the basis of such valuation, executed by an executive vice president and the principal financial officer of the Company or the Parent, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Noncash Consideration.

“*Disqualified Stock*” means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the Notes mature. Notwithstanding the preceding sentence, (1) any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the Company or the Parent (as applicable) to repurchase such Capital Stock upon the occurrence of a Change of Control or an asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Company or the Parent (as applicable) may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies Section 4.07 hereof, (2) if such Capital Stock is issued to any employee or to any plan for the benefit of employees of the Company or the Parent or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased in order to satisfy applicable statutory or regulatory obligations and (3) any Capital Stock held by any future, current or former employee, director, manager or consultant (or their respective trusts, estates, investment funds, investment vehicles or immediate family members) of the Parent, the Company, any of its Subsidiaries or any direct or indirect parent entity of the Parent or the Company, in each case, upon the termination of employment, death or disability of such person pursuant to any stockholders’ agreement, management equity plan, stock option plan or any other management or employee benefit plan or agreement shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Company, the Parent or its Subsidiaries. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Indenture will be the maximum amount that the Parent, the Company and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

“*Domestic Subsidiary*” means any Restricted Subsidiary of the Parent or the Company that was formed under the laws of the United States or any state of the United States or the District of Columbia or that guarantees any Indebtedness of the Company, other than any such Restricted Subsidiary of the Parent or the Company that has no material assets other than equity, or equity and indebtedness, of one or more Foreign Subsidiaries or that is owned by a Foreign Subsidiary.

“*Equity Interests*” means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

“*Equity Offering*” means a public sale either (1) of Equity Interests of the Company (prior to the Guarantee Effective Date) by the Company or the Parent (from the Guarantee Effective Date) by the Parent, respectively (other than Disqualified Stock and other than to a Subsidiary of the Company or the Parent) or (2) of Equity Interests of a direct or indirect parent entity of the Company or the Parent (other than to the Parent (from the Guarantee Effective Date), the Company or a Subsidiary thereof) to the extent that the net proceeds therefrom are contributed to the common equity capital of the Company (prior to the Guarantee Effective Date) or the Parent (from the Guarantee Effective Date).

“*Euroclear*” means Euroclear Bank, S.A./N.V., as operator of the Euroclear system.

"*ERISA*" means the Employee Retirement Income Security Act of 1974, as amended.

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

"*Existing Indebtedness*" means all Indebtedness of the Company and its Subsidiaries (other than Indebtedness under the Credit Agreement or the Notes) in existence on the date of this Indenture, until such amounts are repaid.

"*Existing Notes Issue Date*" means August 26, 2020, the issue date of the 2028 Notes.

"*Fair Market Value*" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by senior management of the Company or, following the Guarantee Effective Date, the Parent and, with respect to any transaction involving aggregate value in excess of $25 million, by the Board of Directors of the Company (or the Parent from the Guarantee Effective Date) (unless otherwise provided in this Indenture).

"*Fixed Charge Coverage Ratio*" means with respect to any specified Person for any period, the ratio of the Consolidated EBITDA of such Person for such period to the Fixed Charges of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "*Calculation Date*"), then the Fixed Charge Coverage Ratio will be calculated giving *pro forma* effect (in accordance with Regulation S-X under the Securities Act) to such incurrence, assumption, Guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom, as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(1) acquisitions that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations, Investments, dispositions and discontinued operations that have been made by the specified Person or any of its Restricted Subsidiaries or any Person or any of its Restricted Subsidiaries acquired by the specified Person or any of its Restricted Subsidiaries, and including all related financing transactions and including increases in ownership of Restricted Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date, or that are to be made on the Calculation Date, will be given *pro forma* effect (in accordance with Regulation S-X under the Securities Act) as if they had occurred on the first day of the four-quarter reference period;

(2) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded;

(3) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date;

(4) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the specified Person or any of its Restricted Subsidiaries since the beginning of such period shall have made any acquisitions (including through mergers or consolidations), Investments, dispositions and discontinued operations that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect thereto for such period as if such acquisitions (including through mergers or consolidations), Investments, dispositions and discontinued operations had occurred at the beginning of the applicable four quarter period;

(5) any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period; and

(6) if any Indebtedness bears a floating rate of interest, the interest expense on such Indebtedness will be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness if such Hedging Obligation has a remaining term as at the Calculation Date in excess of 12 months). For purposes of making the computation referred to above, interest on any Indebtedness to the extent incurred for working capital purposes under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, will be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Parent, the Company or a Restricted Subsidiary may designate pursuant to the terms and conditions of any such Indebtedness.

"*Fixed Charges*" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations (but excluding any interest expense attributable to Deemed Capitalized Leases), imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations in respect of interest rates; *provided* that commissions, discounts, yield and other fees and charges (including any interest expense) related to any Permitted Receivables Financing shall be excluded; *plus*

(2) the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period; *plus*

(3) any interest on Indebtedness of another Person that is guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries, whether or not such Guarantee or Lien is called upon; *plus*

(4) the product of (a) all dividends (excluding items eliminated in consolidation), whether paid or accrued and whether or not in cash, on any series of preferred stock of such Person or any of its Restricted Subsidiaries, other than dividends on Equity Interests payable solely in Equity Interests of the Company (prior to the Guarantee Effective Date) or the Parent (from the Guarantee Effective Date) (other than Disqualified Stock) or to the Parent, the Company or a Restricted Subsidiary thereof, times (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case, determined on a consolidated basis in accordance with GAAP;

in each case, excluding (i) the amortization or write-off of debt issuance costs and deferred financing fees, commissions, fees and expenses and (ii) any expensing of loan commitment and other financing fees.

"*Foreign Subsidiary*" means any Restricted Subsidiary that is not a Domestic Subsidiary.

"*GAAP*" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time.

"*Global Note Legend*" means the legend set forth in Section 2.06(g)(2) hereof, which is required to be placed on all Global Notes issued under this Indenture.

"*Global Notes*" means, individually and collectively, each of the Restricted Global Notes and the Unrestricted Global Notes deposited with or on behalf of and registered in the name of the Depository or its nominee, substantially in the form of Exhibit A hereto and that bears the Global Note Legend and that has the "Schedule of Exchanges of Interests in the Global Note" attached thereto, issued in accordance with Section 2.01, 2.06(b)(3), 2.06(b)(4), 2.06(d)(1), 2.06(d)(2) or 2.06(d)(3) hereof.

"*Government Securities*" means direct obligations of, or obligations guaranteed by, the United States of America, and the payment for which the United States pledges its full faith and credit.

"*Guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business or indemnities, product warranties or similar obligations incurred in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit (other than letters of credit issued in connection with CSO Obligations) or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise).

"*Guarantee Effective Date*" means any date on or after the Completion Date when the Parent executes a Note Guarantee in the form attached to this Indenture pursuant to which it guarantees the Company's obligations under this Indenture and the Notes.

"*Guarantors*" means (i) from and after the Guarantee Effective Date, Parent and (ii) any Subsidiary of the Company that executes a Note Guarantee in accordance with the provisions of this Indenture, and their respective successors and assigns, in each case, until the Note Guarantee of such Person has been released in accordance with the provisions of this Indenture.

"*Hedging Obligations*" means, with respect to any specified Person, the obligations of such Person under:

(1) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements;

(2) other agreements or arrangements designed to manage interest rates or interest rate risk; and

(3) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

"*Holder*" means a Person in whose name a Note is registered.

"*Holding Company Merger*" means the merger of the Company with and into Merger Sub on or immediately prior to the Completion Date, pursuant to the Acquisition Agreement and in accordance with Section 251(g) of the Delaware General Corporation Law, with the Company surviving such merger as a direct wholly owned Subsidiary of the Parent, and upon which each share of common stock of the Company issued and outstanding immediately prior to the effective time of such merger will be automatically converted into one validly issued, fully paid and nonassessable share of common stock of the Parent.

"*IAI Global Note*" means a Global Note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee that will be issued in a denomination equal to the outstanding principal amount of the Notes sold to Institutional Accredited Investors.

"*Indebtedness*" means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables), whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by or issued in exchange for bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof), other than letters of credit issued in connection with CSO Obligations;

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations or Attributable Debt in respect of sale and leaseback transactions;

(5) representing the balance deferred and unpaid of the purchase price of any property or services due more than one year after such property is acquired or such services are completed; or

(6) representing any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit, Attributable Debt and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP, but excluding Deemed Capitalized Leases. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person. The amount of Indebtedness of any Person under the immediately preceding sentence shall (unless such Indebtedness has been assumed by such Person) be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and

(B) the Fair Market Value of the property encumbered thereby. Indebtedness shall be calculated without giving effect to the effects of ASC Topic 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness.

Notwithstanding the foregoing, Indebtedness shall not include (x) CSO Obligations or (y) obligations under or in respect of any Permitted Receivables Financing.

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

"*Indirect Participant*" means a Person who holds a beneficial interest in a Global Note through a Participant.

"*Initial Notes*" means the first $550.0 million aggregate principal amount of Notes issued under this Indenture on the date hereof.

"*Initial Purchaser*" means any of Jefferies LLC, Wells Fargo Securities, LLC, Stephens Inc. and PNC Capital Markets LLC.

"*Institutional Accredited Investor*" means an institution that is an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act, who are not also QIBs.

"*Investment Grade Rating*" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or if either (or both) of Moody's and S&P have been substituted in accordance with the definition of "Rating Agencies," by each of the then applicable Rating Agencies.

"*Investments*" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances or capital contributions (excluding accounts receivable arising in the ordinary course of business on terms customary in the trade, commission, travel, entertainment, relocation and similar advances to directors, officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If the Parent, the Company or any Restricted Subsidiary thereof sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Parent or the Company such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Company or the Parent, the Parent and the Company (as applicable) will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Parent's or the Company's Investments in such Subsidiary that were not sold or disposed of in an amount determined pursuant to Section 4.07(c) hereof. The acquisition by the Parent, the Company or any Restricted Subsidiary thereof of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Parent, the Company or such Restricted Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person in an amount determined pursuant to Section 4.07(c) hereof. Except as otherwise provided in this Indenture and subject to Section 4.07(a)(iii)(C) and 4.07(a)(iii)(D) hereof, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value, but giving effect (without duplication) to all subsequent reductions in the amount of such Investment as a result of (x) any dividend, distribution, interest payment, return of capital, repayment or other payment or disposition thereof (determined at the time of such sale) or (y) any cancellation of any Investment in the form of a Guarantee without payment therefor by such guarantor, in each case, not to exceed the original amount of such Investment. Any Investment in

the form of a Guarantee shall be equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof, as determined by the Company or the Parent.

"*Issue Date*" means December 13, 2021.

"*Legal Holiday*" means a Saturday, a Sunday or a day on which banking institutions in the City of New York or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue on such payment for the intervening period.

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"*Merger Sub*" means Atlantis Merger Sub, Inc., a wholly owned subsidiary of FirstCash Holdings, Inc.

"*Moody's*" means Moody's Investors Service, Inc.

"*Net Proceeds*" means the aggregate amount of cash proceeds and Cash Equivalents received by the Parent, the Company or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash or Cash Equivalents received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, brokerage and sales commissions, appropriate amounts to be provided by the Parent, the Company or a Restricted Subsidiary as a reserve required in accordance with GAAP against any adjustment in the sale price of such asset or assets or liabilities associated with such Asset Sale and retained by the Parent, the Company or any Restricted Subsidiary, as the case may be, after such Asset Sale, payments required to be made to any Person (other than to the Parent, the Company or its Restricted Subsidiaries) owning a beneficial interest in the assets subject to such Asset Sale, payments of unassumed liabilities (not constituting Indebtedness and not owed to the Parent, the Company or any Subsidiary) relating to the assets sold at the time of, or within 30 days after the date of, such Asset Sale and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, and amounts required to be applied to the repayment of Indebtedness, other than Indebtedness under a Credit Facility, secured by a Lien on the asset or assets that were the subject of such Asset Sale and any reserve for adjustment or indemnification obligations in respect of the sale price of such asset or assets established in accordance with GAAP.

Notwithstanding the foregoing or anything to the contrary in Section 4.10, to the extent that the Company or the Parent has determined in good faith that repatriation of any or all of the Net Proceeds of any Asset Sales by a Foreign Subsidiary (i) is prohibited, restricted or delayed by applicable local law or (ii) could result in a material adverse tax consequence to the Parent, the Company or its Subsidiaries, an amount equal to the portion of such Net Proceeds so affected will not constitute Net Proceeds or be required to be applied in compliance with the covenant described under Section 5.01; *provided* that, in any event, the Company or the Parent shall use its commercially reasonable efforts to take actions within its reasonable control that are reasonably required to eliminate such tax effects.

"*Non-Recourse Debt*" means Indebtedness:

(1) as to which neither the Parent, the Company nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) or (b) is directly or indirectly liable as a guarantor or otherwise; and

(2) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of the Parent, the Company or any of its Restricted Subsidiaries (other than the Equity Interests of an Unrestricted Subsidiary).

"*Non-U.S. Person*" means a Person who is not a U.S. Person.

"*Note Guarantee*" means the Guarantee by each Guarantor of the Company's obligations under this Indenture and the Notes, executed pursuant to the provisions of this Indenture.

"*Notes*" has the meaning assigned to it in the preamble to this Indenture. The Initial Notes and the Additional Notes shall be treated as a single class for all purposes under this Indenture, and unless the context otherwise requires, all references to the Notes shall include the Initial Notes and any Additional Notes.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"*Offering Memorandum*" means the offering memorandum, dated December 9, 2021, with respect to the offer and sale of the Initial Notes.

"*Officer*" means, with respect to any Person, the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary or any Vice-President of such Person.

"*Officers' Certificate*" means a certificate signed on behalf of the Company by two Officers of the Company, one of whom must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Company, that meets the requirements of Section 12.05 hereof.

"*Opinion of Counsel*" means an opinion from legal counsel who is reasonably acceptable to the Trustee, that meets the requirements of Section 12.05 hereof. The counsel may be an employee of or counsel to the Parent, the Company, any Subsidiary of the Company or the Parent or the Trustee.

"*Parent*" means FirstCash Holdings, Inc. in its capacity as a direct parent of the Company from the Completion Date, together with its permitted successors and assigns.

"*Participant*" means, with respect to the Depositary, Euroclear or Clearstream, a Person who has an account with the Depositary, Euroclear or Clearstream, respectively (and, with respect to DTC, shall include Euroclear and Clearstream).

"*Permitted Business*" means any business that is the same as, or reasonably related, ancillary or complementary to, any of the businesses in which the Parent, the Company and its Restricted Subsidiaries are engaged on the date of this Indenture (including any of the businesses of AFF and its Subsidiaries), and reasonable extensions, developments or expansions of such businesses.

"*Permitted Investments*" means:

(1) any Investment in the Parent (from and after the Guarantee Effective Date only), the Company or in a Restricted Subsidiary thereof;

(2) any Investment in cash and Cash Equivalents;

(3) any Investment by the Parent, the Company or any Restricted Subsidiary thereof in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary of the Parent (from and after the Guarantee Effective Date only) or the Company; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Parent (from and after the Guarantee Effective Date only) or the Company or a Restricted Subsidiary thereof;

(4) non-cash consideration received in connection with a sale or disposition of assets permitted under this Indenture, including any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with Sections 4.10 and 4.15 hereof.

(5) any acquisition of assets or Capital Stock solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Company (prior to the Guarantee Effective Date) or the Parent (from the Guarantee Effective Date);

(6) any Investments received (a)(i) in exchange for any other Investment or accounts receivable held by the Parent, the Company or any of its Restricted Subsidiaries in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the issuer of such other Investment or accounts receivable (including any trade creditor or customer) or (ii) in good faith settlement of delinquent obligations of, and other disputes with, customers, trade debtors, licensors, licensees and suppliers arising in the ordinary course; (b) as a result of a foreclosure by the Parent, the Company or any of the Restricted Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default; or (c) in compromise or resolution of litigation, arbitration or other disputes;

(7) Investments represented by Hedging Obligations;

(8) loans or advances to employees made in the ordinary course of business of the Parent, the Company or any Restricted Subsidiary thereof in an aggregate principal amount not to exceed $5.0 million at any time outstanding;

(9) repurchases of the Notes;

(10) any guarantee permitted to be incurred by Section 4.09 hereof;

(11) Investments consisting of earnest money deposits required in connection with a purchase agreement or other acquisition;

(12) advances, loans, rebates or extensions of trade credit to customers or suppliers in the ordinary course of business by the Parent, the Company or any of its Restricted Subsidiaries

(13) any Investment existing on, or made pursuant to binding commitments existing on, the date of this Indenture and any Investment consisting of an extension, modification or renewal of any Investment existing on, or made pursuant to a binding commitment existing on, the date of this Indenture; *provided* that the amount of any such Investment may be increased (a) as required by the terms of such Investment as in existence on the date of this Indenture or (b) as otherwise permitted under this Indenture;

(14) Investments acquired after the date of this Indenture as a result of the acquisition by the Parent, the Company or any Restricted Subsidiary thereof of another Person, including by way of a merger, amalgamation or consolidation with or into the Parent, the Company or any of its Restricted Subsidiaries, or all or substantially all of the assets of another Person, in each case, in a transaction that is not prohibited by Section 5.01 hereto after the date of this Indenture to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(15) Investments constituting deposits, prepayments and other credits to suppliers or lessors made in the ordinary course of business;

(16) deposits of cash made in the ordinary course of business to secure performance of operating leases;

(17) pawn transactions, pawn loans and other consumer loans or participations therein in the ordinary course of the day to day business of the Parent, the Company and its Restricted Subsidiaries;

(18) the licensing or contribution of intellectual property to another Person pursuant to any distribution, service, license, joint marketing, co-branding, co-distribution or other similar arrangements with other Persons, however denominated;

(19) letters of credit issued in connection with CSO Obligations;

(20) Investments in any Person to the extent such Investments consist of prepaid expenses, and lease, utility, workers' compensation and other deposits made in the ordinary course of business by the Parent, the Company or any of its Restricted Subsidiaries;

(21) stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Parent, the Company or any Restricted Subsidiary or in satisfaction of judgments;

(22) commissions, payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as operating expenses for accounting purposes and that are made in the ordinary course of business;

(23) CSO Obligations of the Parent, the Company or any Restricted Subsidiary;

(24) Investments in a Securitization Subsidiary that are necessary or desirable to effect any Permitted Receivables Financing or any repurchases in connection therewith; and

(25) other Investments in any Person having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (25) that are at the time outstanding not to exceed the greater of $100.0 million or 2.50% of Consolidated Total Assets.

"*Permitted Liens*" means:

(1) Liens on assets of the Company or any Guarantor or any of its Restricted Subsidiaries securing Indebtedness and other Obligations under Credit Facilities that was permitted by the terms of this Indenture to be incurred pursuant to clause (1) or clause (19) of the definition of Permitted Debt;

(2) Liens to secure Hedging Obligations and/or Obligations with respect to Treasury Management Arrangements incurred in the ordinary course of business;

(3) Liens on property of a Person (including Equity Interests) existing at the time such Person becomes a Restricted Subsidiary of the Parent or the Company or is merged with or into or consolidated with the Parent or the Company or any Restricted Subsidiary thereof; *provided* that such Liens were in existence prior to the contemplation of such Person becoming a Restricted Subsidiary of the Parent or the Company or such merger or consolidation and do not extend to any assets other than those of the Person that becomes a Restricted Subsidiary of the Parent or the Company or is merged with or into or consolidated with the Parent, the Company or any Restricted Subsidiary of the Company (and assets and property affixed or appurtenant thereto);

(4) Liens on property (including Capital Stock) existing at the time of acquisition of such property by the Parent, the Company or any Subsidiary thereof; *provided* that such Liens were in existence prior to such acquisition and not incurred in contemplation of, such acquisition;

(5) Liens incurred or deposits made to secure the performance of tenders, insurance, workers compensation obligations, unemployment insurance and other types of social security legislation, statutory obligations (other than excise taxes), surety, stay, customs and appeal bonds, statutory bonds, bids, leases, government contracts, trade contracts, performance and return of money bonds or other obligations of a like nature incurred in the ordinary course of business (including Liens to secure letters of credit issued to assure payment of such obligations and Liens to secure pledges or deposits with respect to such obligations) or arising by virtue of deposits made in the ordinary course of business to secure liability for premiums to insurance carriers;

(6) Liens to secure Indebtedness (including Capital Lease Obligations) permitted by Sections 4.09(b)(4) and 4.09(b)(24) hereof covering only the assets acquired with or financed by such Indebtedness and proceeds and products thereof;

(7) Liens to secure Indebtedness of Restricted Subsidiaries that are not Guarantors (or the Company, following the Guarantee Effective Date) permitted under Section 4.09 hereof; *provided* that such Liens may not extend to any property or assets of the Company or any Guarantor other than the Capital Stock of such non-Guarantor Restricted Subsidiaries;

(8) Liens on the Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary that secure Indebtedness or other obligations of such Unrestricted Subsidiary;

(9) Liens existing on the date of this Indenture (and replacement Liens that do not encumber additional assets, unless such encumbrance is otherwise permitted by this Indenture), other than Liens securing Indebtedness and other obligations incurred under Credit Facilities pursuant to clause (1) or clause (19) of the definition of "Permitted Debt";

(10) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent for more than 60 days or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(11) Liens imposed by law, such as carriers', warehousemen's, materialmen's, landlords', workmen's, suppliers', repairmen's and mechanics' Liens and other similar Liens, in each case, incurred in the ordinary course of business;

(12) survey exceptions, ground leases, easements, servitudes, covenants, protrusions, or reservations of, or rights of others for, licenses, rights-of-way, encroachments, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including, without limitation, minor defects or irregularities in title and similar encumbrances) as to the use of real property or Liens incidental to the conduct of the business of such Person or to the ownership of its properties that were not incurred in connection with Indebtedness and that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(13) Liens created for the benefit of (or to secure) the Notes or the Note Guarantees;

(14) Liens to secure any Permitted Refinancing Indebtedness permitted to be incurred under this Indenture; *provided, however*, that:

(a) the new Lien is limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof); and

(b) the Indebtedness secured by the new Lien is not increased to any amount greater than the sum of (x) the outstanding principal amount, or, if greater, committed amount, of the Indebtedness renewed, refunded, refinanced, replaced, defeased or discharged with such Permitted Refinancing Indebtedness and (y) an amount necessary to pay any fees and expenses, including premiums, related to such renewal, refunding, refinancing, replacement, defeasance or discharge;

(15) Liens on insurance policies and proceeds thereof, or other deposits, to secure insurance premium financings;

(16) any interest or title of a lessor, licensor, sublicensor or sublessor under any lease, license, sublicense or sublease entered into by the Parent, the Company or any of its Restricted Subsidiaries in the ordinary course of business and covering only the assets so leased, licensed, sublicensed or subleased, including the filing of Uniform Commercial Code financing statements as a precautionary measure in connection with operating leases;

(17) bankers' Liens, rights of setoff, Liens arising out of judgments, decrees, orders or awards not constituting an Event of Default and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(18) Liens on cash, Cash Equivalents or other property arising in connection with the defeasance, discharge or redemption of Indebtedness;

(19) Liens on specific items of inventory or other goods (and the proceeds thereof) of any Person securing such Person's obligations in respect of bankers' acceptances issued or created in the ordinary course of business for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(20) grants of software and other technology licenses in the ordinary course of business;

(21) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(22) Liens in favor of customs and revenue authorities to secure payment of customs duties in connection with the importation of goods in the ordinary course of business and other similar Liens arising in the ordinary course of business;

(23) Liens in favor of the Company or any of the Guarantors;

(24) assignments of insurance or condemnation proceeds provided to landlords (or their mortgagees) pursuant to the terms of any lease and Liens or rights reserved in any lease for rent or for compliance with the terms of such lease;

(25) Liens (i) of a collection bank arising under Section 4-210 of the Uniform Commercial Code on the items in the course of collection, (ii) attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business and not for speculative purposes, and (iii) in favor of a banking or other financial institution arising as a matter of law encumbering deposits or other funds maintained with a financial institution (including the right of setoff) and that are within the general parameters customary in the banking industry;

(26) Liens on the Equity Interests in joint ventures held by the Parent, the Company or its Restricted Subsidiaries securing the obligations of such joint ventures;

(27) options, put and call arrangements, rights of first refusal and similar rights to Investments in joint ventures, partnerships or other similar Permitted Investments;

(28) Liens (i) in connection with cash earnest money deposits made by the Parent, the Company or any of its Restricted Subsidiaries in connection with any acquisition of assets or (ii) consisting of an agreement to consummate an asset sale permitted to be made by the terms of this Indenture;

(29) restrictions resulting from any zoning or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any real property, in each case, which do not and will not interfere with or affect in any material respect the use, value or operations of any real estate asset of the Parent, the Company or any of its Restricted Subsidiaries or the ordinary conduct of the business of the Parent, the Company or any of its Restricted Subsidiaries;

(30) Liens incurred in the ordinary course of business of the Parent, the Company or any Restricted Subsidiary thereof with respect to obligations that do not exceed the greater of $100.0 million and 2.50% of Consolidated Total Assets at any time outstanding;

(31) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual or warranty requirements of the Parent, the Company or any of its Restricted Subsidiaries, including rights of offset and set-off;

(32) Liens securing Acquired Indebtedness incurred in accordance with Section 4.09; *provided* that (A) such Liens secured the Acquired Indebtedness at the time of and prior to the incurrence of such Acquired Indebtedness by the Parent, the Company or a Restricted Subsidiary and were not granted in connection with, or in anticipation of, the incurrence of such Acquired Indebtedness by the Parent, the Company or a Restricted Subsidiary and (B) such Liens do not extend to or cover any property or assets of the Parent, the Company or of any of the Restricted Subsidiaries other than the property or assets that secured the Acquired Indebtedness prior to the time such Indebtedness became Acquired Indebtedness of the Parent, the Company or a Restricted Subsidiary;

(33) leases, subleases, non-exclusive licenses or non-exclusive sublicenses granted to other Persons (including with respect to intellectual property) by the Parent, the Company or any of its Restricted Subsidiaries in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of the Parent, the Company and its Restricted Subsidiaries taken as a whole; and

(34) Liens on accounts receivable and related assets and proceeds thereof arising in connection with a Permitted Receivables Financing.

"*Permitted Receivables Financing*" means any receivables financing facility or arrangement pursuant to which a Securitization Subsidiary purchases or otherwise acquires accounts receivable of the Parent, the Company or any Restricted Subsidiary and enters into a third party financing thereof on terms that the Board of Directors of the Company (or the Parent from the Guarantee Effective Date) has concluded are customary and market terms that are fair to the Parent, the Company and the Restricted Subsidiaries.

"*Permitted Refinancing Indebtedness*" means any Indebtedness of the Parent, the Company or any of its Restricted Subsidiaries, Disqualified Stock of the Company (prior to the Guarantee Effective Date) or the Parent (from the Guarantee Effective Date), or preferred stock of any of the Parent's and the Company's Restricted Subsidiaries, in each case issued in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, extend, defease or discharge other Indebtedness of the Parent, the Company or any of its Restricted Subsidiaries, Disqualified Stock of the Company or the Parent, or preferred stock of any of the Parent's and the Company's Restricted Subsidiaries (in each case other than intercompany Indebtedness, Disqualified Stock or preferred stock); *provided* that:

(1) the principal amount (or accreted value or liquidation preference, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value or liquidation preference, if applicable) of the Indebtedness, Disqualified Stock or preferred stock renewed, refunded, refinanced, replaced, extended, defeased or discharged (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums and defeasance costs, incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a final maturity date no earlier than the later of (a) the final maturity date of the Indebtedness being renewed, refunded, refinanced, replaced, extended, defeased or discharged or (b) 91 days after the final maturity date of the Notes;

(3) such Permitted Refinancing Indebtedness has a Weighted Average Life to Maturity at the time such Permitted Refinancing Indebtedness is incurred that is no shorter than the Weighted Average Life to Maturity of the portion of the Indebtedness being renewed, refunded, refinanced, replaced, extended, defeased or discharged;

(4) if the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged is subordinated in right of payment to the Notes, such Permitted Refinancing Indebtedness is subordinated in right of payment to the Notes on terms at least as favorable to the Holders of Notes taken as a whole, as those contained in the documentation governing the Indebtedness being renewed, refunded, refinanced, replaced, extended, defeased or discharged; and

(5) such Indebtedness is incurred either by the Parent (from and after the Guarantee Effective Date only), the Company or a Subsidiary Guarantor or by the Restricted Subsidiary of the Parent or the Company that was the obligor on the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged and is guaranteed only by Persons who were obligors on the Indebtedness being renewed, refunded, refinanced, replaced, extended, defeased or discharged.

For the avoidance of doubt, it is understood that such Indebtedness, Disqualified Stock or preferred stock incurred in connection with such renewal, refunding, refinancing, extension, replacement, defeasance or discharge may constitute an issuance of Indebtedness, Disqualified Stock or preferred stock in excess of the amount permitted under this definition of “Permitted Refinancing Indebtedness” to the extent that such excess amount is otherwise permitted under Section 4.09 hereof.

“*Person*” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

“*Private Placement Legend*” means the legend set forth in Section 2.06(g)(1) hereof to be placed on all Notes issued under this Indenture except where otherwise permitted by the provisions of this Indenture.

“*QIB*” means a “qualified institutional buyer” as defined in Rule 144A.

“*Qualifying Equity Interests*” means Equity Interests of the Company or the Parent other than Disqualified Stock.

“*Rating Agencies*” means S&P and Moody’s; *provided* that if either Moody’s or S&P (or both) shall cease issuing a rating on the Notes for reasons outside the control of the Parent or the Company, then the Parent or the Company may select a nationally recognized statistical rating agency to substitute for Moody’s or S&P (or both).

“*Receivables Fees*” means distributions or payments made directly or by means of discounts with respect to any accounts receivable or participation interest therein issued or sold in connection with, and other fees paid to a Person that is not a Restricted Subsidiary in connection with, any Permitted Receivables Financing.

“*Regulation S*” means Regulation S promulgated under the Securities Act.

"*Regulation S Global Note*" means a Global Note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount of the Notes sold in reliance on Rule 903 of Regulation S.

"*Responsible Officer,*" when used with respect to the Trustee, means any officer within the Corporate Trust Administration of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"*Restricted Definitive Note*" means a Definitive Note bearing the Private Placement Legend.

"*Restricted Global Note*" means a Global Note bearing the Private Placement Legend.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Period*" means the period from the date the Notes were first offered through and including the 40th day after the later of the commencement of such offering and the Issue Date.

"*Restricted Subsidiary*" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary. Unless the context otherwise requires, references to a "Restricted Subsidiary" refer to Restricted Subsidiaries of the Company prior to the Completion Date and to Restricted Subsidiaries of the Parent (including the Company) after such date.

"*Rule 144*" means Rule 144 promulgated under the Securities Act.

"*Rule 144A*" means Rule 144A promulgated under the Securities Act.

"*Rule 903*" means Rule 903 promulgated under the Securities Act.

"*Rule 904*" means Rule 904 promulgated under the Securities Act.

"*S&P*" means S&P Global Ratings, a division of S&P Global Inc.

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

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

"*Securitization Subsidiary*" means any Subsidiary of the Company (prior to the Guarantee Effective Date) or the Parent (following the Guarantee Effective Date):

(1) that is designated a "Securitization Subsidiary" by the Board of Directors of the Company (prior to the Guarantee Effective Date) or the Parent (following the Guarantee Effective Date);

(2) that does not engage in, and whose charter, bylaws, operating agreement or similar governing or constitutional document prohibits it from engaging in, any activities other than Permitted Receivables Financings and any activity necessary, incidental or related thereto;

(3) no portion of the Indebtedness or any other obligations (contingent or otherwise) of such entity (i) is Guaranteed by the Parent, the Company or any Restricted Subsidiary, (ii) is recourse to or obligates the Parent, the Company or any Restricted Subsidiary in any way or (iii) subjects any property or asset of the Parent, the Company or any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof; and

(4) with respect to which none of the Parent, the Company nor any Restricted Subsidiary has any obligation to maintain or preserve its financial condition or cause it to achieve certain levels of operating results;

other than, in respect of clauses (3) and (4), pursuant to customary representations, warranties, covenants and indemnities entered into in connection with a Permitted Receivables Financing.

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of this Indenture. For purposes Section 6.01, the term "Significant Subsidiary" shall also include any group of Restricted Subsidiaries that together would constitute a Significant Subsidiary.

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness as of the first date it was incurred in compliance with the terms of this Indenture, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof; *provided* that, in the case of debt securities that are by their terms convertible into Capital Stock (or cash or a combination of cash and Capital Stock based on the value of the Capital Stock) of the Company or the Parent (as applicable), any obligation to offer to repurchase such debt securities on a date(s) specified in the original terms of such securities, which obligation is not subject to any condition or contingency, will be treated as a Stated Maturity date of such convertible debt securities.

"*Subsidiary*" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); or

(2) any partnership or limited liability company of which (a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"*Subsidiary Guarantors*" means, each Restricted Subsidiary of the Company, if any, that guarantees the Notes in accordance with the terms of this Indenture; provided that upon release or discharge of such Restricted Subsidiary from its Note Guarantee in accordance with this Indenture, such Restricted Subsidiary ceases to be a Subsidiary Guarantor.

"*Texas Pawnshop Act*" means Section 371.072 of the Texas Finance Code, as amended.

"*TIA*" means the Trust Indenture Act of 1939, as amended (15 U.S.C. §§ 77aaa-77bbbb).

"*Treasury Management Arrangement*" means any agreement or other arrangement governing the provision of treasury or cash management services, including deposit accounts, overdraft, credit or debit card, funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services and other cash management services.

"*Treasury Rate*" means, as of any redemption date, the yield to maturity as of the earlier of (a) such redemption date or (b) the date on which such Notes are defeased or satisfied and discharged, of the most recently issued United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to such date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to January 1, 2025; *provided*, *however*, that if the period from the redemption date to January 1, 2025, is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. Any such Treasury Rate shall be obtained by the Company or the Parent.

"*Trustee*" means BOKF, NA, until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

"*Unrestricted Definitive Note*" means a Definitive Note that does not bear and is not required to bear the Private Placement Legend.

"*Unrestricted Global Note*" means a Global Note that does not bear and is not required to bear the Private Placement Legend.

"*Unrestricted Subsidiary*" means any Subsidiary of the Company (prior to the Guarantee Effective Date) or the Parent (following the Guarantee Effective Date) that is designated by the Board of Directors of the Company (or the Parent from the Guarantee Effective Date) as an Unrestricted Subsidiary pursuant to a resolution of the Board of Directors, but only to the extent that such Subsidiary:

(1) has no Indebtedness other than Non-Recourse Debt and other obligations arising by operation of law, including joint and several liability for taxes, ERISA obligations and similar items;

(2) except as permitted by Section 4.11, is not party to any agreement, contract, arrangement or understanding with the Parent, the Company or any Restricted Subsidiary thereof unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Parent, the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Parent or the Company; and

(3) is a Person with respect to which neither the Parent, the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results.

Notwithstanding the foregoing, at no time may the Company be an Unrestricted Subsidiary.

"*U.S. Person*" means a U.S. Person as defined in Rule 902(k) promulgated under the Securities Act.

"*Voting Stock*" of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

Section 1.02. *Other Definitions*.

Term	Defined in Section
"Affiliate Transaction"	4.11
"Asset Sale Offer"	3.09
"Authentication Order"	2.02
"Change of Control Offer"	4.15
"Change of Control Payment"	4.15
"Change of Control Payment Date"	4.15
"Covenant Defeasance"	8.03
"DTC"	2.03
"Deemed Date"	4.09
"Election Date"	4.07
"Event of Default"	6.01
"Excess Proceeds"	4.10
"incur"	4.09
"Increased Amount"	4.12
"Legal Defeasance"	8.02
"Offer Amount"	3.09
"Offer Period"	3.09
"Paying Agent"	2.03
"Permitted Debt"	4.09
"Payment Default"	6.01
"Purchase Date"	3.09
"Registrar"	2.03
"Restricted Payments"	4.07
"Reversion Date"	4.20(c)
"Suspended Covenants"	4.20(a)
"Suspension Period"	4.20(b)

Section 1.03. *Trust Indenture Act*.

This Indenture is not qualified under the TIA, and the TIA shall not apply to or in any way govern the terms of this Indenture, including §316(b) thereof. No provisions of the TIA are incorporated into this Indenture.

Section 1.04. *Rules of Construction*.

Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) "including" is not limiting;

(5) words in the singular include the plural, and in the plural include the singular;

(6) "will" shall be interpreted to express a command;

(7) provisions apply to successive events and transactions; and

(8) references to sections of or rules under the Securities Act will be deemed to include substitute, replacement of successor sections or rules adopted by the SEC from time to time.

ARTICLE 2
THE NOTES

Section 2.01. *Form and Dating*.

(a) *General*. The Notes and the Trustee's certificate of authentication will be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note will be dated the date of its authentication. The Notes shall be in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The terms and provisions contained in the Notes will constitute, and are hereby expressly made, a part of this Indenture and the Company, the Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(b) *Global Notes*. Notes issued in global form will be substantially in the form of Exhibit A hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form will be substantially in the form of Exhibit A hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note will represent such of the outstanding Notes as will be specified therein and each shall provide that it represents the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes

represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges, redemptions and repurchases. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby will be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.06 hereof.

(c) *Euroclear and Clearstream Procedures Applicable*. The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Clearstream Banking" and "Customer Handbook" of Clearstream will be applicable to transfers of beneficial interests in the Regulation S Global Note that are held by Participants through Euroclear or Clearstream.

Section 2.02. *Execution and Authentication*.

At least one Officer must sign the Notes for the Company by manual or facsimile signature.

If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note will nevertheless be valid.

A Note will not be valid until authenticated by the manual signature of the Trustee. The signature will be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee will, upon receipt of a written order of the Company signed by an Officer (an "*Authentication Order*"), authenticate Notes for original issue that may be validly issued under this Indenture, including any Additional Notes. The aggregate principal amount of Notes outstanding at any time may not exceed the aggregate principal amount of Notes authorized for issuance by the Company pursuant to one or more Authentication Orders, except as provided in Section 2.07 hereof.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Company.

Section 2.03. *Registrar and Paying Agent*.

The Company will maintain an office or agency where Notes may be presented for registration of transfer or for exchange ("*Registrar*") and an office or agency where Notes may be presented for payment ("*Paying Agent*"). The Registrar will keep a register of the Notes and of their transfer and exchange. The Company may appoint one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company will notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Company fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Company or any of its Subsidiaries may act as Paying Agent or Registrar.

The Company initially appoints The Depository Trust Company ("*DTC*") to act as Depositary with respect to the Global Notes.

The Company initially appoints the Trustee to act as the Registrar and Paying Agent and to act as Custodian with respect to the Global Notes.

Section 2.04. *Paying Agent to Hold Money in Trust*.

The Company will require each Paying Agent other than the entity acting as Trustee to agree in writing that the Paying Agent will hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal of, premium on, if any, or interest, if any, on, the Notes, and will notify the Trustee of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or a Subsidiary) will have no further liability for the money. If the Company or a Subsidiary acts as Paying Agent, it will segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Company, the Trustee will serve as Paying Agent for the Notes.

Section 2.05. *Holder Lists*.

The Trustee will preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders. If the entity acting as Trustee is not the Registrar, the Company will furnish to the Trustee at least seven Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes.

Section 2.06. *Transfer and Exchange*.

(a) *Transfer and Exchange of Global Notes*. A Global Note may not be transferred except as a whole by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. All Global Notes will be exchanged by the Company for Definitive Notes if:

(1) the Company delivers to the Trustee notice from the Depositary that it is unwilling or unable to continue to act as Depositary or that it is no longer a clearing agency registered under the Exchange Act and, in either case, a successor Depositary is not appointed by the Company within 120 days after the date of such notice from the Depositary;

(2) the Company in its sole discretion determines that the Global Notes (in whole but not in part) should be exchanged for Definitive Notes and delivers a written notice to such effect to the Trustee or

(3) there has occurred and is continuing a Default or Event of Default with respect to the Notes.

Upon the occurrence of either of the preceding events in (1) or (2) above, Definitive Notes shall be issued in such names as the Depositary shall instruct the Trustee. Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.07 and 2.10 hereof. Every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof, pursuant to this Section 2.06 or Section 2.07 or 2.10 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Note, except for Definitive Notes issued subsequent to any of the events described in clauses (1), (2) or (3) above, or Section 2.06(c) or (e) hereof. A Global Note may not be exchanged for another Note other than as provided in this Section 2.06(a), however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.06(b) or (c) hereof.

(b) *Transfer and Exchange of Beneficial Interests in the Global Notes*. The transfer and exchange of beneficial interests in the Global Notes will be effected through the Depositary, in accordance with the provisions of this Indenture and the Applicable Procedures. Beneficial interests in the Restricted Global Notes will be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Transfers of beneficial interests in the Global Notes also will require compliance with either subparagraph (1) or (2) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(1) *Transfer of Beneficial Interests in the Same Global Note*. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Private Placement Legend; *provided*, *however*, that prior to the expiration of the Restricted Period, transfers of beneficial interests in the Regulation S Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Beneficial interests in any Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.06(b)(1).

(2) *All Other Transfers and Exchanges of Beneficial Interests in Global Notes*. In connection with all transfers and exchanges of beneficial interests that are not subject to Section 2.06(b)(1) above, the transferor of such beneficial interest must deliver to the Registrar either:

(A) both:

(i) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged; and

(ii) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase; or

(B) both:

(i) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to cause to be issued a Definitive Note in an amount equal to the beneficial interest to be transferred or exchanged; and

(ii) instructions given by the Depositary to the Registrar containing information regarding the Person in whose name such Definitive Note shall be registered to effect the transfer or exchange referred to in (1) above.

Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Note(s) pursuant to Section 2.06(h) hereof.

(3) *Transfer of Beneficial Interests to Another Restricted Global Note*. A beneficial interest in any Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 2.06(b)(2) above and the Registrar receives the following:

(A) if the transferee will take delivery in the form of a beneficial interest in the 144A Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transferee will take delivery in the form of a beneficial interest in the Regulation S Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof; and

(C) if the transferee will take delivery in the form of a beneficial interest in the IAI Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3) thereof, if applicable.

(4) *Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in an Unrestricted Global Note.* A beneficial interest in any Restricted Global Note may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 2.06(b)(2) above and the Registrar receives the following:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(a) thereof; or

(B) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit B hereto, including the certifications in item (4) thereof

and, in each such case set forth in this Section 2.06(b)(4), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

If any such transfer is effected pursuant to this Section 2.06(b)(4) at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred pursuant to this Section 2.06(b)(4).

Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) *Transfer or Exchange of Beneficial Interests for Definitive Notes.*

(1) *Beneficial Interests in Restricted Global Notes to Restricted Definitive Notes*. If any holder of a beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Restricted Definitive Note, then, upon receipt by the Registrar of the following documentation:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (2)(a) thereof;

(B) if such beneficial interest is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such beneficial interest is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such beneficial interest is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such beneficial interest is being transferred to an Institutional Accredited Investor in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (B) through (D) above, a certificate to the effect set forth in Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3) thereof, if applicable;

(F) if such beneficial interest is being transferred to the Company or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof; or

(G) if such beneficial interest is being transferred pursuant to an effective registration statement under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(c) thereof,

the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(h) hereof, and the Company shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c)(1) shall bear the Private Placement Legend and shall be subject to all restrictions on transfer contained therein.

(2) *Beneficial Interests in Restricted Global Notes to Unrestricted Definitive Notes*. A holder of a beneficial interest in a Restricted Global Note may exchange such beneficial interest for an Unrestricted Definitive Note or may transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note only if the Registrar receives the following:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for an Unrestricted Definitive Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(b) thereof; or

(B) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this Section 2.06(c)(2), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(3) *Beneficial Interests in Unrestricted Global Notes to Unrestricted Definitive Notes*. If any holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for a Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note, then, upon satisfaction of the conditions set forth in Section 2.06(b)(2) hereof, the Trustee will cause the aggregate principal amount of the applicable Unrestricted Global Note to be reduced accordingly pursuant to Section 2.06(h) hereof, and the Company will execute and the Trustee will authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(3) will be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest requests through instructions to the Registrar from or through the Depositary and the Participant or Indirect Participant. The Trustee will deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(3) will not bear the Private Placement Legend.

(d) *Transfer and Exchange of Definitive Notes for Beneficial Interests*.

(1) *Restricted Definitive Notes to Beneficial Interests in Restricted Global Notes*. If any Holder of a Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (2)(b) thereof;

(B) if such Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such Restricted Definitive Note is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such Restricted Definitive Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such Restricted Definitive Note is being transferred to an Institutional Accredited Investor in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (B) through (D) above, a certificate to the effect set forth in Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3) thereof, if applicable;

(F) if such Restricted Definitive Note is being transferred to the Company or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof; or

(G) if such Restricted Definitive Note is being transferred pursuant to an effective registration statement under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(c) thereof,

the Trustee will cancel the Restricted Definitive Note, increase or cause to be increased the aggregate principal amount of, in the case of clause (A) above, the appropriate Restricted Global Note, in the case of clause (B) above, the 144A Global Note, in the case of clause (C) above, the Regulation S Global Note, and in all other cases, the IAI Global Note.

(2) *Restricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes*. A Holder of a Restricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if the Registrar receives the following:

(A) if the Holder of such Definitive Notes proposes to exchange such Notes for a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(c) thereof; or

(B) if the Holder of such Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this Section 2.06(d)(2), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of the conditions of any of the subparagraphs in this Section 2.06(d)(2), the Trustee will cancel the Definitive Notes and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note.

(3) *Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes*. A Holder of an Unrestricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee will cancel the applicable Unrestricted Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes.

If any such exchange or transfer from a Definitive Note to a beneficial interest is effected pursuant to subparagraphs (2) or (3) above at a time when an Unrestricted Global Note has not yet been issued, the Company will issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee will authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of Definitive Notes so transferred.

(e) *Transfer and Exchange of Definitive Notes for Definitive Notes*. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.06(e), the Registrar will register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder must present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder must provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.06(e).

(1) *Restricted Definitive Notes to Restricted Definitive Notes*. Any Restricted Definitive Note may be transferred to and registered in the name of Persons who take delivery thereof in the form of a Restricted Definitive Note if the Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof; and

(C) if the transfer will be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3) thereof, if applicable.

(2) *Restricted Definitive Notes to Unrestricted Definitive Notes.* Any Restricted Definitive Note may be exchanged by the Holder thereof for an Unrestricted Definitive Note or transferred to a Person or Persons who take delivery thereof in the form of an Unrestricted Definitive Note if the Registrar receives the following:

(A) if the Holder of such Restricted Definitive Notes proposes to exchange such Notes for an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(d) thereof; or

(B) if the Holder of such Restricted Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this Section 2.06(e)(2), if the Registrar so requests, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(3) *Unrestricted Definitive Notes to Unrestricted Definitive Notes*. A Holder of Unrestricted Definitive Notes may transfer such Notes to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note. Upon receipt of a request to register such a transfer, the Registrar shall register the Unrestricted Definitive Notes pursuant to the instructions from the Holder thereof.

(f) *[Reserved]*

(g) *Legends*. The following legends will appear on the face of all Global Notes and Definitive Notes issued under this Indenture unless specifically stated otherwise in the applicable provisions of this Indenture.

(1) *Private Placement Legend*.

(A) Except as permitted by subparagraph (B) below, each Global Note and each Definitive Note (and all Notes issued in exchange therefor or substitution thereof) shall bear the legend in substantially the following form:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH BELOW. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER OR ANOTHER EXEMPTION UNDER THE SECURITIES ACT.

BY ITS ACCEPTANCE HEREOF, THE HOLDER OF THIS NOTE (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), (B) IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (C) IT IS AN "INSTITUTIONAL" ACCREDITED INVESTOR (AS DEFINED IN RULE 501(a)(1), (2), (3) OR (7) UNDER REGULATION D PROMULGATED UNDER THE SECURITIES ACT (AN "ACCREDITED INVESTOR") AND (2) AGREES THAT IT WILL NOT WITHIN [ONE YEAR—FOR NOTES ISSUED PURSUANT TO RULE 144A][40 DAYS—FOR NOTES ISSUED IN OFFSHORE TRANSACTIONS PURSUANT TO REGULATION S] AFTER THE LATER OF THE

DATE OF THE ORIGINAL ISSUANCE OF THIS NOTE AND THE DATE ON WHICH THE COMPANY OR ANY OF ITS RESPECTIVE AFFILIATES OWNED THIS NOTE, OFFER, RESELL OR OTHERWISE TRANSFER THIS NOTE EXCEPT (A) (I) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (II) FOR SO LONG AS THIS NOTE IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (III) INSIDE THE UNITED STATES TO AN ACCREDITED INVESTOR THAT IS ACQUIRING THE NOTES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE NOTES OF $250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR THE OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, AND THAT PRIOR TO SUCH TRANSFER, FURNISHES (OR HAS FURNISHED ON ITS BEHALF BY A U.S. BROKER-DEALER) TO THE TRUSTEE A SIGNED LETTER CONTAINING CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE RESTRICTIONS ON TRANSFER OF THIS NOTE (THE FORM OF WHICH LETTER CAN BE OBTAINED FROM THE TRUSTEE FOR THIS NOTE), (IV) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT (IF AVAILABLE), (V) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), (VI) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (AND BASED UPON AN OPINION OF COUNSEL IF THE COMPANY SO REQUESTS), OR (VII) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND OTHER JURISDICTIONS. BY ITS ACCEPTANCE HEREOF, THE HOLDER OF THIS NOTE FURTHER AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS NOTE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. IN CONNECTION WITH ANY TRANSFER OF THIS NOTE PURSUANT TO SUBCLAUSES (III) TO (VI) OF CLAUSE (A) ABOVE, THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE TRUSTEE AND THE COMPANY SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS EITHER OF THEM MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT."

(B) Notwithstanding the foregoing, any Global Note or Definitive Note issued pursuant to subparagraphs (b)(4), (c)(2), (c)(3), (d)(2), (d)(3), (e)(2) or (e)(3) of this Section 2.06 (and all Notes issued in exchange therefor or substitution thereof) will not bear the Private Placement Legend.

(2) *Global Note Legend*. Each Global Note will bear a legend in substantially the following form:

"THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (1) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06 OF THE INDENTURE, (2) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(a) OF THE INDENTURE, (3) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (4) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF FIRSTCASH, INC.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

(3) *ERISA Legend.* Each Global Note and each Definitive Note (and all Notes issued in exchange therefor or substitution thereof) shall bear the legend in substantially the following form:

"BY ITS ACQUISITION OF THIS NOTE, THE HOLDER THEREOF WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (A) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE AND/OR HOLD THIS NOTE OR ANY INTEREST HEREIN CONSTITUTES THE ASSETS OF (I) ANY EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), (II) PLAN, INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT THAT IS SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR PROVISIONS UNDER ANY OTHER FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE ("SIMILAR LAWS"), OR (III) ENTITY THE UNDERLYING ASSETS OF WHICH ARE CONSIDERED TO INCLUDE "PLAN ASSETS" OF ANY SUCH PLAN, ACCOUNT OR ARRANGEMENT, OR (B) THE ACQUISITION AND/OR HOLDING OF THIS NOTE OR ANY INTEREST HEREIN BY SUCH HOLDER WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAWS."

(h) *Cancellation and/or Adjustment of Global Notes*. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note will be returned to or retained and canceled by the Trustee in accordance with Section 2.11 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note will be reduced accordingly and an endorsement will be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note will be increased accordingly and an endorsement will be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(i) *General Provisions Relating to Transfers and Exchanges*.

(1) To permit registrations of transfers and exchanges, the Company will execute and the Trustee will authenticate Global Notes and Definitive Notes upon receipt of an Authentication Order in accordance with Section 2.02 hereof or at the Registrar's request.

(2) No service charge will be made to a Holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 2.10, 3.06, 3.09, 4.10, 4.15 and 9.05 hereof).

(3) The Registrar will not be required to register the transfer of or exchange of any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

(4) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes will be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(5) Neither the Registrar nor the Company will be required:

(A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 3.02 hereof and ending at the close of business on the day of selection;

(B) to register the transfer of or to exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part; or

(C) to register the transfer of or to exchange a Note between a record date and the next succeeding interest payment date.

(6) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Company may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Company shall be affected by notice to the contrary.

(7) The Trustee will authenticate Global Notes and Definitive Notes in accordance with the provisions of Section 2.02 hereof.

(8) All certifications, certificates and Opinions of Counsel required to be submitted to the Registrar pursuant to this Section 2.06 to effect a registration of transfer or exchange may be submitted by facsimile.

Section 2.07. *Replacement Notes*.

If any mutilated Note is surrendered to the Trustee or the Company and the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Company will issue and the Trustee, upon receipt of an Authentication Order, will authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Company, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Company to protect the Company, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Company may charge for its expenses in replacing a Note.

Every replacement Note is an additional obligation of the Company and will be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

Section 2.08. *Outstanding Notes*.

The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section 2.08 as not outstanding. Except as set forth in Section 2.09 hereof, a Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note; however, Notes held by the Company or a Subsidiary of the Company shall not be deemed to be outstanding for purposes of Section 3.07(a) hereof.

If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a protected purchaser.

If the principal amount of any Note is considered paid under Section 4.01 hereof, it ceases to be outstanding and interest on it ceases to accrue.

If the Paying Agent (other than the Company, a Subsidiary or an Affiliate of any thereof) holds, on a redemption date or maturity date, money sufficient to pay Notes payable on that date, then on and after that date such Notes will be deemed to be no longer outstanding and will cease to accrue interest.

Section 2.09. *Treasury Notes*.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Company or any Guarantor, or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or any Guarantor, will be considered as though not outstanding, except that for the purposes of determining whether the Trustee will be protected in relying on any such direction, waiver or consent, only Notes that the Trustee knows are so owned will be so disregarded.

Section 2.10. *Temporary Notes*.

Until certificates representing Notes are ready for delivery, the Company may prepare and the Trustee, upon receipt of an Authentication Order, will authenticate temporary Notes. Temporary Notes will be substantially in the form of certificated Notes but may have variations that the Company considers appropriate for temporary Notes and as may be reasonably acceptable to the Trustee. Without unreasonable delay, the Company will prepare and the Trustee will authenticate definitive Notes in exchange for temporary Notes.

Holders of temporary Notes will be entitled to all of the benefits of this Indenture.

Section 2.11. *Cancellation*.

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent will forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else will cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and will destroy canceled Notes (subject to the record retention requirements of the Exchange Act). Certification of the destruction of all canceled Notes will be delivered to the Company. The Company may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation.

Section 2.12. *Defaulted Interest*.

If the Company defaults in a payment of interest on the Notes, it will pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date, in each case at the rate provided in the Notes and in Section 4.01 hereof. The Company will notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment. The Company will fix or cause to be fixed each such special record date and payment date; *provided* that no such special record date may be less than 10 days prior to the related payment date for such defaulted interest. At least 15 days before the special record date, the Company (or, upon the written request of the Company, the Trustee in the name and at the expense of the Company) will mail or cause to be mailed to Holders a notice that states the special record date, the related payment date and the amount of such interest to be paid.

Section 2.13. *Issuance of Additional Notes*.

After the Issue Date, the Company will be entitled, subject to its compliance with Section 2.02 and Section 4.09, to issue Additional Notes under this Indenture, which Notes will have the same terms (other than price, date of issuance and the date from which interest will accrue) as the Initial Notes. All the Notes under this Indenture will be treated as a single class for all purposes of this Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase; *provided* that, if the Additional Notes are not fungible with the Initial Notes for United States federal income tax purposes, the Additional Notes will have a separate CUSIP number.

ARTICLE 3
REDEMPTION AND PREPAYMENT

Section 3.01. *Notices to Trustee*.

If the Company elects to redeem Notes pursuant to the optional redemption provisions of Section 3.07 hereof, it must furnish to the Trustee, at least 10 days but not more than 60 days before a redemption date, an Officers' Certificate setting forth:

(1) the clause of this Indenture pursuant to which the redemption shall occur;

(2) the redemption date;

(3) the principal amount of Notes to be redeemed; and

(4) the redemption price.

Section 3.02. *Selection of Notes to Be Redeemed or Purchased*.

If less than all of the Notes are to be redeemed or purchased in an offer to purchase at any time, the Trustee will select Notes for redemption or purchase on a *pro rata* basis (or, in the case of Notes issued in global form pursuant to Article 2 hereof, based on a method that most nearly approximates a *pro rata* selection (including by lot or such other method) as the Trustee deems fair and appropriate) unless otherwise required by law or applicable stock exchange or depositary requirements.

In the event of partial redemption or purchase by lot, the particular Notes to be redeemed or purchased will be selected, unless otherwise provided herein, not less than 10 nor more than 60 days prior to the redemption or purchase date by the Trustee from the outstanding Notes not previously called for redemption or purchase.

The Trustee will promptly notify the Company in writing of the Notes selected for redemption or purchase and, in the case of any Note selected for partial redemption or purchase, the principal amount thereof to be redeemed or purchased. Notes and portions of Notes selected will be in amounts of $2,000 or whole multiples of $1,000 in excess thereof; except that if all of the Notes of a Holder are to be redeemed or purchased, the entire outstanding amount of Notes held by such Holder shall be redeemed or purchased. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption or purchase also apply to portions of Notes called for redemption or purchase.

Section 3.03. *Notice of Redemption*.

Subject to the provisions of Section 3.09 hereof, at least 10 days but not more than 60 days before a redemption date, the Company will mail or cause to be mailed, by first class mail (or otherwise cause to be transmitted in accordance with the Applicable Procedures), a notice of redemption to each Holder whose Notes are to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture pursuant to Articles 8 or 11 hereof.

The notice will identify the Notes to be redeemed and will state:

(1) the redemption date;

(2) the redemption price;

(3) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion will be issued upon cancellation of the original Note;

(4) the name and address of the Paying Agent;

(5) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(6) that, unless the Company defaults in making such redemption payment and, subject to satisfaction of the conditions specified therein, if any, interest on Notes called for redemption ceases to accrue on and after the redemption date;

(7) any conditions to such redemption;

(8) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and

(9) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

At the Company's request, the Trustee will give the notice of redemption in the Company's name and at its expense; *provided*, *however*, that the Company has delivered to the Trustee, at least 10 days prior to the redemption date, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

Section 3.04. *Effect of Notice of Redemption*.

Once notice of redemption is mailed in accordance with Section 3.03 hereof and, subject to satisfaction of the conditions specified therein, if any, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price.

Notice of any redemption of the Notes may, at the Company's discretion, be given prior to the completion of a transaction (including an Equity Offering, an incurrence of Indebtedness, a Change of Control or other transaction) and any redemption notice may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a related transaction. If such redemption or purchase is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and if applicable, shall state that, in the Company's discretion, the redemption date may be delayed until such time (including more than 60 days after the date the notice of redemption was mailed or delivered, including by electronic transmission) as any or all such conditions shall be satisfied, or such redemption or purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall be satisfied, or such redemption or purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date, or by the redemption date as so delayed. In addition, the Company may provide in such notice that payment of the redemption price and performance of the Company's obligations with respect to such redemption may be performed by another Person.

Section 3.05. *Deposit of Redemption or Purchase Price*.

One Business Day prior to the redemption or purchase date, the Company will deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption or purchase price of, accrued interest, if any, on all Notes to be redeemed or purchased on that date. The Trustee or the Paying Agent will promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company in excess of the amounts necessary to pay the redemption or purchase price of, accrued interest, if any, on all Notes to be redeemed or purchased.

If the Company complies with the provisions of the preceding paragraph, on and after the redemption or purchase date, interest will cease to accrue on the Notes or the portions of Notes called for redemption or purchase. If a Note is redeemed or purchased on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date, and no additional interest will be payable to Holders whose Note will be subject to redemption by the Company. If any Note called for redemption or purchase is not so paid upon surrender for redemption or purchase because of the failure of the Company to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption or purchase date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

Section 3.06. *Notes Redeemed or Purchased in Part*.

Upon surrender of a Note that is redeemed or purchased in part, the Company will issue and, upon receipt of an Authentication Order, the Trustee will authenticate for the Holder at the expense of the Company a new Note equal in principal amount to the unredeemed or unpurchased portion of the Note surrendered.

Section 3.07. *Optional Redemption*.

(a) Except pursuant to the following paragraphs, the Notes will not be redeemable at the Company's option prior to January 1, 2025.

(b) At any time prior to January 1, 2025, the Company may on any one or more occasions redeem up to 40% of the aggregate principal amount of Notes issued under this Indenture, upon not less than 10 nor more than 60 days' notice, at a redemption price equal to 105.625% of the principal amount of the Notes redeemed, plus accrued and unpaid interest to, but not including, the date of redemption (subject to the rights of Holders of Notes on the relevant record date to receive interest on the relevant interest payment date), in an amount not to exceed the net proceeds from an Equity Offering; *provided* that:

(1) at least 60% of the aggregate principal amount of Notes originally issued under this Indenture (excluding Notes held by the Parent, the Company and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and

(2) in each case, the redemption occurs within 90 days after the closing of such Equity Offering.

(c) At any time prior to January 1, 2025, the Company may on any one or more occasions redeem all or a part of the Notes, upon not less than 10 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the Notes redeemed, plus the Applicable Premium as of, and accrued and unpaid interest to, but not including, the date of redemption, subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date.

(d) The Notes may be redeemed pursuant to Section 4.15(e) hereof.

(e) On or after January 1, 2025, the Company may on any one or more occasions redeem all or a part of the Notes, upon not less than 10 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest on the Notes redeemed, to, but not including, the applicable date of redemption, if redeemed during the twelve-month period beginning on January 1 of the years indicated below, subject to the rights of Holders of Notes on the relevant record date to receive interest on the relevant interest payment date:

Year	Percentage
2025	102.813%
2026	101.406%
2027 and thereafter	100.000%

Unless the Company defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

(f) Any redemption pursuant to this Section 3.07 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

(g) Notwithstanding the foregoing, in connection with any tender offer for the Notes, including a Change of Control Offer or Asset Sale Offer, if Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in such tender offer, the Company, or any third party making such tender offer in lieu of the Company, purchases all of the Notes validly tendered and not withdrawn by such holders, the Company or such third party will have the right upon not less than 10 nor more than 60 days' prior notice, to redeem all Notes that remain outstanding following such purchase at a redemption price equal to the price offered to each Holder (excluding any early tender or incentive fee) in such tender offer plus, to the extent not included in the tender offer payment, accrued and unpaid interest, if any, thereon, to, but excluding, the date of such redemption.

Section 3.08. *Mandatory Redemption*.

Except as set forth below under Section 3.10, the Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes. However, under certain circumstances, the Company may be required to offer to purchase Notes (as described under Section 3.09, 4.10 and 4.15 hereof). The Company may at any time and from time to time purchase outstanding debt securities or loans, including the Notes, in privately negotiated or open market transactions, by tender offer or otherwise.

Section 3.09. *Offer to Purchase by Application of Excess Proceeds*.

In the event that, pursuant to Section 4.10(d) hereof, the Company is required to commence an offer to all Holders to purchase Notes (an "*Asset Sale Offer*"), it will follow the procedures specified in Section 4.10(d) and (e) and the additional procedures specified below.

The Asset Sale Offer will remain open for a period of at least 20 Business Days following its commencement and not more than 30 Business Days, except to the extent that a longer period is required by applicable law (the "*Offer Period*"). No later than three Business Days after the termination of the Offer Period (the "*Purchase Date*"), the Company will apply all Excess Proceeds (the "*Offer Amount*") pursuant to Section 4.10(d).

If the Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest will be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest will be payable to Holders who tender Notes pursuant to the Asset Sale Offer.

Upon the commencement of an Asset Sale Offer, the Company will send, by first class mail (or otherwise cause to be transmitted in accordance with the Applicable Procedures), a notice to the Trustee and each of the Holders, with a copy to the Trustee. The notice will contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Asset Sale Offer. The notice, which will govern the terms of the Asset Sale Offer, will state:

(1) that the Asset Sale Offer is being made pursuant to this Section 3.09 and Section 4.10 hereof and the length of time the Asset Sale Offer will remain open;

(2) the Offer Amount, the purchase price and the Purchase Date;

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

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

(5) that Holders electing to have a Note purchased pursuant to an Asset Sale Offer may elect to have Notes purchased in denominations of $2,000 or an integral multiple of $1,000 in excess thereof;

(6) that Holders electing to have Notes purchased pursuant to any Asset Sale Offer will be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" attached to the Notes completed, or transfer by book-entry transfer, to the Company, a Depositary, if appointed by the Company, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;

(7) that Holders will be entitled to withdraw their election if the Company, the Depositary or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

(8) that, if the aggregate principal amount of Notes and other *pari passu* Indebtedness surrendered by holders thereof exceeds the Offer Amount, the Company will select the Notes and other *pari passu* Indebtedness to be purchased on a *pro rata* basis based on the principal amount of Notes and such other *pari passu* Indebtedness surrendered (with such adjustments as may be deemed appropriate by the Company so that only Notes in denominations of $2,000, or an integral multiple of $1,000 in excess thereof, will be purchased); and

(9) that Holders whose Notes were purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer).

On or before the Purchase Date, the Company will, to the extent lawful, accept Notes for payment pursuant to Section 4.10(d), and will deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating that such Notes or portions thereof were accepted for payment by the Company in accordance with the terms of this Section 3.09. The Company, the Depositary or the Paying Agent, as the case may be, will promptly (but in any case not later than five days after the Purchase Date) mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes tendered by such Holder and accepted by the Company for purchase, and the Company will promptly issue a new Note, and the Trustee, upon written request from the Company, will authenticate and mail or deliver (or cause to be transferred by book entry) such new Note to such Holder, in a principal amount equal to any unpurchased portion of the Note surrendered. Any Note not so accepted shall be promptly mailed or delivered by the Company to the Holder thereof. The Company will publicly announce the results of the Asset Sale Offer on the Purchase Date.

Other than as specifically provided in this Section 3.09, any purchase pursuant to this Section 3.09 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

Section 3.10. *Special Mandatory Redemption*.

If (1) the consummation of the Acquisition does not occur on or before March 31, 2022 (the "*Outside Date*") or (2) the Company notifies the Trustee in writing of its abandonment or termination of the Acquisition Agreement or its determination that the consummation of the Acquisition will not occur on

or before the Outside Date (the earlier of the date of delivery of such notice and the Outside Date, the "*Acquisition Deadline*"), the Company will be required to redeem the Notes (the "*Special Mandatory Redemption*") at a price (the "*Mandatory Redemption Amount*") equal to 100% of the initial issue price of the Notes plus accrued and unpaid interest from the Issue Date to, but excluding, the date of such special mandatory redemption.

The Special Mandatory Redemption will be required to occur by a date no later than 10 business days after the Acquisition Deadline, upon 5 business days' notice (the "*Special Mandatory Redemption Date*") and at a redemption price equal to the Mandatory Redemption Amount. The Company will promptly, and in any event not more than 5 business days after the Acquisition Deadline, deliver notice of the Special Mandatory Redemption to the Trustee, who will then promptly deliver such notice to each Holder of Notes at its registered address. If funds sufficient to pay the Mandatory Redemption Amount of the Notes to be redeemed on the Special Mandatory Redemption Date are deposited with the Trustee or a Paying Agent on or before such Special Mandatory Redemption Date, then on and after such Special Mandatory Redemption Date, the aggregate principal amount of Notes being redeemed will cease to bear interest.

Upon the occurrence of the closing of the Acquisition, the foregoing provisions regarding the Special Mandatory Redemption will cease to apply.

ARTICLE 4
COVENANTS

Section 4.01. *Payment of Notes*.

The Company will pay or cause to be paid the principal of, premium on, if any, and interest on the Notes on the dates and in the manner provided in the Notes. Principal, premium, if any, and interest will be considered paid on the date due if the Paying Agent, if other than the Company or a Subsidiary thereof, holds as of 12:00 p.m. Eastern Time on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest, if any, then due. If an interest payment date, redemption date, the maturity date or any other date for any payment in respect of the Notes falls on a day that is not a Business Day, the related payment of principal or interest will be made on the next succeeding Business Day as if made on the date the payment was due, and no interest shall accrue for the intervening period.

The Company will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at a rate that is 1% higher than the then applicable interest rate on the Notes to the extent lawful; it will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest, if any (without regard to any applicable grace period), at the same rate to the extent lawful.

Section 4.02. *Maintenance of Office or Agency*.

The Company will maintain in the Borough of Manhattan, the City of New York, an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company fails to maintain any such required office or agency or fails to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided, however*, that no such designation or rescission will in any manner relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, the City of New York for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Company hereby designates the Corporate Trust Office of the Trustee as one such office or agency of the Company in accordance with Section 2.03 hereof.

Section 4.03. *Reports*.

(a) Whether or not required by the rules and regulations of the SEC, so long as any Notes are outstanding, the Company (or the Parent from the Guarantee Effective Date) will furnish to the Holders of Notes or cause the Trustee to furnish to the Holders of Notes (or file with the SEC for public availability), no later than thirty days after the expiration of the time periods specified in the SEC's rules and regulations:

(1) all quarterly and annual reports that would be required to be filed with the SEC on Forms 10-Q and 10-K if the Company (or the Parent from the Guarantee Effective Date) were required to file such reports, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report thereon by the Company's certified independent accountants (or the Parent's certified independent accountants from the Guarantee Effective Date); and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if the Company (or the Parent from the Guarantee Effective Date) were required to file such reports.

All such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. In addition, the Company (or the Parent from the Guarantee Effective Date) will file a copy of each of the reports referred to in clauses (1) and (2) above with the SEC for public availability within the time periods specified above (unless the SEC will not accept such a filing) and will post the reports on its website within those time periods.

If, at any time, the Company (or the Parent from the Guarantee Effective Date) is no longer subject to the periodic reporting requirements of the Exchange Act for any reason, the Company (or the Parent from the Guarantee Effective Date) will nevertheless continue filing the reports specified in the preceding paragraphs of this Section 4.03 with the SEC within the time periods specified above unless the SEC will not accept such a filing. The Company (or the Parent from the Guarantee Effective Date) will not take any action for the purpose of causing the SEC not to accept any such filings. If, notwithstanding the foregoing, the SEC will not accept the Company's (or the Parent's from the Guarantee Effective Date) filings for any reason, the Company (or the Parent from the Guarantee Effective Date) will post the reports referred to in the preceding paragraphs on its website within the time periods specified in this Section 4.03.

(b) If the Company (or the Parent from the Guarantee Effective Date) has designated any of its Subsidiaries as Unrestricted Subsidiaries, then the quarterly and annual financial information required by paragraph (a) of this Section 4.03 will include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in Management's Discussion and Analysis of Financial Condition and Results of Operations, of the financial condition and results of operations of the Parent, the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company or the Parent (as applicable).

(c) For so long as any Notes remain outstanding, if at any time they are not required to file with the SEC the reports required by paragraphs (a) and (b) of this Section 4.03, the Company and the Guarantors will furnish to the Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

(d) Notwithstanding the foregoing, the Company (and the Parent from the Guarantee Effective Date) shall be deemed to have furnished the reports required by paragraphs (a) and (b) of this Section 4.03 to the Trustee and the Holders on the date the Company (or the Parent from the Guarantee Effective Date) files such reports with the SEC via the EDGAR filing system (or any successor thereto) and such reports become publicly available.

Section 4.04. *Compliance Certificate*.

(a) The Company and each Guarantor shall deliver to the Trustee, within 120 days after the end of each fiscal year, an Officers' Certificate stating that a review of the activities of the Parent, the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Company has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge the Company has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default has occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Company is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of, premium on, if any, or interest on the Notes is prohibited or if such event has occurred, a description of the event and what action the Company is taking or proposes to take with respect thereto.

(b) So long as any of the Notes are outstanding, the Company will deliver to the Trustee, forthwith upon any Officer becoming aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

Section 4.05. *Taxes*.

The Parent and the Company will pay, and will cause each of its Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes.

Section 4.06. *Stay, Extension and Usury Laws*.

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

Section 4.07. *Restricted Payments*.

(a) The Company, or, from and after the Guarantee Effective Date, the Parent will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of the Company's (or, from and after the Guarantee Effective Date, the Parent's) or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Parent, the Company or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Company's (or, from and after the Guarantee Effective Date, the Parent's) or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Company (prior to the Guarantee Effective Date) and the Parent (from the Guarantee Effective Date) and other than dividends or distributions payable to the Company (or the Parent from and after the Guarantee Effective Date) or a Restricted Subsidiary thereof);

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Company (prior to the Guarantee Effective Date) or the Parent (from the Guarantee Effective Date)) any Equity Interests of the Company (prior to the Guarantee Effective Date) and the Parent (from the Guarantee Effective Date) or any direct or indirect parent of the Company (including the Parent);

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of the Company or any Guarantor that is contractually subordinated in right of payment to the Notes or to any Note Guarantee (excluding any intercompany Indebtedness between or among the Company (or, from the Guarantee Effective Date, the Parent) and any of its Restricted Subsidiaries), except a payment of interest or a payment of principal at the Stated Maturity thereof; or

(4) make any Restricted Investment

(all such payments and other actions set forth in these clauses (1) through (4) above being collectively referred to as "*Restricted Payments*"), unless, at the time of and after giving effect to such Restricted Payment:

(i) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(ii) prior to the Guarantee Effective Date, the Company or, from and after the Guarantee Effective Date, the Parent would, at the time of such Restricted Payment and after giving *pro forma* effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a) hereof; and

(iii) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Parent, the Company and its Restricted Subsidiaries since the Existing Notes Issue Date (excluding Restricted Payments permitted by clauses (2), (3), (4), (5), (6), (7), (8), (9), (10), (11), (12) and (13) of paragraph (b) of this Section 4.07), is less than the sum, without duplication, of:

(A) 50% of the Consolidated Net Income of the Company (prior to the Guarantee Effective Date) and the Parent (from the Guarantee Effective Date) for the period (taken as one accounting period) commencing October 1, 2020 to the end of the Parent's (from the Guarantee Effective Date) or, prior to such date, the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit); *plus*

(B) 100% of the aggregate net cash proceeds received by the Company (or, following the Guarantee Effective Date, the Parent) since the Existing Notes Issue Date as a contribution to its common equity capital or from the issue or sale of Qualifying Equity Interests of the Parent or the Company (as applicable) or from the issue or sale of convertible or exchangeable Disqualified Stock of the Parent or the Company (as applicable) or convertible or exchangeable debt securities of the Parent or the Company (as applicable), in each case that have been converted into or exchanged for such Qualifying Equity Interests of the Parent or the Company (as applicable) (other than Qualifying Equity Interests and convertible or exchangeable Disqualified Stock or debt securities sold to a Subsidiary of the Parent or the Company); *plus*

(C) to the extent that any Restricted Investment that was made after the Existing Notes Issue Date is (a) sold for cash or otherwise cancelled, liquidated or repaid for cash, or (b) made in an entity that subsequently becomes a Restricted Subsidiary of the Parent or the Company (as applicable), the Fair Market Value of such Restricted Investment as of the date such entity becomes a Restricted Subsidiary (or, if less, the amount of cash received upon repayment or sale); *plus*

(D) to the extent that any Unrestricted Subsidiary of the Parent or the Company (as applicable) designated as such after the Existing Notes Issue Date is redesignated as a Restricted Subsidiary after the Existing Notes Issue Date, the Fair Market Value of the Parent's or the Company's Restricted Investment in such Subsidiary as of the date of such redesignation, after deducting any Indebtedness associated with the Unrestricted Subsidiary so designated; *plus*

(E) 100% of any dividends received in cash by the Parent (from and after the Guarantee Effective Date) or the Company (prior to the Guarantee Effective Date), or a Restricted Subsidiary thereof that is a Guarantor after the Existing Notes Issue Date from an Unrestricted Subsidiary of the Parent or the Company, as applicable to the extent that such dividends were not otherwise included in the Consolidated Net Income of the Company or the Parent for such period; *plus*

(F) $100.0 million.

(b) The provisions of Section 4.07(a) hereof will not prohibit:

(1) the payment of any dividend or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the provisions of this Indenture;

(2) the making of any Restricted Payment in exchange for, or out of or with the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Parent or the Company, as applicable) of, Equity Interests of the Company (prior to the Guarantee Effective Date) and the Parent (from the Guarantee Effective Date) (other than Disqualified Stock) or from the substantially concurrent contribution of common equity capital to the Company (prior to the Guarantee Effective Date) and the Parent (from the Guarantee Effective Date); *provided* that the amount of any such net cash proceeds that are utilized for any such Restricted Payment will not be considered to be net proceeds of Qualifying Equity Interests for purposes of Section 4.07(a)(iii)(B) and will not be considered to be net cash proceeds from an Equity Offering for purposes of Section 3.07 of this Indenture;

(3) the payment of any dividend (or, in the case of any partnership or limited liability company, any similar distribution) by a Restricted Subsidiary of, from and after the Guarantee Effective Date, the Parent or, prior to such date, the Company to the holders of its Equity Interests on a *pro rata* basis or on a basis more favorable to the Parent or the Company, as applicable;

(4) the repurchase, redemption, defeasance or other acquisition or retirement for value of Indebtedness of the Company or any Guarantor that is contractually subordinated to the Notes or to any Note Guarantee with the net cash proceeds from a substantially concurrent incurrence of Permitted Refinancing Indebtedness;

(5) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Parent, the Company or any Restricted Subsidiary thereof held by any future, current or former officer, director, employee or consultant of the Parent, the Company or any of its Restricted Subsidiaries pursuant to any employment agreement, equity subscription agreement, stock option agreement, shareholders' agreement or similar agreement; *provided* that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests may not exceed $10.0 million in any fiscal year (with unused amounts in any year carried over to future years) plus the amount of cash proceeds from any key man life insurance received in such fiscal year; *provided* that such amount may be increased by an amount not to exceed the cash proceeds from the sale of Equity Interests of the Company (prior to the Guarantee Effective Date) and the Parent (from the Guarantee Effective Date) to current or former members of management, directors, managers or consultants of the Parent, the Company or any of its Subsidiaries that occurs after the date of this Indenture, to the extent the cash proceeds from the sale of such Equity Interests have not otherwise been applied to the making of Restricted Payments by virtue of Section 4.07(a)(iii)(B);

(6) the repurchase of Equity Interests deemed to occur upon the exercise of stock options, warrants or other convertible or exchangeable securities to the extent such Equity Interests represent a portion of the exercise price of those stock options, warrants or other convertible or exchangeable securities, the withholding of a portion of Equity Interests granted or awarded to a current or former officer, director, employee or consultant to pay for the taxes payable by such person upon such grant or award (or vesting thereof) or the cancellation of stock options, warrants or other Equity Interest awards;

(7) the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Stock of the Company (prior to the Guarantee Effective Date) or the Parent (from and after such date) or any preferred stock of any Restricted Subsidiary issued on or after the date of this Indenture in accordance with the Fixed Charge Coverage Ratio test described in Section 4.09(a) hereof;

(8) payments of cash, dividends, distributions, advances or other Restricted Payments by the Parent, the Company or any of its Restricted Subsidiaries to allow the payment of cash in lieu of the issuance of fractional shares upon (i) the exercise of options or warrants or (ii) the conversion or exchange of Capital Stock of any such Person;

(9) the repurchase or other acquisition for value of Capital Stock of the Company with the net proceeds received by the Company from the offering of the 2028 Notes originally issued as described in the offering memorandum for the 2028 Notes; *provided* that the aggregate price paid for all such repurchases or other acquisitions of Capital Stock may not exceed the greater of (a) 5.00% of Consolidated Total Assets and (b) $200.0 million in the aggregate;

(10) (i) other Restricted Payments in an aggregate amount not to exceed $100.0 million since the date of this Indenture; and (ii) other Restricted Payments so long as, after giving *pro forma* effect to the payment of any such Restricted Payment, the Consolidated Total Debt Ratio shall be less than 3.00 to 1.00;

(11) the repurchase, redemption or other acquisition or retirement for value of any subordinated Indebtedness pursuant to provisions similar to those described in Sections 4.10 or 4.15 hereof; *provided* that all Notes tendered by Holders in connection with a Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed or acquired for value;

(12) distributions or payments of Receivables Fees; and

(13) the declaration and payment of regularly scheduled or accrued dividends to holders of the common stock of the Company (prior to the Guarantee Effective Date) and the Parent (from the Guarantee Effective Date) on or after the Issue Date in an aggregate amount not to exceed the greater of (a) 2.50% of Consolidated Total Assets and (b) $100.0 million in any fiscal year.

(c) The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Parent, the Company or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. For purposes of this Section 4.07, if a particular Restricted Payment involves a non-cash payment, including a distribution of assets, then such Restricted Payment shall be deemed to be an amount equal to the cash portion of such Restricted Payment, if any, plus an amount equal to the Fair Market Value of the non-cash portion of such Restricted Payment.

(d) For the purposes of determining compliance with this Section 4.07, (i) a Restricted Payment or Permitted Investment need not be permitted solely by reference to one category of permitted Restricted Payments (or any portion thereof) or Permitted Investments (or any portion thereof) described in the above clauses or the definitions thereof but may be permitted in part under any combination thereof and (ii) in the event that a Restricted Payment (or any portion thereof) or Permitted Investment (or any portion thereof) meets the criteria of more than one of the types of Restricted Payments or (or any portion thereof) Permitted Investments (or any portion thereof) described in the above clauses or the definitions thereof, the Company, in its sole discretion, may divide and classify, and from time to time may divide and reclassify (based on circumstances existing at the time of such division or reclassification), such Restricted Payment (or any portion thereof) or Permitted Investment (or any portion thereof) if it would have been permitted at the time such Restricted Payment or Permitted Investment was made and at the time of any such reclassification, except that the Company may not reclassify any Restricted Payment or Permitted Investment as having been made under Section 4.07(b)(10) if originally made under another clause of Section 4.07(b), under Section 4.07(a)(iii) or as a Permitted Investment.

(e) In connection with any commitment, definitive agreement, declaration, notice, action or similar event relating to the payment or making of an Investment or Restricted Payment, the Parent, the Company or the applicable Restricted Subsidiary may designate such Investment or Restricted Payment as having occurred on the date of the commitment, definitive agreement, declaration, notice, action or similar event relating thereto (such date, the "*Election Date*") if, after giving *pro forma* effect to such Investment or Restricted Payment and all related transactions in connection therewith and any related *pro forma* adjustments, the Parent, the Company or any of its Restricted Subsidiaries would have been permitted to make such Investment or Restricted Payment on the relevant Election Date in compliance with this Indenture, and any related subsequent actual declaration, payment or making of such Investment or Restricted Payment will be deemed for all purposes under this Indenture to have been made on such Election Date, including, without limitation, for purposes of calculating any ratio, compliance with any test, usage of any baskets hereunder (if applicable) and Consolidated EBITDA and for purposes of determining whether there exists any Default or Event of Default (and all such calculations on and after such Election Date until the termination, expiration, passing, rescission, retraction or rescindment of such commitment, definitive agreement, declaration, notice, action or similar event shall be made on a *pro forma* basis giving effect thereto and all related transactions in connection therewith).

Section 4.08. *Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries*.

(a) The Company, or, from and after the Guarantee Effective Date, the Parent will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to the Parent (from the Guarantee Effective Date), the Company or any of its Restricted Subsidiaries or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to the Parent (from the Guarantee Effective Date), the Company or any of its Restricted Subsidiaries;

(2) make loans or advances to the Parent (from the Guarantee Effective Date), the Company or any of its Restricted Subsidiaries; or

(3) sell, lease or transfer any of its properties or assets to the Parent (from the Guarantee Effective Date), the Company or any of its Restricted Subsidiaries.

(b) The restrictions in Section 4.08(a) hereof will not apply to encumbrances or restrictions existing under or by reason of:

(1) any agreement in existence on the date of this Indenture, including agreements governing Existing Indebtedness and Credit Facilities as in effect on the date of this Indenture and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provided* that the amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the date of this Indenture;

(2) this Indenture, the Notes and the Note Guarantees;

(3) agreements governing other Indebtedness permitted to be incurred under Section 4.09 hereof and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provided* that the restrictions therein, taken as a whole, are not materially more restrictive, taken as a whole, than those contained in this Indenture, the Notes and the Note Guarantees;

(4) applicable law, rule, regulation or order or the terms of any license, authorization, concession or permit;

(5) any instrument or agreement governing Indebtedness or Capital Stock of a Person acquired by or merged or consolidated with or into the Parent (from the Guarantee Effective Date), the Company or any of its Restricted Subsidiaries, or of an Unrestricted Subsidiary that is designated a Restricted Subsidiary or that is assumed in connection with or in contemplation of such acquisition of assets from such Person, in each case as in effect at the time of such transaction, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired or merged; *provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of this Indenture to be incurred; *provided further* that for purposes of this clause (5), if a Person other than the Company or the Parent (from the Guarantee Effective Date) is the successor issuer with respect thereto, any Subsidiary thereof or agreement or instrument of such Person or any such Subsidiary shall be deemed acquired or assumed, as the case may be, by the Parent (from the Guarantee Effective Date), the Company or a Restricted Subsidiary, as the case may be, when such Person becomes such successor issuer;

(6) customary non-assignment and similar provisions in contracts, leases, sub-leases, licenses and sub-licenses and provisions restricting sub-letting or sub-licensing in contracts, leases, sub-leases, licenses and sub-licenses entered into in the ordinary course of business;

(7) mortgage financings, purchase money obligations for property acquired in the ordinary course of business and Capital Lease Obligations that impose restrictions on the property purchased or leased of the nature described in clause (3) of Section 4.08(a) hereof;

(8) with respect to a Restricted Subsidiary (or any of its property or assets), encumbrances or restrictions imposed pursuant to an agreement entered into for the direct or indirect sale or disposition of all or substantially all the Capital Stock or assets of such Restricted Subsidiary (or the property or assets that are subject to such restriction) pending the closing of such sale or disposition;

(9) Permitted Refinancing Indebtedness; *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(10) Liens permitted to be incurred under the provisions of Section 4.12 hereof that limit the right of the debtor to dispose of the assets subject to such Liens;

(11) provisions limiting the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements, licenses, sub-licenses, leases, sub-leases and other similar agreements (including agreements entered into in connection with a Restricted Investment) in the ordinary course of business, which limitation is applicable only to the assets that are the subject of such agreements;

(12) restrictions on cash, Cash Equivalents or other deposits or net worth imposed by customers or suppliers or required by insurance, surety or bonding companies, in each case, under contracts entered into in the ordinary course of business;

(13) any encumbrance or restriction arising or agreed to in the ordinary course of business, not relating to any Indebtedness, and that does not, individually or in the aggregate, detract from the value of the property or assets of the Parent (from the Guarantee Effective Date), the Company or any of its Restricted Subsidiaries in any manner material to the Parent (from the Guarantee Effective Date), the Company or its Restricted Subsidiaries;

(14) customary encumbrances or restrictions contained in agreements in connection with Hedging Obligations or Treasury Management Obligations permitted under this Indenture;

(15) by virtue of any transfer of, agreement to transfer, option or right with respect to, any property or assets of the Parent (from the Guarantee Effective Date), the Company or any Restricted Subsidiary not otherwise prohibited by this Indenture;

(16) which exists with respect to a Person that becomes a Restricted Subsidiary or merges with or into a Restricted Subsidiary of the Company or the Parent (from the Guarantee Effective Date), on or after the date of this Indenture, which is in existence at the time such Person becomes a Restricted Subsidiary, but not created in connection with or in anticipation of such Person becoming a Restricted Subsidiary, and which is not applicable to any Person or the property or assets of any Person other than such Person or the property or assets of such Person becoming a Restricted Subsidiary;

(17) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business or consistent with industry practice;

(18) restrictions under customary provisions in partnership agreements, limited liability company organizational or governance documents, joint venture agreements, corporate charters, stockholders' agreements and other similar agreements and documents on the transfer of ownership interests in such partnership, limited liability company, joint venture or similar person;

(19) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Parent, the Company or any Restricted Subsidiary;

(20) a security agreement governing a Lien permitted under this Indenture containing customary restrictions on the transfer of any property or assets;

(21) customary restrictions pursuant to the terms of a Permitted Receivables Financing; and

(22) any encumbrance or restriction existing under any agreement that extends, renews, refinances, replaces, amends, modifies, restates or supplements the agreements containing the encumbrances or restrictions in the foregoing clauses (1) through (21), or in this clause (22); *provided* that the terms and conditions of any such encumbrances or restrictions are no more restrictive in any material respect than those under or pursuant to the agreement so extended, renewed, refinanced, replaced, amended, modified, restated or supplemented.

(c) Nothing contained in this Section 4.08 shall prevent the Parent (from the Guarantee Effective Date), the Company or any Restricted Subsidiary from (i) creating, incurring, assuming or suffering to exist any Liens otherwise permitted pursuant to Section 4.12 hereof, or (ii) restricting the sale or other disposition of property or assets of the Parent (from the Guarantee Effective Date), the Company or any of its Restricted Subsidiaries that secure Indebtedness of the Parent (from the Guarantee Effective Date), the Company or any of its Restricted Subsidiaries incurred in accordance with this Indenture.

(d) For purposes of determining compliance with this Section 4.08, (1) the priority of any preferred stock in receiving dividends prior to distributions being paid on common equity shall not be deemed a restriction on the ability to make distributions on Equity Interests and (2) the subordination of loans or advances made to the Parent, the Company or a Restricted Subsidiary to other Indebtedness incurred by the Parent, the Company or any such Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

Section 4.09. *Incurrence of Indebtedness and Issuance of Preferred Stock*.

(a) The Company (prior to the Guarantee Effective Date) and the Parent (from and after the Guarantee Effective Date) will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "*incur*") any Indebtedness (including Acquired Debt), and the Company (prior to the Guarantee Effective Date) and the Parent (from the Guarantee Effective Date) will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; *provided*, *however*, that the Parent or the Company, as applicable may incur Indebtedness (including Acquired Debt), the Company (prior to the Guarantee Effective Date) or the Parent (from the Guarantee Effective Date) may issue Disqualified Stock, and the Subsidiary Guarantors (and the Company, following the Guarantee Effective Date) may incur Indebtedness (including Acquired Debt) or issue preferred stock, if the Fixed Charge Coverage Ratio for the Company's (or the Parent's from the Guarantee Effective Date) most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or such preferred stock is issued, as the case may be, would have been at least 2.0 to 1.0, determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Disqualified Stock or the preferred stock had been issued, as the case may be, at the beginning of such four-quarter period.

(b) The provisions of Section 4.09(a) hereof will not prohibit the incurrence of any of the following items of Indebtedness (collectively, "*Permitted Debt*"):

(1) the incurrence by the Company and any Guarantor of additional Indebtedness and letters of credit under Credit Facilities in an aggregate principal amount at any one time outstanding under this clause (1) (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of the Parent, the Company and its Restricted Subsidiaries thereunder) not to exceed (as of the date of incurrence of Indebtedness under this clause (1) and after giving *pro forma* effect to such incurrence and the application of net proceeds therefrom) the greater of (A) $1,000.0 million and (B) 27.50% of Consolidated Total Assets as of the date of such incurrence;

(2) the incurrence by the Company and its Restricted Subsidiaries of the Existing Indebtedness and Disqualified Stock existing on the date of this Indenture;

(3) the incurrence by the Company and the Guarantors of Indebtedness represented by the Notes to be issued on the date of this Indenture and the related Note Guarantees (other than any Additional Notes and related Note Guarantees);

(4) the incurrence by the Parent, the Company or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations (other than Deemed Capitalized Leases), mortgage financings, purchase money obligations or Disqualified Stock, in each case, incurred or issued for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property, plant or equipment used in the business of the Parent, the Company or any of its Restricted Subsidiaries, in an aggregate principal amount or accreted liquidation preference, including all Permitted Refinancing Indebtedness incurred or issued to renew, refund, refinance, replace, defease or discharge any Indebtedness or Disqualified Stock incurred or issued pursuant to this clause (4), not to exceed the greater of $300.0 million or 7.50% of Consolidated Total Assets at any time outstanding;

(5) the incurrence by the Parent, the Company or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness or the issuance by the Company (prior to the Guarantee Effective Date) or the Parent (from the Guarantee Effective Date) of Disqualified Stock (including additional Disqualified Stock issued to pay premiums, retirement costs, accrued dividends and fees and expenses in connection therewith) in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease, discharge or extend any Indebtedness or Disqualified Stock (other than intercompany Indebtedness or Disqualified Stock) that was permitted by this Indenture to be incurred under Section 4.09(a) hereof or clauses (2), (3), (4), (5), (12), (16), (18), (19) or (24) of this Section 4.09(b);

(6) the incurrence by the Company (or, following the Guarantee Effective Date, the Parent) or any of its Restricted Subsidiaries of intercompany Indebtedness between or among the Company (or, following the Guarantee Effective Date, the Parent) and any of its Restricted Subsidiaries; *provided, however*, that:

(A) if:

(1) the Company or any Guarantor is the obligor on such Indebtedness; and

(2) the payee is not the Company or a Guarantor,

then such Indebtedness must be unsecured and expressly subordinated to the prior payment in full in cash of all Obligations then due with respect to the Notes, in the case of the Company, or the Note Guarantee, in the case of a Guarantor; and

(B) (1) any subsequent issuance or transfer of Equity Interests that results in any Indebtedness incurred under this clause (6) being held by a Person other than the Parent or the Company (as applicable) or a Restricted Subsidiary thereof; and

(2) any sale or other transfer of any Indebtedness incurred under this clause (6) to a Person that is not either the Parent or the Company(as applicable) or a Restricted Subsidiary thereof,

will be deemed, in each case, to constitute an incurrence of such Indebtedness by the Parent, the Company or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the issuance by any of the Restricted Subsidiaries to the Parent (from and after the Guarantee Effective Date only), the Company or to any of its Restricted Subsidiaries of shares of preferred stock; *provided, however*, that:

(A) any subsequent issuance or transfer of Equity Interests that results in any such preferred stock being held by a Person other than the Parent (if applicable), the Company or a Restricted Subsidiary thereof; and

(B) any sale or other transfer of any such preferred stock to a Person that is not either the Parent (if applicable), the Company or a Restricted Subsidiary thereof,

will be deemed, in each case, to constitute an issuance of such preferred stock by such Restricted Subsidiary that was not permitted by this clause (7);

(8) the incurrence by the Parent, the Company or any of its Restricted Subsidiaries of Hedging Obligations and Obligations with respect to Treasury Management Arrangements in the ordinary course of business;

(9) the guarantee by the Parent, the Company or any Restricted Subsidiary of Indebtedness of the Parent (from and after the Guarantee Effective Date only), the Company or a Restricted Subsidiary thereof, to the extent that the guaranteed Indebtedness was permitted to be incurred by another provision of this Section 4.09; *provided* that if the Indebtedness being guaranteed is subordinated to or *pari passu* with the Notes, then the Guarantee must be subordinated or *pari passu*, as applicable, to the same extent as the Indebtedness guaranteed;

(10) the incurrence by the Parent, the Company or any of its Restricted Subsidiaries of Indebtedness in respect of letters of credit, workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance, self-insurance obligations, statutory obligations, bankers' acceptances, bank guarantees, customs bonds, stay bonds, performance and surety bonds, completion guarantees, bid bonds, appeal bonds and similar obligations in the ordinary course of business or consistent with industry practice;

(11) the incurrence by the Parent, the Company or any of its Restricted Subsidiaries of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within ten Business Days;

(12) the incurrence by Foreign Subsidiaries of Indebtedness in an aggregate principal amount at any time outstanding pursuant to this clause (12), including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (12), not to exceed the greater of $200.0 million or 5.00% of Consolidated Total Assets (or the equivalent thereof, measured at the time of each incurrence, in the applicable foreign currency) (it being understood that any Indebtedness incurred pursuant to this clause (12) shall cease to be deemed incurred or outstanding for purposes of this clause (12) but shall be deemed incurred for the purposes of Section 4.09(a) from and after the first date on which such Foreign Subsidiary could have incurred such Indebtedness under Section 4.09(a) without reliance upon this clause (12));

(13) the incurrence by the Parent, the Company or any of its Restricted Subsidiaries of Indebtedness in respect of endorsements of negotiable instruments in the ordinary course of business;

(14) the incurrence by the Parent, the Company or any of its Restricted Subsidiaries of Indebtedness consisting of the financing of insurance premiums in the ordinary course of business;

(15) the incurrence by the Parent, the Company or any of its Restricted Subsidiaries of:

(A) Indebtedness consisting of seller financing, seller notes and other similar obligations incurred in connection with any Permitted Investment in an aggregate principal amount not to exceed the greater of $75.0 million and 2.25% of Consolidated Total Assets at any time outstanding; or

(B) Indebtedness arising from agreements of the Parent, the Company or its Restricted Subsidiaries providing for working capital adjustments, purchase price adjustments, non-competes, consulting, deferred compensation, holdbacks, earn-out obligations, contingent consideration, contributions and similar obligations incurred in connection with any Permitted Investment or disposition of any business;

(16) Indebtedness of any Person that is assumed by the Parent, the Company or a Restricted Subsidiary in connection with the acquisition of such Person or Indebtedness of any Person that becomes a Restricted Subsidiary (or of any Person not previously a Restricted Subsidiary that is merged or consolidated with or into the Parent, the Company or a Restricted Subsidiary) after the date hereof as a result of an Investment permitted hereunder and all Permitted Refinancing Indebtedness thereof; *provided* that after giving effect to such Person becoming a Restricted Subsidiary (or to such merger or consolidation), the Company (prior to the Guarantee Effective Date) or the Parent (thereafter) would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in clause (a) of this Section 4.09 or the Fixed Charge Coverage Ratio of the Company (or the Parent from the Guarantee Effective Date) would equal or exceed the Fixed Charge Coverage Ratio of the Company (or the Parent from the Guarantee Effective Date) immediately prior to giving effect thereto;

(17) Indebtedness consisting of promissory notes issued by the Parent, the Company or any of its Restricted Subsidiaries to any future, current or former employee, director or consultant of the Parent, the Company, any of its direct or indirect parents or any of its Subsidiaries (or permitted transferees, assigns, estates or heirs of such employee, director or consultant), to finance the purchase or redemption of Equity Interests of the Parent, the Company, any of its direct or indirect parents or any of its Subsidiaries permitted by Section 4.07 hereof;

(18) the incurrence by any Domestic Subsidiary of the Parent or the Company that is not a Guarantor of Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding pursuant to this clause (18), including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (18), not to exceed the greater of $20.0 million and 0.50% of Consolidated Total Assets;

(19) the incurrence by the Parent, the Company or its Restricted Subsidiaries of additional Indebtedness or Disqualified Stock in an aggregate principal amount (or accreted value or liquidation preference, as applicable) at any time outstanding, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (19), not to exceed the greater of $300.0 million or 7.50% of Consolidated Total Assets (it being understood that any Indebtedness incurred pursuant to this clause (19) shall cease to be deemed incurred or outstanding for purposes of this clause (19) but shall be deemed incurred for the purposes of Section 4.09(a) from and after the first date on which the Parent, the Company or such Restricted Subsidiary could have incurred such Indebtedness under Section 4.09(a) without reliance upon this clause (19));

(20) Indebtedness of the Parent, the Company or any of its Restricted Subsidiaries to the extent the proceeds of such Indebtedness are deposited and used to defease or satisfy and discharge all of the Notes then outstanding;

(21) Indebtedness representing deferred compensation to employees of the Parent, the Company and its Restricted Subsidiaries in the ordinary course of business;

(22) Indebtedness incurred by the Parent, the Company and its Restricted Subsidiaries in respect of netting services, overdraft protections and similar arrangements, in each case, in connection with deposit accounts;

(23) unsecured Indebtedness in respect of credit card programs; and

(24) the incurrence by the Parent, the Company or any of its Restricted Subsidiaries of Indebtedness represented by a mortgage financing of (i) its corporate headquarters and (ii) in an amount not exceeding the greater of (A) $50.0 million and (B) 1.25% of Consolidated Total Assets, including all Permitted Refinancing Indebtedness incurred or issued to renew, refund, refinance, replace, defease or discharge any such Indebtedness incurred or issued pursuant to this clause (24); *provided* that (a) the aggregate principal amount of Indebtedness incurred under this clause (24)(i) shall not exceed the fair market value of the corporate headquarters (as determined in good faith by the Company or the Parent and measured at the time of such incurrence) and (b) any such Indebtedness under clause (24)(i) shall not be secured by Liens on any other assets of the Parent, the Company or its Restricted Subsidiaries other than such corporate headquarters improvements, accessions and appurtenances thereto and the proceeds and products thereof.

The Company and the Parent will not incur, and will not permit any Subsidiary Guarantor to incur, any Indebtedness (including Permitted Debt) that is contractually subordinated in right of payment to any other Indebtedness of the Company or such Guarantor unless such Indebtedness is also contractually subordinated in right of payment to the Notes and the applicable Note Guarantee on substantially identical terms; *provided, however*, that no Indebtedness will be deemed to be contractually subordinated in right of payment to any other Indebtedness of the Company solely by virtue of being unsecured or by virtue of being secured on a junior priority basis.

For purposes of determining compliance with this Section 4.09, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (24) above, or is entitled to be incurred pursuant to Section 4.09(a) hereof, the Company will be permitted to divide and classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this Section 4.09. Indebtedness under Credit Facilities outstanding on the date on which Notes are first issued and authenticated under this Indenture will be deemed at all times to have been incurred on such date in reliance on the exception provided by clause (1) of the definition of Permitted Debt. The accrual of interest or preferred stock dividends, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, the reclassification of preferred stock as Indebtedness due to a change in accounting principles and the payment of dividends on preferred stock or Disqualified Stock in the form of additional shares of the same class of preferred stock or Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of preferred stock or Disqualified Stock for purposes of this Section 4.09; *provided*, in each such case, that the amount thereof is included in Fixed Charges of the Company or the Parent (as applicable) as accrued. For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be utilized, calculated based on the relevant currency exchange rate in effect on the date such Indebtedness

was incurred (or, in the case of revolving Indebtedness incurred pursuant to this Section 4.09, on the date such Indebtedness was first committed); *provided*, that if any such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced. Notwithstanding any other provision of this Section 4.09, the maximum amount of Indebtedness that the Parent, the Company or any Restricted Subsidiary may incur pursuant to this Section 4.09 shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

In connection with the incurrence of (x) revolving loan Indebtedness under this Section 4.09 or (y) any commitment relating to the incurrence of Indebtedness under this Section 4.09 and the granting of any Lien to secure such Indebtedness, the Parent, the Company or the applicable Restricted Subsidiary may designate such incurrence and the granting of any Lien thereof as having occurred on the date of first incurrence of such revolving loan Indebtedness or commitment (such date, the "*Deemed Date*"), and any related subsequent actual incurrence and granting of such Lien therefor will be deemed for all purposes under this Indenture to have been incurred and granted on such Deemed Date, including, without limitation, for purposes of calculating the Consolidated Fixed Charge Coverage Ratio, usage of any baskets hereunder (if applicable) and Consolidated EBITDA (and all such calculations on and after the Deemed Date until the termination or funding of such commitment shall be made on a *pro forma* basis giving effect to the deemed incurrence, the granting of any Lien therefor and related transactions in connection therewith).

The amount of any Indebtedness outstanding as of any date will be:

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount;

(2) the principal amount of the Indebtedness, in the case of any other Indebtedness; and

(3) in respect of Indebtedness of another Person secured by a Lien on the assets of the specified Person, the lesser of:

(A) the Fair Market Value of such assets at the date of determination; and

(B) the amount of the Indebtedness of the other Person.

Section 4.10. *Asset Sales*.

(a) The Company (or, from and after the Guarantee Effective Date, the Parent) will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) the Parent or the Company, as applicable, or any of its Restricted Subsidiaries receives consideration at the time of the Asset Sale at least equal to the Fair Market Value (measured as of the date of the definitive agreement with respect to such Asset Sale) of the assets or Equity Interests issued or sold or otherwise disposed of; and

(2) at least 75% of the consideration received in the Asset Sale by the Parent or the Company, as applicable or such Restricted Subsidiary is in the form of cash or Cash Equivalents. For purposes of this provision, each of the following will be deemed to be cash:

(A) any liabilities of the Parent (from and after the Guarantee Effective Date only), the Company or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the Notes or any Note Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation or indemnity agreement that releases the Parent, the Company or such Restricted Subsidiary from or indemnifies against further liability with respect to such liabilities;

(B) any securities, notes or other obligations received by the Parent (from and after the Guarantee Effective Date only), the Company or any such Restricted Subsidiary from such transferee that are within 180 days of such Asset Sale, subject to ordinary settlement periods, converted by the Parent, the Company or such Restricted Subsidiary into cash or Cash Equivalents, to the extent of the cash or Cash Equivalents received in that conversion;

(C) any stock or assets of the kind referred to in clauses (2) or (4) of paragraph (b) of this Section 4.10, subject to the conditions stated therein;

(D) Indebtedness of any Restricted Subsidiary (other than subordinated Indebtedness or intercompany obligations) that is no longer a Restricted Subsidiary as a result of such Asset Sale, to the extent that the Parent, the Company and each other Restricted Subsidiary are released from any guarantee of payment of such Indebtedness in connection with the Asset Sale; and

(E) any Designated Noncash Consideration received by the Parent (from and after the Guarantee Effective Date only), the Company or such Restricted Subsidiary in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Noncash Consideration received pursuant to this clause (E) that has not previously been converted to cash not to exceed the greater of $100.0 million or 2.75% of Consolidated Total Assets at the time of receipt of such Designated Noncash Consideration, with the Fair Market Value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value.

(b) Within 365 days after the receipt of any Net Proceeds from an Asset Sale (a binding commitment entered into within such 365 day period shall be treated as a permitted application of the Net Proceeds so long as such Net Proceeds shall be applied to satisfy such commitment within 180 days of the date of such commitment), the Parent ((from and after the Guarantee Effective Date) or the Company (prior to such date) or one or more Restricted Subsidiaries may apply an amount equal to the amount of such Net Proceeds:

(1) to repay (a) Indebtedness and other Obligations under a Credit Facility; or (b) other Indebtedness (other than Indebtedness contractually subordinated in right of payment to the Notes or to any Note Guarantee) of the Parent (from and after the Guarantee Effective Date only), the Company or any Restricted Subsidiary thereof secured by a Permitted Lien;

(2) to acquire all or substantially all of the assets of, or any Capital Stock of, another Permitted Business, if, after giving effect to any such acquisition of Capital Stock, the Permitted Business is or becomes a Restricted Subsidiary of the Parent (from and after the Guarantee Effective Date only) or the Company;

(3) to make one or more capital expenditures; or

(4) to acquire other assets that are not classified as current assets under GAAP and that are used or useful in a Permitted Business or replace the assets subject to this Section 4.10;

(5) with respect to Asset Sales of assets of a Restricted Subsidiary that is not a Guarantor or the issuer of the Notes, to permanently reduce Indebtedness of a Restricted Subsidiary that is not a Guarantor or the issuer of the Notes (and to correspondingly reduce commitments with respect thereto), other than Indebtedness owed to the Parent (from and after the Guarantee Effective Date only), the Company or another Subsidiary of the Company; and/ or

(6) a combination of repayment and investment permitted by the foregoing clauses (1), (2), (3), (4) and (5).

(c) Pending the final application of any Net Proceeds, the Parent (from and after the Guarantee Effective Date only), the Company or any of its Restricted Subsidiaries may temporarily reduce revolving credit borrowings or otherwise invest the Net Proceeds in any manner that is not prohibited by this Indenture.

(d) If the Net Proceeds exceed the aggregate amount within the applicable time period, such excess amount that has not been applied or invested as provided clause (b) of this Section 4.10 will constitute "*Excess Proceeds*." When the aggregate amount of Excess Proceeds exceeds $50.0 million, within thirty days thereof, the Company will make an Asset Sale Offer to all Holders of Notes and all holders of other Indebtedness that is *pari passu* with the Notes containing provisions similar to those set forth in this Indenture with respect to offers to purchase, prepay or redeem with the proceeds of sales of assets to purchase, prepay or redeem the maximum principal amount of Notes and such other *pari passu* Indebtedness (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith) that may be purchased, prepaid or redeemed out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount, plus accrued and unpaid interest, if any, to, but not including, the date of purchase, prepayment or redemption, subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use those Excess Proceeds for any purpose not otherwise prohibited by this Indenture. If the aggregate principal amount of Notes and other *pari passu* Indebtedness tendered in (or required to be prepaid or redeemed in connection with) such Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee will select the Notes and such other *pari passu* Indebtedness to be purchased on a *pro rata* basis, based on the amounts tendered or required to be prepaid or redeemed (with such adjustments as may be deemed appropriate by the Company so that only Notes in denominations of $2,000, or an integral multiple of $1,000 in excess thereof, will be purchased). Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

(e) The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of Section 3.09 hereof or this Section 4.10, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under Section 3.09 hereof or this Section 4.10 by virtue of such compliance.

Section 4.11. *Transactions with Affiliates*.

(a) The Company (or, from and after the Guarantee Effective Date, the Parent) will not, and will not permit any of its Restricted Subsidiaries to, make any payment to or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Parent or the Company (each, an "*Affiliate Transaction*"), unless:

(1) the Affiliate Transaction is on terms that, taken as a whole, are not materially less favorable to the Parent or the Company (as applicable) or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Parent, the Company or such Restricted Subsidiary with an unrelated Person; and

(2) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $25.0 million, the Company delivers to the Trustee a resolution of the Board of Directors of the Company (or the Parent from the Guarantee Effective Date) set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with clause (1) of this Section 4.11(a) and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors of the Company or the Parent from the Guarantee Effective Date, as applicable.

(b) The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of Section 4.11(a) hereof:

(1) any employment agreement, severance agreement, collective bargaining agreement, consultant, employee benefit plans or arrangements with any employee, consultant, officer or director, including any stock option, stock appreciation rights, stock incentive or similar plans, director or officer indemnification agreements or any similar arrangements entered into by the Parent, the Company or any of its Restricted Subsidiaries in the ordinary course of business and payments pursuant thereto;

(2) transactions between or among the Parent (from and after the Guarantee Effective Date only), the Company and/or its Restricted Subsidiaries, including any entity that becomes a Restricted Subsidiary as a result of such transaction;

(3) transactions with a Person (other than an Unrestricted Subsidiary of the Company or the Parent) that is an Affiliate of the Company or the Parent solely because the Company or the Parent owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person;

(4) payment of reasonable and customary compensation, salaries, bonuses, fees, other employee benefits and indemnities and reimbursement of expenses (pursuant to indemnity arrangements or otherwise) of current or future officers, directors, managers, employees or consultants of the Parent, the Company or any of its Restricted Subsidiaries;

(5) transactions between the Parent, the Company or any Restricted Subsidiary and any Person that is an Affiliate of the Parent, the Company or any Restricted Subsidiary solely because a director of such Person is also a director of the Parent, the Company, any Restricted Subsidiary or any direct or indirect parent entity of the Parent or the Company; *provided* that such director abstains from voting as a director of the Parent, the Company or such Restricted Subsidiary on any matter involving such other Person;

(6) any issuance of Equity Interests (other than Disqualified Stock) of the Company (prior to the Guarantee Effective Date) and the Parent (from the Guarantee Effective Date) to any officer, director or employee of the Parent, the Company or any of its Restricted Subsidiaries or any other Affiliates of the Company or the Parent;

(7) Restricted Payments or Permitted Investments that do not violate Section 4.07 hereof;

(8) contracts or arrangements between the Parent, the Company and/or its Subsidiaries and any of its Affiliates regarding coordination and/or joint defense of any litigation or any other action, suit, proceeding, claim or dispute before any courts, arbitrators or governmental authority;

(9) contracts or arrangements to sell or buy advertising between the Parent, the Company and/or its Subsidiaries and any of its Affiliates entered into in the ordinary course of business;

(10) payments to an Affiliate in respect of the Notes or any other Indebtedness of the Parent, the Company or any Restricted Subsidiary on the same basis as concurrent payments made or offered to be made in respect thereof to non-Affiliates;

(11) any merger, consolidation or reorganization of the Company or the Parent with an Affiliate thereof solely for the purpose of (A) forming or collapsing a holding company structure or (B) reincorporating the Company or the Parent (as applicable) in a new jurisdiction;

(12) (A) transactions with customers, clients, suppliers, joint venture partners, or purchasers or sellers of goods or services, (B) transactions with joint ventures or Unrestricted Subsidiaries entered into in the ordinary course of business and consistent with past practice or industry norm or (C) any management services or support agreement, in each case in the ordinary course of business and otherwise in compliance with the terms of this Indenture that are fair to the Parent, the Company or any of its Restricted Subsidiaries, in the good faith determination of the Board of Directors of the Company (or the Parent from the Guarantee Effective Date) or the disinterested senior management thereof, or are on terms at least as favorable as might reasonable have been obtained at such time from an unaffiliated Person;

(13) any transaction which has been determined, in the opinion of an accounting, appraisal or investment banking firm of national standing, to be fair, from a financial point of view, to the Parent, the Company or the applicable Restricted Subsidiary or stating that the terms are not materially less favorable to the Parent, the Company or its relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Parent, the Company or such Restricted Subsidiary with an unrelated Person;

(14) transactions entered into in good faith with any of the Parent's, the Company's or a Restricted Subsidiary's Affiliates which provide for shared services and/or facilities arrangements and which provide cost savings and/or other operational efficiencies to the Parent, the Company and its Restricted Subsidiaries, taken as a whole, and payments related thereto;

(15) transactions pursuant to any contract or agreement with the Parent, the Company or any of its Restricted Subsidiaries in effect on the date of this Indenture, as the same may be amended, modified or replaced from time to time so long as any such amendment, modification or replacement in not more disadvantageous to the Holders in any material respect than the terms contained in such contract or agreement in effect on the date of this Indenture;

(16) provision by an Affiliate of commercial banking or lending services or other similar services on terms that are no less favorable to the Parent, the Company or the relevant Restricted Subsidiary than those that would have been obtained by an unaffiliated party;

(17) the pledge of Capital Stock of an Unrestricted Subsidiary or joint venture to secure Indebtedness of that Person;

(18) issuances of Equity Interests of the Company (prior to the Guarantee Effective Date) or the Parent (other than Disqualified Stock) not constituting a Change of Control;

(19) the formation and maintenance of any consolidated group or subgroup for tax, accounting or cash pooling or management purposes in the ordinary course of business or other transactions undertaken for the purpose of the consolidated tax efficiency of the Parent, the Company and its Subsidiaries and not for the purposes of circumventing any covenants set forth in the indenture; *provided* that the Board of Directors determines in good faith that the formation and maintenance of such group or subgroup is in the best interests of the Company or the Parent, and will not result in the Parent, the Company and the Restricted Subsidiaries paying taxes in excess of the tax liability that would have been payable by them on a stand-alone basis;

(20) transactions permitted by, and complying with, the provisions of Sections 5.01 and 10.04(a); and

(21) sales of accounts receivable, or participations therein, or any related transaction, in connection with any Permitted Receivables Financing.

Section 4.12. *Liens*.

The Company (or the Parent, following the Guarantee Effective Date) will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur or assume any Lien of any kind securing Indebtedness, Attributable Debt or trade payables on any asset now owned or hereafter acquired, except Permitted Liens, unless all payments due under this Indenture and the Notes are secured on an equal and ratable basis with the obligations so secured until such time as such obligations are no longer secured by a Lien (or, if such Lien secures Indebtedness or Attributable Debt that is subordinate in right of payment to the Notes or any Note Guarantee, the Notes or such Note Guarantee are secured on a senior basis to the obligations so secured until such time as such obligations are no longer secured by a Lien).

For purposes of determining compliance with this Section 4.12, (A) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of Permitted Liens (or any portion thereof) described in the definition of “Permitted Liens” but may be permitted in part under any combination thereof and (B) in the event that a Lien securing an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Liens (or any portion thereof) described in the definition of “Permitted Liens,” the Company may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 4.12.

With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The “*Increased Amount*” of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms or in the form of common stock of the Company (prior to the Guarantee Effective Date) or

the Parent (from the Guarantee Effective Date), the payment of dividends on preferred stock in the form of additional shares of preferred stock of the same class, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

Section 4.13. *Business Activities*.

The Parent and the Company will not, and will not permit any of its Restricted Subsidiaries to, engage in any business other than Permitted Businesses, except to such extent as would not be material to the Parent, the Company and its Restricted Subsidiaries taken as a whole.

Section 4.14. *Corporate Existence*.

Subject to Article 5 hereof, the Parent and the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect:

(1) its corporate existence, and the corporate, partnership or other existence of each of its Subsidiaries, in accordance with the respective organizational documents (as the same may be amended from time to time) of the Parent, the Company or any such Subsidiary; and

(2) the rights (charter and statutory), licenses and franchises of the Parent, the Company and its Subsidiaries; *provided, however*, that the Company and the Parent shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of its Subsidiaries, if the Board of Directors of the Company (or the Parent from the Completion Date) shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Parent, the Company and its Subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Holders of the Notes.

Section 4.15. *Repurchase at the Option of Holders*.

(a) Upon the occurrence of a Change of Control, the Company will make an offer (a "*Change of Control Offer*") to each Holder, unless the Company has previously or concurrently mailed or sent a redemption notice with respect to all of the outstanding Notes pursuant to Section 3.07 hereof, to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of that Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased to, but not including, the date of purchase, subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date (the "*Change of Control Payment*"). Within 30 days following any Change of Control, unless the Company has previously or concurrently mailed or sent a redemption notice with respect to all of the outstanding Notes pursuant to Section 3.07 hereof, the Company will cause to be mailed, by first class mail (or otherwise cause to be transmitted in accordance with the Applicable Procedures), a notice to each Holder describing the transaction or transactions that constitute the Change of Control and stating:

(1) that the Change of Control Offer is being made pursuant to this Section 4.15 and that all Notes tendered will be accepted for payment;

(2) the purchase price and the purchase date, which shall be no earlier than 10 days and no later than 60 days from the date such notice is mailed, except in the case of a conditional Change of Control Offer made in advance of a Change of Control as described below (in which case the expected repurchase date will be stated and may be based on a date relative to the closing of the transaction that is expected to result in the Change of Control and which may be tolled until the closing of such transaction) (the "*Change of Control Payment Date*");

(3) that any Note not tendered will continue to accrue interest;

(4) that, unless the Company defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest after the Change of Control Payment Date;

(5) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" attached to the Notes completed, or transfer by book-entry transfer, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have the Notes purchased; and

(7) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to $2,000 in principal amount or an integral multiple of $1,000 in excess thereof

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with this Section 4.15, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 4.15 by virtue of such compliance.

(b) On the Change of Control Payment Date, the Company will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee for cancellation the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company.

(c) The Paying Agent will promptly mail to each Holder of Notes properly tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any. The Company will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

(d) Notwithstanding anything to the contrary in this Section 4.15, the Company will not be required to make a Change of Control Offer upon a Change of Control if (1) a third party (including an affiliate of the Company) makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 4.15 and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer, or (2) notice of redemption has been given pursuant to Section 3.07 hereof unless and until there is a default in payment of the applicable redemption price. Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, conditioned upon the consummation of such Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

Section 4.16. *Limitation on Sale and Leaseback Transactions*.

The Company (or, from and after the Guarantee Effective Date, the Parent) will not, and will not permit any of its Restricted Subsidiaries to, enter into any sale and leaseback transaction; *provided* that the Parent, the Company or any Restricted Subsidiary may enter into a sale and leaseback transaction if:

(1) the Parent, the Company or that Restricted Subsidiary, as applicable, could have (a) incurred Indebtedness in an amount equal to the Attributable Debt relating to such sale and leaseback transaction under the Fixed Charge Coverage Ratio test in Section 4.09(a) hereof and (b) incurred a Lien to secure such Indebtedness pursuant to Section 4.12 hereof;

(2) the gross cash proceeds of that sale and leaseback transaction are at least equal to the Fair Market Value, as determined in good faith by the Board of Directors of the Company (or the Parent from the Guarantee Effective Date) and set forth in an Officers' Certificate delivered to the Trustee, of the property that is the subject of that sale and leaseback transaction; and

(3) the transfer of assets in that sale and leaseback transaction is permitted by, and the Company or the Parent applies the proceeds of such transaction in compliance with Section 4.10 hereof.

Section 4.17. *Payments for Consent*.

The Parent and the Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder of Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to be paid and is paid to all Holders of the Notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Notwithstanding the foregoing, any payment of consideration for, or as an inducement to, any consent, waiver or amendment of any of the terms or provisions of this Indenture, the Notes or the Note Guarantees in connection with an exchange offer, the Parent, the Company and any of its Restricted Subsidiaries may exclude (i) any Holder or Beneficial Owner that is not a QIB or an Institutional Accredited Investor, (ii) any Non-U.S. Person, (iii) any Holder or Beneficial Owner of Notes in any jurisdiction (other than the United States) where the inclusion of such Holders or Beneficial Owners would require the Parent, the Company or any such Restricted Subsidiary to comply with the registration requirements or other similar requirements under any securities laws of such jurisdiction or the solicitation of such consent, waiver or amendment from, or the granting of such consent or waiver, or the approval of such amendment by, Holders or Beneficial Owners in such jurisdiction would be unlawful, in each case as determined by the Company or the Parent, in its sole discretion.

Section 4.18. *Additional Note Guarantees*.

If the Company (or, from and after the Guarantee Effective Date, the Parent) or any of its Restricted Subsidiaries acquires or creates another Domestic Subsidiary after the date of this Indenture and such Domestic Subsidiary becomes a guarantor of the Company's obligations under the Credit Agreement, then that newly acquired or created Domestic Subsidiary will become a Guarantor and execute a supplemental indenture and deliver an Opinion of Counsel satisfactory to the Trustee within 30 Business Days of the date on which it first became a guarantor under the Credit Agreement to the effect that such supplemental indenture has been duly authorized, executed and delivered by that Domestic Subsidiary and constitutes a valid and binding agreement of that Domestic Subsidiary, enforceable in accordance with its terms (subject to customary exceptions). The form of such supplemental indenture is attached as Exhibit E hereto.

Section 4.19. *Designation of Restricted and Unrestricted Subsidiaries*.

The Board of Directors of the Company (or the Parent from the Guarantee Effective Date) may designate any Restricted Subsidiary (including any newly acquired or newly formed Subsidiary or Person that becomes a Subsidiary through merger or consolidation or Investment therein but excluding the Company) to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Parent, the Company and its Restricted Subsidiaries in the Subsidiary designated as Unrestricted will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under Section 4.07(a) hereof or under one or more clauses of the definition of Permitted Investments, as determined by the Company or the Parent. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors of the Company (or the Parent from the Guarantee Effective Date) may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if that redesignation would not cause a Default.

Any designation of a Subsidiary of the Parent or the Company as an Unrestricted Subsidiary will be evidenced to the Trustee by filing with the Trustee a certified copy of a resolution of the Board of Directors giving effect to such designation and an Officers' Certificate certifying that such designation complied with the preceding conditions and was permitted by Section 4.07 hereof. If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of the Company or the Parent as of such date and, if such Indebtedness is not permitted to be incurred as of such date under Section 4.09 hereof, the Company or the Parent will be in default of such covenant. The Board of Directors of the Company (or the Parent from the Guarantee Effective Date) may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of the Company or the Parent; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company or the Parent of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted under Section 4.09 hereof, calculated on a *pro forma* basis as if such designation had occurred at the beginning of the applicable reference period; and (2) no Default or Event of Default would be in existence following such designation.

Section 4.20. *Suspension of Certain Covenants.*

(a) If at any time after the Issue Date (i) the Notes have an Investment Grade Rating from both of the Rating Agencies and (ii) no Default has occurred and is continuing under this Indenture, then the Parent, the Company and its Restricted Subsidiaries shall not be subject to Section 4.07, Section 4.08, Section 4.09, Section 4.10, Section 4.11, Section 4.19, or clause (4) of Section 5.01 hereof (the "*Suspended Covenants*").

(b) During any such period in which the Suspended Covenants are suspended (a "*Suspension Period*"), the Parent and the Company shall not be permitted to designate any Restricted Subsidiary as an Unrestricted Subsidiary unless the Parent or the Company would have been permitted to designate such Subsidiary as an Unrestricted Subsidiary if a Suspension Period had not been in effect for any period and such designation shall be deemed to have created a Restricted Payment, as set forth in Section 4.07 hereof, following the Reversion Date.

(c) In the event that the Parent, the Company and its Restricted Subsidiaries are not subject to the Suspended Covenants for any period of time as a result of the foregoing, and on any subsequent date (the "*Reversion Date*") the condition set forth in clause (i) of Section 4.20(a) hereof is no longer satisfied, then the Parent, the Company and its Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants with respect to future events.

(d) During the Suspension Period, the Parent, the Company and its Restricted Subsidiaries will be entitled to incur Liens to the extent provided for under Section 4.12 hereof (including, without limitation, Permitted Liens to the extent provided for in Section 4.12 hereof), and any Permitted Liens which may refer to one or more Suspended Covenants shall be interpreted as though such applicable Suspended Covenants continued to be applicable during the Suspension Period (but solely for purposes of Section 4.12 hereof and for no other covenant).

(e) On each Reversion Date, all Indebtedness incurred during the Suspension Period prior to such Reversion Date will be deemed to be Existing Indebtedness incurred pursuant to clause (2) of Section 4.09(b) hereof. For purposes of calculating the amount available to be made as Restricted Payments under Section 4.07(a)(iii) hereof, calculations under such paragraph shall be made as though such Section 4.07 had been in effect during the entire period of time after the Issue Date (including the Suspension Period), except that no Default will be deemed to have occurred solely by reason of a Restricted Payment made during the Suspension Period. Restricted Payments made during the Suspension Period not otherwise permitted under Section 4.07(b) hereof will not reduce the amount available to be made as Restricted Payments under Section 4.07(a)(iii) hereof. For purposes of Section 4.10, on the Reversion Date, the amount of Excess Proceeds not applied in accordance with such covenant will be reset to zero.

(f) Notwithstanding that the Suspended Covenants may be reinstated, no Default will be deemed to have occurred as a result of a failure to comply with the Suspended Covenants during any Suspension Period or upon the Reversion Date or after that time solely based upon events that occurred during the Suspension Period.

ARTICLE 5
SUCCESSORS

Section 5.01. *Merger, Consolidation or Sale of Assets*.

(a) The Company shall not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not the Company is the surviving corporation), or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company and its Guarantors taken as a whole, in one or more related transactions, to another Person, unless:

(1) either:

(A) the Company is the surviving corporation; or

(B) the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, conveyance or other disposition has been made is an entity organized or existing under the laws of the United States, any state of the United States or the District of Columbia (including a limited liability company or partnership organized or existing under the laws of the United States, any state of the United States or the District of Columbia); and, if such entity is not a corporation, a co-obligor of the Notes is a corporation organized or existing under any such laws;

(2) the Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of the Company under the Notes and this Indenture;

(3) immediately after such transaction, no Default or Event of Default exists; and

(4) the Company or the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such sale, assignment, transfer, conveyance or other disposition has been made would, on the date of such transaction after giving *pro forma* effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period (i) be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a) hereof; or (ii) have had a Fixed Charge Coverage Ratio greater than the actual Fixed Charge Coverage Ratio for the Company for such four-quarter period.

In addition, the Company will not, directly or indirectly, lease all or substantially all of the properties and assets of it and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to any other Person.

(b) This Section 5.01 will not apply to any sale, assignment, transfer, conveyance, lease or other disposition of assets between or among the Parent, the Company and its Restricted Subsidiaries. Clauses (3) and (4) of this Section 5.01 will not apply to (1) any merger or consolidation of the Company with or into the Parent or one of its Restricted Subsidiaries for any purpose or (2) any consolidation, amalgamation or merger of the Company into or the sale, assignment, transfer, lease, conveyance or other disposition of all or part of the properties and assets of the Company to, any Guarantor, (3) the conversion of the Company or any Restricted Subsidiary into a corporation, partnership, limited partnership, limited liability company or trust organized or existing under the laws of the United States, any state thereof or the District of Columbia, or (4) with or into an Affiliate solely for the purpose of reincorporating the Company in another jurisdiction. In addition, the Company or any Restricted Subsidiary may change its name.

Section 5.02. *Successor Corporation Substituted*.

Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the properties or assets of the Company or the Parent in a transaction that is subject to, and that complies with the provisions of, Section 5.01 hereof, the successor Person formed by such consolidation or into or with which the Company or the Parent (as applicable) is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, the provisions of this Indenture referring to the “Company” or the

"Parent" (as applicable) shall refer instead to the successor Person and not to the Company or the Parent), and may exercise every right and power of the Company or the Parent (as applicable) under this Indenture with the same effect as if such successor Person had been named as the Company or the Parent (as applicable) herein; *provided*, *however*, that the predecessor Company shall not be relieved from the obligation to pay the principal of, premium on, if any, and interest on, the Notes except in the case of a sale of all of the Company's assets in a transaction that is subject to, and that complies with the provisions of, Section 5.01 hereof.

ARTICLE 6
DEFAULTS AND REMEDIES

Section 6.01. *Events of Default*.

(a) Each of the following is an "*Event of Default*":

(1) default for 30 days in the payment when due of interest on the Notes;

(2) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on the Notes;

(3) failure by the Parent, the Company or any of its Restricted Subsidiaries to comply with the provisions of Section 4.10 or 4.15 hereof;

(4) failure by the Parent, the Company or any of its Restricted Subsidiaries for 60 days after notice to the Company by the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding voting as a single class to comply with any of the other agreements in this Indenture;

(5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Parent, the Company or any Significant Subsidiary (or the payment of which is guaranteed by the Parent, the Company or any Significant Subsidiary), whether such Indebtedness or Guarantee now exists, or is created after the date of this Indenture, if that default:

(A) is caused by a failure to pay principal of, premium on, if any, or interest if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "*Payment Default*"); or

(B) results in the acceleration of such Indebtedness prior to its Stated Maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the Stated Maturity of which has been so accelerated, aggregates $50.0 million or more;

(6) failure by the Parent, the Company or any Significant Subsidiary to pay final judgments entered by a court or courts of competent jurisdiction aggregating in excess of $50.0 million (not covered by independent third-party insurance as to which liability has not been denied by such insurance carrier), which judgments are not paid, bonded, discharged, stayed, annulled or rescinded for a period of 60 days;

(7) except as permitted by this Indenture, any Note Guarantee of the Parent or a Significant Subsidiary is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect (other than in accordance with the terms of such Note Guarantee), or the Parent, or any Guarantor which is a Significant Subsidiary, or any Person acting on behalf of any Guarantor, denies or disaffirms its obligations under its Note Guarantee (other than by reason of release of a Guarantor from its Note Guarantee in accordance with the terms of this Indenture and the Note Guarantee); and

(8) the Parent, the Company or any Significant Subsidiary pursuant to or within the meaning of Bankruptcy Law:

(A) commences a voluntary case,

(B) consents to the entry of an order for relief against it in an involuntary case,

(C) consents to the appointment of a custodian of it or for all or substantially all of its property,

(D) makes a general assignment for the benefit of its creditors, or

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

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

(A) is for relief against the Parent, the Company or any Significant Subsidiary in an involuntary case;

(B) appoints a custodian of the Parent, the Company or any Significant Subsidiary or for all or substantially all of the property of the Parent, the Company or any Significant Subsidiary; or

(C) orders the liquidation of the Parent, the Company or any Significant Subsidiary; or

and the order or decree remains unstayed and in effect for 60 consecutive days.

(b) In the event of any Event of Default specified in clause (a)(5) above, such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of acceleration of the Notes) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders of Notes, if within 90 days after such Event of Default arose, the Company delivers an Officers' Certificate to the Trustee stating that:

(1) (A) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged or (B) holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default;

(2) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction; and

(3) all existing Events of Default, except nonpayment of principal, premium or interest on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived.

Section 6.02. *Acceleration*.

In the case of an Event of Default specified in clause (a)(8) or (a)(9) of Section 6.01 hereof with respect to the Company, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately. Upon any such declaration, the Notes shall become due and payable immediately.

The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may, on behalf of all of the Holders of all the Notes, rescind an acceleration or waive any existing Default or Event of Default and its consequences, if the rescission would not conflict with any judgment or decree, except a continuing Default or Event of Default in the payment of principal of, premium on, if any, or interest on, the Notes.

Section 6.03. *Other Remedies*.

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of, premium on, if any, or interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.04. *Waiver of Past Defaults*.

The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may, on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of principal of, premium on, if any, or interest on, the Notes (including in connection with an offer to purchase); *provided*, *however*, that the Holders of a majority in aggregate principal amount of the then outstanding Notes may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.05. *Control by Majority*.

Holders of a majority in aggregate principal amount of the then outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture that the Trustee determines may be unduly prejudicial to the rights of other Holders of Notes or that may involve the Trustee in personal liability.

Section 6.06. *Limitation on Suits*.

No Holder of a Note may pursue any remedy with respect to this Indenture or the Notes unless:

(1) such Holder has previously given the Trustee written notice that an Event of Default is continuing;

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

(3) such Holder or Holders offer and, if requested, provide to the Trustee security or indemnity reasonably satisfactory to the Trustee against any loss, liability or expense;

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

(5) during such 60-day period, Holders of a majority in aggregate principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with such request.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

Section 6.07. *Rights of Holders of Notes to Receive Payment*.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal of, premium on, if any, or interest on the Note, on or after the respective due dates expressed in the Note (including in connection with an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.08. *Collection Suit by Trustee*.

If an Event of Default specified in Section 6.01(1) or (2) hereof occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal of, premium on, if any, and interest remaining unpaid on the Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 6.09. *Trustee May File Proofs of Claim*.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Company (or any other obligor upon the Notes), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof. To

the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10. *Priorities*.

If the Trustee collects any money pursuant to this Article 6, it shall pay out the money in the following order:

First: to the Trustee, its agents and attorneys for amounts due under Section 7.07 hereof, including payment of all compensation, expenses and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders of Notes for amounts due and unpaid on the Notes for principal, premium, if any, and interest ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, premium, if any, and interest, respectively; and

Third: to the Company or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.10.

Section 6.11. *Undertaking for Costs*.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.07 hereof, or a suit by Holders of more than 10% in aggregate principal amount of the then outstanding Notes.

ARTICLE 7
TRUSTEE

Section 7.01. *Duties of Trustee*.

(a) If an Event of Default has occurred and is continuing, the Trustee will exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs. Such standard of care is not considered a fiduciary standard nor shall the Trustee be considered a fiduciary in performance of its duties.

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

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

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee will examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this paragraph does not limit the effect of paragraph (b) of this Section 7.01;

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

(3) the Trustee will not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05 hereof.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), and (c) of this Section 7.01.

(e) No provision of this Indenture will require the Trustee to expend or risk its own funds or incur any liability. The Trustee will be under no obligation to exercise any of its rights or powers under this Indenture at the request of any Holders, unless such Holder has offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

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

Section 7.02. *Rights of Trustee*.

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee will not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel will be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

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

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

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

(f) The Trustee will be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee reasonable indemnity or security satisfactory to the Trustee against the losses, liabilities and expenses that might be incurred by it in compliance with such request or direction.

(g) In no event shall the Trustee be liable for any consequential damages.

Section 7.03. *Individual Rights of Trustee*.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee (if this Indenture has been qualified under the TIA) or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11 hereof.

Section 7.04. *Trustee's Disclaimer*.

The Trustee will not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Company's use of the proceeds from the Notes or any money paid to the Company or upon the Company's direction under any provision of this Indenture, it will not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it will not be responsible for any statement or recital herein or any statement in the Notes, Offering Memorandum or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

Section 7.05. *Notice of Defaults*.

If a Default or Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee will mail to Holders of Notes a notice of the Default or Event of Default within 90 days after it occurs. Except in the case of a Default or Event of Default in payment of principal of, premium on, if any, or interest on, any Note, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes. The Trustee is not deemed to have knowledge of any Event of Default, except payment-related default, unless specifically notified in writing as provided in Section 12.02 and in the absence of any such notice, the Trustee may conclusively assume that no such Default or Event of Default exists.

Section 7.06. *[Reserved]*.

Section 7.07. *Compensation and Indemnity*.

(a) The Company will pay to the Trustee from time to time reasonable compensation for its acceptance of this Indenture and services hereunder. The Trustee's compensation will not be limited by any law on compensation of a trustee of an express trust. The Company will reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses will include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

(b) The Company and the Guarantors will indemnify the Trustee against any and all losses, liabilities or expenses incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, including the costs and expenses of enforcing this Indenture against the Company and the Guarantors (including this Section 7.07) and defending itself against any claim (whether asserted by the Company, the Guarantors, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, except to the extent any such loss, liability or expense may be attributable to its negligence or bad faith. The Trustee will notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company will not relieve the Company or any of the Guarantors of their obligations hereunder. The Company or such Guarantor will defend the claim and the Trustee will cooperate in the defense. The Trustee may have separate counsel and the Company will pay the reasonable fees and expenses of such counsel. Neither the Company nor any Guarantor need pay for any settlement made without its consent, which consent will not be unreasonably withheld.

(c) The obligations of the Company and the Guarantors under this Section 7.07 will survive the satisfaction and discharge of this Indenture.

(d) To secure the Company's and the Guarantors' payment obligations in this Section 7.07, the Trustee will have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal of, premium on, if any, or interest on, particular Notes. Such Lien will survive the satisfaction and discharge of this Indenture.

(e) When the Trustee incurs expenses or renders services after an Event of Default specified in clause (a)(8) or (a)(9) of Section 6.01 hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

Section 7.08. *Replacement of Trustee*.

(a) A resignation or removal of the Trustee and appointment of a successor Trustee will become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08.

(b) The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Company. The Holders of a majority in aggregate principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Company in writing. The Company may remove the Trustee if:

(1) the Trustee fails to comply with Section 7.10 hereof;

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

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

(4) the Trustee becomes incapable of acting.

(c) If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company will promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in aggregate principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

(d) If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company, or the Holders of at least 10% in aggregate principal amount of the then outstanding Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 7.10 hereof, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) A successor Trustee will deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon, the resignation or removal of the retiring Trustee will become effective, and the successor Trustee will have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee will mail a notice of its succession to Holders. The retiring Trustee will promptly transfer all property held by it as Trustee to the successor Trustee; *provided* all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07 hereof. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.07 hereof will continue for the benefit of the retiring Trustee.

Section 7.09. *Successor Trustee by Merger, etc*.

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to another corporation, the successor corporation without any further act will be the successor Trustee.

Section 7.10. *Eligibility; Disqualification*.

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

Section 7.11. *[Reserved]*.

ARTICLE 8
LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01. *Option to Effect Legal Defeasance or Covenant Defeasance*.

The Company may at any time, at the option of its Board of Directors evidenced by a resolution set forth in an Officers' Certificate, elect to have either Section 8.02 or 8.03 hereof be applied to all outstanding Notes upon compliance with the conditions set forth below in this Article 8.

Section 8.02. *Legal Defeasance and Discharge*.

Upon the Company's exercise under Section 8.01 hereof of the option applicable to this 0 Section 8.02, the Company and each of the Guarantors will, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be deemed to have been discharged from their obligations with respect to all outstanding Notes (including the Note Guarantees) on the date the conditions set forth below are satisfied (hereinafter, "*Legal Defeasance*"). For this purpose, Legal Defeasance means that the Company and the Guarantors will be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes (including the Note Guarantees), which will thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 hereof and the other Sections of this Indenture referred to in clauses (1) and (2) below, and to have satisfied all their other obligations under such Notes, the Note Guarantees and this Indenture (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following provisions which will survive until otherwise terminated or discharged hereunder:

(1) the rights of Holders of outstanding Notes to receive payments in respect of the principal of, premium on, if any, interest on, such Notes when such payments are due from the trust referred to in Section 8.04 hereof;

(2) the Company's obligations with respect to such Notes under Article 2 and Section 4.02 hereof;

(3) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Company's and the Guarantors' obligations in connection therewith; and

(4) this Article 8.

Subject to compliance with this Article 8, the Company may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 hereof.

Section 8.03. *Covenant Defeasance*.

Upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, the Company and each of the Guarantors will, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be released from each of their obligations under the covenants contained in Sections 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.15, 4.16, 4.17, 4.18 and 4.19 hereof and clause (4) of Section 5.01 hereof with respect to the outstanding Notes on and after the date the conditions set forth in Section 8.04 hereof are satisfied (hereinafter, "*Covenant Defeasance*"), and the Notes will thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but will continue to be deemed

"outstanding" for all other purposes hereunder (it being understood that such Notes will not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes and Note Guarantees, the Company and the Guarantors may omit to comply with and will have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply will not constitute a Default or an Event of Default under Section 6.01 hereof, but, except as specified above, the remainder of this Indenture and such Notes and Note Guarantees will be unaffected thereby. In addition, upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, Sections 6.01(3), (4), (5), (6) and (7) hereof will not constitute Events of Default.

Section 8.04. *Conditions to Legal or Covenant Defeasance*.

In order to exercise either Legal Defeasance or Covenant Defeasance under either Section 8.02 or 8.03 hereof:

(1) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm or firm of independent public accountants, to pay the principal of, premium on, if any, and interest on the outstanding Notes on the stated date for payment thereof or on the applicable redemption date, as the case may be, and the Company must specify whether the Notes are being defeased to such stated date for payment or to a particular redemption date;

(2) in the case of an election under Section 8.02 hereof, the Company must deliver to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that:

(A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling; or

(B) since the date of this Indenture, there has been a change in the applicable federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Beneficial Owners of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of an election under Section 8.03 hereof, the Company must deliver to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that the Beneficial Owners of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default shall have occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit (and any similar concurrent deposit relating to other Indebtedness), and the granting of Liens to secure such borrowings);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than this Indenture and the agreements governing any other Indebtedness being defeased, discharged or replaced) to which the Company or any of the Guarantors is a party or by which the Company or any of the Guarantors is bound;

(6) the Company must deliver to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders of Notes over the other creditors of the Company with the intent of defeating, hindering, delaying or defrauding any creditors of the Company or others; and

(7) the Company must deliver to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Section 8.05. *Deposited Money and Government Securities to be Held in Trust; Other Miscellaneous Provisions*.

Subject to Section 8.06 hereof, all money and non-callable Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.05, the "*Trustee*") pursuant to Section 8.04 hereof in respect of the outstanding Notes will be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest but such money need not be segregated from other funds except to the extent required by law.

The Company will pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or non-callable Government Securities deposited pursuant to Section 8.04 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Notwithstanding anything in this Article 8 to the contrary, the Trustee will deliver or pay to the Company from time to time upon the request of the Company any money or non-callable Government Securities held by it as provided in Section 8.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(1) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 8.06. *Repayment to Company*.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of, premium on, if any, or interest on any Note and remaining unclaimed for two years after such principal, premium, if any, or interest has become due and payable shall be paid to the Company on its request or (if then held by the Company) will be discharged from such trust; and the Holder of such Note will thereafter be permitted to look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, will thereupon cease; *provided, however*, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in the New York Times and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which will not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining will be repaid to the Company.

Section 8.07. *Reinstatement*.

If the Trustee or Paying Agent is unable to apply any U.S. dollars or non-callable Government Securities in accordance with Section 8.02 or 8.03 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's and the Guarantors' obligations under this Indenture and the Notes and the Note Guarantees will be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03 hereof, as the case may be; *provided*, *however*, that, if the Company makes any payment of principal of, premium on, if any, or interest on, any Note following the reinstatement of its obligations, the Company will be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE 9
AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01. *Without Consent of Holders of Notes*.

Notwithstanding Section 9.02 of this Indenture, without the consent of any Holder of Notes, the Company, the Guarantors and the Trustee may amend or supplement this Indenture, the Notes or the Note Guarantees:

(1) to cure any ambiguity, defect or inconsistency;

(2) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) to provide for the assumption of the Company's or a Guarantor's obligations to the Holders of the Notes and Note Guarantees by a successor to the Company or such Guarantor pursuant to Article 5 or Article 10 hereof;

(4) to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights hereunder of any Holder;

(5) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA;

(6) to conform the text of this Indenture, the Notes or the Note Guarantees to any provision of the "Description of Notes" section of the Offering Memorandum to the extent that such provision in that "Description of Notes" was intended to be a verbatim recitation of a provision of this Indenture, the Notes or the Note Guarantees, which intent may be evidenced by an Officers' Certificate to that effect;

(7) to evidence and provide for the acceptance and appointment of a successor trustee under this Indenture pursuant to the requirements hereof;

(8) to conform to the "Description of the Notes" in the Offering Memorandum, as set forth in an officer's certificate delivered to the Trustee;

(9) to provide for the issuance of Additional Notes in accordance with the limitations set forth in this Indenture as of the date hereof;

(10) to allow any Guarantor to execute a supplemental indenture and/or a Note Guarantee with respect to the Notes and to release any Guarantor from its Note Guarantee in accordance with the terms of this Indenture;

(11) to convey, transfer, assign, mortgage or pledge as security for the Notes any property or assets in accordance with Section 4.12;

(12) to make any amendment to the provisions of this Indenture relating to the form, authentication, transfer and legending of Notes; *provided, however*, that:

(A) compliance with this Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any other applicable securities law; and

(B) such amendment does not materially affect the rights of Holders to transfer Notes; or

(13) to make any change that does not adversely affect the rights of any Holder in any material respect.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental indenture, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee will join with the Company and the Guarantors in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee will not be obligated to enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

Section 9.02. *With Consent of Holders of Notes*.

Except as provided below in this Section 9.02, the Company and the Trustee may amend or supplement this Indenture (including, without limitation, Section 3.09, 4.10 and 4.15 hereof) and the Notes and the Note Guarantees with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes (including, without limitation, Additional Notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes), and, subject to Sections 6.04 and 6.07 hereof, any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium on, if any, or interest on, the Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture or the Notes or the Note Guarantees may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes (including, without limitation, Additional Notes, if any) voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes). Section 2.08 hereof shall determine which Notes are considered to be "outstanding" for purposes of this Section 9.02.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee will join with the Company and the Guarantors in the execution of such amended or supplemental indenture unless such amended or supplemental indenture directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but will not be obligated to, enter into such amended or supplemental Indenture.

It is not necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver, but it is sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Company will mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to mail such notice, or any defect therein, will not, however, in any way impair or affect the validity of any such amended or supplemental indenture or waiver. Subject to Sections 6.04 and 6.07 hereof, the Holders of a majority in aggregate principal amount of the Notes then outstanding voting as a single class may waive compliance in a particular instance by the Company with any provision of this Indenture, the Notes or the Note Guarantees. However, without the consent of each Holder affected, an amendment, supplement or waiver under this Section 9.02 may not (with respect to any Notes held by a non-consenting Holder):

(1) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any Note, reduce the amount payable upon the redemption of any Note, or change the times at which any Note may be redeemed or, once notice of redemption has been given, the time at which it must thereupon be redeemed (other than a conditional notice of redemption as provided under Section 3.04 with respect to Sections 3.07, 3.09, 4.10 and 4.15 hereof);

(3) reduce the rate of or change the time for payment of interest, including default interest, on any Note;

(4) waive a Default or Event of Default in the payment of principal of, premium on, if any, or interest on, the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the payment default that resulted from such acceleration);

(5) make any Note payable in money other than that stated in the Notes;

(6) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders of Notes to receive payments of principal of, premium on, if any, or interest on, the Notes;

(7) waive a redemption payment with respect to any Note (other than a payment required by Section 3.09, 4.10 or 4.15 hereof);

(8) release any Guarantor from any of its obligations under its Note Guarantee or this Indenture, except in accordance with the terms of this Indenture; or

(9) impair the right of any Holder of Notes to receive any principal payment or interest payment on such Holder's Notes, on or after the Stated Maturity thereof, or to institute suit for the enforcement of any such payment; or

(10) make any change in the preceding amendment and waiver provisions.

Section 9.03. *[Reserved]*

Section 9.04. *Revocation and Effect of Consents*.

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the amendment, supplement or waiver becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

Section 9.05. *Notation on or Exchange of Notes*.

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Company in exchange for all Notes may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note will not affect the validity and effect of such amendment, supplement or waiver.

Section 9.06. *Trustee to Sign Amendments, etc*.

The Trustee will sign any amended or supplemental indenture authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. The Company may not sign an amended or supplemental indenture until the Board of Directors of the Company approves it. In executing any amended or supplemental indenture, the Trustee will be entitled to receive and (subject to Section 7.01 hereof) will be fully protected in relying upon, in addition to the documents required by Section 12.04 hereof, an Officers' Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture.

ARTICLE 10
NOTE GUARANTEES

Section 10.01. *Guarantee*.

(a) Subject to this Article 10, each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:

(1) the principal of, premium, if any, on, and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of, premium on, if any, and interest on, the Notes, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(2) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors will be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The Guarantors hereby agree that their obligations hereunder are unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenant that this Note Guarantee will not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

(d) Each Guarantor agrees that it will not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (1) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 hereof for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (2) in the event of any declaration of acceleration of such obligations as provided in Article 6 hereof, such obligations (whether or not due and payable) will forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee. The Guarantors will have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

Section 10.02. *Limitation on Guarantor Liability*.

(a) Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Note Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor will be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 10, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance.

(b) To the extent required by the Texas Pawnshop Act, the obligations under a Note Guarantee of any Guarantor subject to such provision of the Texas Pawnshop Act will be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such provision of the Texas Pawnshop Act, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor, result in the obligations of such Guarantor under its Note Guarantee not resulting in a violation of the requirement to maintain a minimum of net assets that are used or readily available for use in the business of such Guarantor pursuant to the Texas Pawnshop Act.

Section 10.03. *Execution and Delivery of Note Guarantee*.

To evidence its Note Guarantee set forth in Section 10.01 hereof, each Guarantor hereby agrees that this Indenture (or a supplemental indenture in the form of Exhibit E hereto) shall be executed by an Officer on behalf of such Guarantor.

Each Guarantor hereby agrees that its Note Guarantee set forth in Section 10.01 hereof will remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Note Guarantee on the Notes.

If an Officer whose signature is on this Indenture or on the Note Guarantee no longer holds that office at the time the Trustee authenticates a Note, the Note Guarantee with respect thereto will be valid nevertheless.

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

In the event that any Restricted Subsidiary is required by Section 4.17 hereof to guarantee the Notes, the Company will cause such Restricted Subsidiary to comply with the provisions of Section 4.17 hereof and this Article 10.

Section 10.04. *Guarantors May Consolidate, etc., on Certain Terms*.

(a) From and after the Guarantee Effective Date, the Parent will not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not the Parent is the surviving corporation), or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Parent, the Company and the Subsidiary Guarantors taken as a whole, in one or more related transactions, to another Person, unless:

(1) either: (a) the Parent is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Parent) or to which such sale, assignment, transfer, conveyance or other disposition has been made is an entity organized or existing under the laws of the United States, any state of the United States or the District of Columbia (including a limited liability company or partnership organized or existing under the laws of the United States, any state of the United States or the District of Columbia);

(2) the Person formed by or surviving any such consolidation or merger (if other than the Parent) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of the Parent under its Note Guarantee and the Indenture;

(3) immediately after such transaction, no Default or Event of Default exists; and

(4) the Parent or the Person formed by or surviving any such consolidation or merger (if other than the Parent), or to which such sale, assignment, transfer, conveyance or other disposition has been made would, on the date of such transaction after giving *pro forma* effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period (i) be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a) or (ii) have had a Fixed Charge Coverage Ratio greater than the actual Fixed Charge Coverage Ratio for the Parent for such four-quarter period.

(b) In addition, the Parent will not, directly or indirectly, lease all or substantially all of the properties and assets of it and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to any other Person.

(c) Sections 10.04(a) and (b) will not apply to any sale, assignment, transfer, conveyance, lease or other disposition of assets between or among the Parent, the Company and its Restricted Subsidiaries. Clauses (3) and (4) of Section 10.04(a) will not apply to (1) any merger or consolidation of the Parent with or into one of its Restricted Subsidiaries for any purpose or (2) any consolidation, amalgamation or merger of the Parent into or the sale, assignment, transfer, lease, conveyance or other disposition of all or part of the properties and assets of the Parent to, any Guarantor, (3) the conversion of the Parent or any Restricted Subsidiary into a corporation, partnership, limited partnership, limited liability company or trust organized or existing under the laws of the United States, any state thereof or the District of Columbia, or (4) with or into an Affiliate solely for the purpose of reincorporating the Parent in another jurisdiction. In addition, the Parent or any Restricted Subsidiary may change its name

(d) Except as otherwise provided in Section 10.05 hereof, no Subsidiary Guarantor may sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than the Company or another Guarantor, unless:

(1) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(2) either:

(A) subject to Section 10.05 hereof, the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger unconditionally assumes all the obligations of that Guarantor under its Note Guarantee, and this Indenture on the terms set forth herein or therein, pursuant to a supplemental indenture in the form of Exhibit E; or

(B) such sale or other disposition does not violate Section 4.10 hereof, and the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of this Indenture, including without limitation, Section 4.10 hereof.

(e) In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Guarantor, such successor Person will succeed to and be substituted for the Guarantor with the same effect as if it had been named herein as a Guarantor.

Except as set forth in Articles 4 and 5 hereof, and notwithstanding clauses (2)(a) and (b) of this Section 10.04, nothing contained in this Indenture or in any of the Notes will prevent any consolidation or merger of a Subsidiary Guarantor with or into the Company or another Guarantor, or will prevent any sale or conveyance of the property of a Subsidiary Guarantor as an entirety or substantially as an entirety to the Company or another Guarantor.

Section 10.05. *Releases*.

(a) The Note Guarantee of a Guarantor will automatically and unconditionally be released and discharged:

(1) with respect to the Note Guarantee of a Subsidiary Guarantor, in connection with any sale, exchange, transfer, conveyance or other disposition of Capital Stock of that Subsidiary Guarantor by way of merger, amalgamation, consolidation, dividend, distribution or otherwise or any sale or other disposition of all or substantially all of the assets of that Subsidiary Guarantor or its direct or indirect parent entity to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary of the Company, if the sale or other disposition does not violate Section 4.10 and the Subsidiary Guarantor ceases to be a Restricted Subsidiary of the Company as a result of the sale, exchange, transfer or other disposition.;

(2) upon the release of a Guarantor's Note Guarantee of the Company's obligations under the Credit Agreement;

(3) if the Company designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with Section 4.19;

(4) Upon Legal Defeasance or Covenant Defeasance in accordance with Article 8 hereof or satisfaction and discharge of this Indenture in accordance with Article 11 hereof;

(5) as described under Article 9;

(6) upon the merger, amalgamation or consolidation of any Guarantor with and into the Company or another Guarantor or upon the liquidation of such Guarantor, in each case, in compliance with the applicable provisions of the Indenture.

(b) In connection with any release specified above, the Trustee will, at the request and expense of the Company, execute any documents reasonably necessary in order to evidence or effect such release, discharge and termination in respect of such Guarantee in accordance with these provisions, subject to customary protections and indemnifications. Neither the Company nor any Guarantor will be required to make a notation on the Note to reflect any such release, termination or discharge. Each of the releases and amendments set forth above shall be effected by the Trustee without any consent of the holders or any other action or consent on the part of the Trustee.

Any Guarantor not released from its obligations under its Note Guarantee as provided in this Section 10.05 will remain liable for the full amount of principal of, premium on, if any, and interest on, the Notes and for the other obligations of any Guarantor under this Indenture as provided in this Article 10.

ARTICLE 11
SATISFACTION AND DISCHARGE

Section 11.01. *Satisfaction and Discharge*.

This Indenture will be discharged and will cease to be of further effect as to all Notes issued hereunder, when:

(1) either:

(a) all Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has been deposited in trust and thereafter repaid to the Company, have been delivered to the Trustee for cancellation; or

(b) all Notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption (or delivering such notice of redemption in accordance with the procedures of DTC) or otherwise or will become due and payable within one year and the Company or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the Notes not delivered to the Trustee for cancellation for principal of, premium on, if any, and interest on, the Notes to the date of maturity or redemption;

(2) in respect of subclause (b) of clause (1) of this Section 11.01, no Default or Event of Default has occurred and is continuing on the date of the deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit and any similar deposit relating to other Indebtedness and, in each case, the granting of Liens to secure such borrowings) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Company or any Guarantor is a party or by which the Company or any Guarantor is bound (other than with respect to the borrowing of funds to be applied concurrently to make the deposit required to effect such satisfaction and discharge and any similar concurrent deposit relating to other Indebtedness, and in each case the granting of Liens to secure such borrowings);

(3) the Company or any Guarantor has paid or caused to be paid all sums payable by it under this Indenture; and

(4) the Company has delivered irrevocable instructions to the Trustee under this Indenture to apply the deposited money toward the payment of the Notes at maturity or on the redemption date, as the case may be.

In addition, the Company must deliver an Officers’ Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Notwithstanding the satisfaction and discharge of this Indenture, if money has been deposited with the Trustee pursuant to subclause (b) of clause (1) of this Section 11.01, the provisions of Sections 11.02 and 8.06 hereof will survive. In addition, nothing in this Section 11.01 will be deemed to discharge those provisions of Section 7.07 hereof, that, by their terms, survive the satisfaction and discharge of this Indenture.

Section 11.02. *Application of Trust Money*.

Subject to the provisions of Section 8.06 hereof, all money deposited with the Trustee pursuant to Section 11.01 hereof shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal, premium, if any, and interest for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 11.01 hereof by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's and any Guarantor's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 11.01 hereof; *provided* that if the Company has made any payment of principal of, premium on, if any, or interest on, any Notes because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

ARTICLE 12
MISCELLANEOUS

Section 12.01. *[Reserved]*

Section 12.02. *Notices*.

Any notice or communication by the Company, any Guarantor or the Trustee to the others is duly given if in writing and delivered in Person or by first class mail (registered or certified, return receipt requested), facsimile transmission or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Company and/or any Guarantor:

FirstCash, Inc.
1600 West 7th Street
Fort Worth, Texas 76102
Facsimile No.: (817) 799-0142
Attention: R. Douglas Orr

With a copy to:

Alston & Bird LLP
2200 Ross Avenue, Suite 2300
Dallas, Texas 75214
Attention: Kate K. Moseley

If to the Trustee:

BOKF, NA
777 Main Street, Suite 3500
Fort Worth, TX 76102
Facsimile No.: (972) 581-8913
Attention: Corporate Department

The Company, any Guarantor or the Trustee, by notice to the others, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) will be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if transmitted by facsimile; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Any notice or communication to a Holder will be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Failure to mail a notice or communication to a Holder or any defect in it will not affect its sufficiency with respect to other Holders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Company mails a notice or communication to Holders, it will mail a copy to the Trustee and each Agent at the same time.

Section 12.03. *[Reserved]*.

Section 12.04. *Certificate and Opinion as to Conditions Precedent*.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(1) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee (which must include the statements set forth in Section 12.05 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(2) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which must include the statements set forth in Section 12.05 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied.

Section 12.05. *Statements Required in Certificate or Opinion*.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture must include:

(1) a statement that the Person making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(4) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

Section 12.06. *Rules by Trustee and Agents*.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 12.07. *No Personal Liability of Directors, Officers, Employees and Stockholders*.

No director, officer, employee, incorporator, stockholder, partner, member or manager (or any equivalent thereof) of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, this Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Section 12.08. *Governing Law*.

THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS INDENTURE, THE NOTES AND THE NOTE GUARANTEES WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

Section 12.09. *No Adverse Interpretation of Other Agreements*.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Company or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 12.10. *Successors*.

All agreements of the Company in this Indenture and the Notes will bind its successors. All agreements of the Trustee in this Indenture will bind its successors. All agreements of each Guarantor in this Indenture will bind its successors, except as otherwise provided in Section 10.05 hereof.

Section 12.11. *Severability*.

In case any provision in this Indenture or in the Notes is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

Section 12.12. *Counterpart Originals*.

The parties may sign any number of copies of this Indenture. Each signed copy will be an original, but all of them together represent the same agreement.

Section 12.13. *Table of Contents, Headings, etc*.

The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and will in no way modify or restrict any of the terms or provisions hereof.

[Signatures on following page]

SIGNATURES

Dated as of December 13, 2021

FirstCash, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Cash America Central, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Cash America East, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Cash America Holding, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Cash America, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

[Signature Page to Indenture]

Cash America, Inc. of Illinois

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Cash America, Inc. of Louisiana

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Cash America, Inc. of North Carolina

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Cash America Management L.P.

By: Cash America Holding, Inc., its general partner

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Cash America of Missouri, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

[Signature Page to Indenture]

Cash America Pawn L.P.

By: Cash America Holding, Inc., its general partner

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Cash America West, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Famous Pawn, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS CO, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS IN, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS KY, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS MO, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS NC, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS OK, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS SC, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

[Signature Page to Indenture]

First Cash, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Frontier Merger Sub, LLC

By: FirstCash, Inc. (F/K/A First Cash Financial Services, Inc.), its sole member

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Georgia Cash America, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

LTS, Incorporated

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Mister Money – RM, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

[Signature Page to Indenture]

Pawn TX, Inc.

By /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

[Signature Page to Indenture]

BOKF, NA

By: /s/ Pamela M. Black
Name: Pamela M. Black
Title: Senior Vice President

[Signature Page to Indenture]

Exhibit A

[Face of Note]

CUSIP/CINS ____________

5.625% Senior Notes due 2030

No. ___

$____________

FIRSTCASH, INC.

promises to pay to [Cede & Co.][____________________________________] or registered assigns,

the principal sum of ____ DOLLARS [, or such other amount as set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto,] on January 1, 2030.

Interest Payment Dates: January 1 and July 1

Record Dates: December 15 and June 15

Dated: _______________

FIRSTCASH, INC.

By: ____
Name:
Title:

This is one of the Notes referred to
in the within-mentioned Indenture:

BOKF, NA, as Trustee

By: ____
Authorized Signatory

[Back of Note]

5.625% Senior Notes due 2030

[Insert the Global Note Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the ERISA Legend pursuant to the provisions of the Indenture]

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

(1) INTEREST. FIRSTCASH, INC., a Delaware corporation (the "*Company*"), promises to pay or cause to be paid interest on the principal amount of this Note at 5.625% per annum from December 13, 2021 until maturity. The Company will pay interest semi-annually in arrears on January 1 and July 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "*Interest Payment Date*"). Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; *provided* that, if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided further* that the first Interest Payment Date shall be July 1, 2022. Notwithstanding the foregoing, if an Interest Payment Date falls on a day that is not a Business Day, the related payment of interest will be made on the next succeeding Business Day as if made on the date the payment was due, and no interest shall accrue for the intervening period. The Company will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at a rate that is 1% higher than the then applicable interest rate on the Notes to the extent lawful; it will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period), at the same rate to the extent lawful. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

(2) METHOD OF PAYMENT. The Company will pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders of Notes at the close of business on the December 15 and June 15 next preceding the Interest Payment Date, even if such Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes will be payable as to principal, premium, if any, and interest at the office or agency of the Paying Agent and Registrar within the City and State of New York, or, at the option of the Company, payment of interest may be made by check mailed to the Holders at their addresses set forth in the register of Holders; *provided* that payment by wire transfer of immediately available funds will be required with respect to principal of, premium on, if any, and interest on, all Global Notes and all other Notes the Holders of which will have provided wire transfer instructions to the Company or the Paying Agent. Such payment will be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

(3) PAYING AGENT AND REGISTRAR. Initially, BOKF, NA, the Trustee under the Indenture, will act as Paying Agent and Registrar. The Company may change the Paying Agent or Registrar without prior notice to the Holders of the Notes. The Company or any of its Subsidiaries may act as Paying Agent or Registrar.

(4) INDENTURE. The Company issued the Notes under an Indenture dated as of December 13, 2021 (the "*Indenture*") among the Company, the Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Notes are unsecured obligations of the Company. The Indenture does not limit the aggregate principal amount of Notes that may be issued thereunder.

(5) OPTIONAL REDEMPTION.

(a) Except pursuant to the following paragraphs, the Notes will not be redeemable at the Company's option prior to January 1, 2025.

(b) At any time prior to January 1, 2025, the Company may on any one or more occasions redeem up to 40% of the aggregate principal amount of Notes issued under the Indenture, upon not less than 10 nor more than 60 days' notice, at a redemption price equal to 105.625% of the principal amount of the Notes redeemed, plus accrued and unpaid interest to, but not including, the date of redemption (subject to the rights of Holders of Notes on the relevant record date to receive interest on the relevant Interest Payment Date), in an amount not to exceed the net proceeds from an Equity Offering; *provided* that:

(1) at least 60% of the aggregate principal amount of Notes originally issued under the Indenture (excluding Notes held by the Parent, the Company and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and

(2) in each case, the redemption occurs within 90 days after the closing of such Equity Offering.

(c) At any time prior to January 1, 2025, the Company may on any one or more occasions redeem all or a part of the Notes, upon not less than 10 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the Notes redeemed, plus the Applicable Premium as of, and accrued and unpaid interest to, but not including, the date of redemption, subject to the rights of Holders on the relevant record date to receive interest due on the relevant Interest Payment Date.

(c) The Notes may be redeemed pursuant to Section 4.15(e) of the Indenture.

(e) On or after January 1, 2025, the Company may on any one or more occasions redeem all or a part of the Notes, upon not less than 10 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued and unpaid interest on the Notes redeemed, to, but not including, the applicable date of redemption, if redeemed during the twelve-month period beginning on January 1 of the years indicated below, subject to the rights of Holders on the relevant record date to receive interest on the relevant Interest Payment Date:

Year	Percentage
2025	102.813%
2026	101.406%
2027 and thereafter	100.000%

Unless the Company defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

(6) MANDATORY REDEMPTION; SPECIAL MANDATORY REDEMPTION. Except as set for the below in this Section (6) below, the Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

If (1) the consummation of the Acquisition does not occur on or before March 31, 2022 (the "*Outside Date*") or (2) the Company notifies the Trustee in writing of its abandonment or termination of the Acquisition Agreement or its determination that the consummation of the Acquisition will not occur on or before the Outside Date (the earlier of the date of delivery of such notice and the Outside Date, the "*Acquisition Deadline*"), the Company will be required to redeem the Notes (the "*Special Mandatory Redemption*") at a price (the "*Mandatory Redemption Amount*") equal to 100% of the initial issue price of the Notes plus accrued and unpaid interest from the Issue Date to, but excluding, the date of such special mandatory redemption.

The Special Mandatory Redemption will be required to occur by a date no later than 10 business days after the Acquisition Deadline, upon 5 business days' notice (the "*Special Mandatory Redemption Date*") and at a redemption price equal to the Mandatory Redemption Amount. The Company will promptly, and in any event not more than 5 business days after the Acquisition Deadline, deliver notice of the Special Mandatory Redemption to the Trustee, who will then promptly deliver such notice to each holder of Notes at its registered address. If funds sufficient to pay the Mandatory Redemption Amount of the Notes to be redeemed on the Special Mandatory Redemption Date are deposited with the Trustee or a Paying Agent on or before such Special Mandatory Redemption Date, then on and after such Special Mandatory Redemption Date, the aggregate principal amount of Notes being redeemed will cease to bear interest.

Upon the occurrence of the closing of the Acquisition, the foregoing provisions regarding the Special Mandatory Redemption will cease to apply.

(7) REPURCHASE AT THE OPTION OF HOLDER. Upon the occurrence of a Change of Control, the Company will be required to make a Change of Control Offer to each Holder in accordance with Sections 3.09 and 4.15 of the Indenture. In connection with certain Asset Sales, the Company shall make an Asset Sale Offer in accordance with Sections 3.09 and 4.10 of the Indenture.

Notwithstanding the foregoing, in connection with any tender offer for the Notes, including a Change of Control Offer or Asset Sale Offer, if Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in such tender offer, the Company, or any third party making such tender offer in lieu of the Company, purchases all of the Notes validly tendered and not withdrawn by such holders, the Company or such third party will have the right upon not less than 10 nor more than 60 days' prior notice, to redeem all Notes that remain outstanding following such purchase at a redemption price equal to the price offered to each Holder (excluding any early tender or incentive fee) in such tender offer plus, to the extent not included in the tender offer payment, accrued and unpaid interest, if any, thereon, to, but excluding, the date of such redemption.

(8) DENOMINATIONS, TRANSFER, EXCHANGE. The Notes are in registered form in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Company need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a record date and the next succeeding Interest Payment Date.

(9) PERSONS DEEMED OWNERS. The registered Holder of a Note may be treated as the owner of it for all purposes. Only registered Holders have rights under the Indenture.

(10) AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the Notes and the Note Guarantees may be amended or supplemented as provided in the Indenture.

(11) DEFAULTS AND REMEDIES. In case an Event of Default (as defined in the Indenture) arising from certain events of bankruptcy or insolvency occurs with respect to the Company, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately. Holders may not enforce the Indenture or the Notes except as provided in the Indenture.

(12) GUARANTEES. The Company's obligations under the Notes are fully and unconditionally guaranteed, jointly and severally, by the Guarantors from time to time party to the Indenture.

(13) TRUSTEE DEALINGS WITH COMPANY. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not the Trustee.

(14) NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator, stockholder, partner, member or manager (or any equivalent thereof) of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

(15) AUTHENTICATION. This Note will not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

(16) ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

(17) CUSIP NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes, and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption, and reliance may be placed only on the other identification numbers placed thereon.

(18) GOVERNING LAW. THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THIS NOTE AND THE NOTE GUARANTEES WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

The Company will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

FirstCash, Inc.
1600 West 7th Street
Fort Worth, Texas 76102
Attention: R. Douglas Orr

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: ______________________________

(Insert assignee's legal name)

____

(Insert assignee's soc. sec. or tax I.D. no.)

____

____

____

____

(Print or type assignee's name, address and zip code)

and irrevocably appoint ______________________________
to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _______________

Your Signature: ______________________
(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*: _________________________

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

Option of Holder to Elect Purchase

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 or 4.15 of the Indenture, check the appropriate box below:

☐ Section 4.10 ☐ Section 4.15

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 4.10 or Section 4.15 of the Indenture, state the amount you elect to have purchased:

$_______________

Date: _______________

Your Signature: ______________________________
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.:______________________________

Signature Guarantee*: _________________________

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE *

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease (or increase)	Signature of authorized officer of Trustee or Custodian

* *This schedule should be included only if the Note is issued in global form.*

FORM OF CERTIFICATE OF TRANSFER

FirstCash, Inc.
1600 West 7th Street
Fort Worth, Texas 76102

BOKF, NA
777 Main Street, Suite 3500
Fort Worth, TX 76102

Re: 5.625% Senior Notes due 2030

Reference is hereby made to the Indenture, dated as of December 13, 2021 (the "*Indenture*"), among FirstCash, Inc., as issuer (the "*Company*"), the Guarantors party thereto and BOKF, NA, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

___________________, (the "*Transferor*") owns and proposes to transfer the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount of $___________ in such Note[s] or interests (the "*Transfer*"), to ___________________________ (the "*Transferee*"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

1. ☐ **Check if Transferee will take delivery of a beneficial interest in the 144A Global Note or a Restricted Definitive Note pursuant to Rule 144A**. The Transfer is being effected pursuant to and in accordance with Rule 144A under the Securities Act of 1933, as amended (the "*Securities Act*"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Definitive Note is being transferred to a Person that the Transferor reasonably believes is purchasing the beneficial interest or Definitive Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A, and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the 144A Global Note and/or the Restricted Definitive Note and in the Indenture and the Securities Act.

2. ☐ **Check if Transferee will take delivery of a beneficial interest in the Regulation S Global Note or a Restricted Definitive Note pursuant to Regulation S.** The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a Person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) if the proposed transfer is being made prior to the expiration of the Restricted

Period, the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on Transfer enumerated in the Private Placement Legend printed on the Regulation S Global Note and/or the Restricted Definitive Note and in the Indenture and the Securities Act.

3. ☐ **Check and complete if Transferee will take delivery of a beneficial interest in the IAI Global Note or a Restricted Definitive Note pursuant to any provision of the Securities Act other than Rule 144A or Regulation S**. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Definitive Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

(a) ☐ such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act;

or

(b) ☐ such Transfer is being effected to the Company or a subsidiary thereof;

or

(c) ☐ such Transfer is being effected pursuant to an effective registration statement under the Securities Act and in compliance with the prospectus delivery requirements of the Securities Act;

or

(d) ☐ such Transfer is being effected to an Institutional Accredited Investor and pursuant to an exemption from the registration requirements of the Securities Act other than Rule 144A, Rule 144, Rule 903 or Rule 904, and the Transferor hereby further certifies that it has not engaged in any general solicitation within the meaning of Regulation D under the Securities Act and the Transfer complies with the transfer restrictions applicable to beneficial interests in a Restricted Global Note or Restricted Definitive Notes and the requirements of the exemption claimed, which certification is supported by (1) a certificate executed by the Transferee in the form of Exhibit D to the Indenture and (2) an Opinion of Counsel provided by the Transferor or the Transferee (a copy of which the Transferor has attached to this certification), to the effect that such Transfer is in compliance with the Securities Act. Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the IAI Global Note and/or the Restricted Definitive Notes and in the Indenture and the Securities Act.

4. ☐ **Check if Transferee will take delivery of a beneficial interest in an Unrestricted Global Note or of an Unrestricted Definitive Note.**

(a) ☐ **Check if Transfer is pursuant to Rule 144**. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act.

Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(b) ☐ **Check if Transfer is Pursuant to Regulation S**. (i) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(c) ☐ **Check if Transfer is Pursuant to Other Exemption**. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes or Restricted Definitive Notes and in the Indenture.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

____
[Insert Name of Transferor]

By: ______________________________
Name:
Title:

Dated: ________________________

ANNEX A TO CERTIFICATE OF TRANSFER

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE OF (a) OR (b)]

(a) ☐ a beneficial interest in the:

(i) ☐ 144A Global Note (CUSIP _________), or

(ii) ☐ Regulation S Global Note (CUSIP _________), or

(iii) ☐ IAI Global Note (CUSIP _________); or

(b) ☐ a Restricted Definitive Note.

2. After the Transfer the Transferee will hold:

[CHECK ONE]

(a) ☐ a beneficial interest in the:

(i) ☐ 144A Global Note (CUSIP _________), or

(ii) ☐ Regulation S Global Note (CUSIP _________), or

(iii) ☐ IAI Global Note (CUSIP _________); or

(iv) ☐ Unrestricted Global Note (CUSIP _________); or

(b) ☐ a Restricted Definitive Note; or

(c) ☐ an Unrestricted Definitive Note,

in accordance with the terms of the Indenture.

Exhibit C

FORM OF CERTIFICATE OF EXCHANGE

FirstCash, Inc.
1600 West 7th Street
Fort Worth, Texas 76102

BOKF, NA
777 Main Street, Suite 3500
Fort Worth, TX 76102

Re: **5.625% Senior Notes due 2030**

(CUSIP _____)

Reference is hereby made to the Indenture, dated as of December 13, 2021 (the "*Indenture*"), among FirstCash, Inc., as issuer (the "*Company*"), the Guarantors party thereto and BOKF, NA, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

___________________________, (the "*Owner*") owns and proposes to exchange the Note[s] or interest in such Note[s] specified herein, in the principal amount of $_____________ in such Note[s] or interests (the "*Exchange*"). In connection with the Exchange, the Owner hereby certifies that:

1. **Exchange of Restricted Definitive Notes or Beneficial Interests in a Restricted Global Note for Unrestricted Definitive Notes or Beneficial Interests in an Unrestricted Global Note**

(a) ☐ **Check if Exchange is from beneficial interest in a Restricted Global Note to beneficial interest in an Unrestricted Global Note.** In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Notes and pursuant to and in accordance with the Securities Act of 1933, as amended (the "*Securities Act*"), (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(b) ☐ **Check if Exchange is from beneficial interest in a Restricted Global Note to Unrestricted Definitive Note.** In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(c) ☐ **Check if Exchange is from Restricted Definitive Note to beneficial interest in an Unrestricted Global Note.** In connection with the Owner's Exchange of a Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(d) ☐ **Check if Exchange is from Restricted Definitive Note to Unrestricted Definitive Note.** In connection with the Owner's Exchange of a Restricted Definitive Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Unrestricted Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2. **Exchange of Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes for Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes**

(a) ☐ **Check if Exchange is from beneficial interest in a Restricted Global Note to Restricted Definitive Note.** In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a Restricted Definitive Note with an equal principal amount, the Owner hereby certifies that the Restricted Definitive Note is being acquired for the Owner's own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Definitive Note issued will continue to be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Definitive Note and in the Indenture and the Securities Act.

(b) ☐ **Check if Exchange is from Restricted Definitive Note to beneficial interest in a Restricted Global Note.** In connection with the Exchange of the Owner's Restricted Definitive Note for a beneficial interest in the [CHECK ONE] ☐ 144A Global Note, ☐ Regulation S Global Note, ☐ IAI Global Note with an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the relevant Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

____

[Insert Name of Transferor]

By: ____________________________________

Name:

Title:

Dated:________________________

Exhibit D

FORM OF CERTIFICATE FROM
ACQUIRING INSTITUTIONAL ACCREDITED INVESTOR

FirstCash, Inc.
1600 West 7th Street
Fort Worth, Texas 76102

BOKF, NA
777 Main Street, Suite 3500
Fort Worth, TX 76102

Re: 5.625% Senior Notes due 2030

Reference is hereby made to the Indenture, dated as of December 13, 2021 (the "*Indenture*"), among FirstCash, Inc., as issuer (the "*Company*"), the Guarantors party thereto and BOKF, NA, as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

In connection with our proposed purchase of $____________ aggregate principal amount of:

(a) ☐ a beneficial interest in a Global Note, or

(b) ☐ a Definitive Note,

we confirm that:

1. We understand that any subsequent transfer of the Notes or any interest therein is subject to certain restrictions and conditions set forth in the Indenture and the undersigned agrees to be bound by, and not to resell, pledge or otherwise transfer the Notes or any interest therein except in compliance with, such restrictions and conditions and the Securities Act of 1933, as amended (the "*Securities Act*").

2. We understand that the offer and sale of the Notes have not been registered under the Securities Act, and that the Notes and any interest therein may not be offered or sold except as permitted in the following sentence. We agree, on our own behalf and on behalf of any accounts for which we are acting as hereinafter stated, that if we should sell the Notes or any interest therein, we will do so only (A) to the Company or any subsidiary thereof, (B) in accordance with Rule 144A under the Securities Act to a "qualified institutional buyer" (as defined therein), (C) to an institutional "accredited investor" (as defined below) that, prior to such transfer, furnishes (or has furnished on its behalf by a U.S. broker-dealer) to you and to the Company a signed letter substantially in the form of this letter and an Opinion of Counsel in form reasonably acceptable to the Company to the effect that such transfer is in compliance with the Securities Act, (D) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act, (E) pursuant to the provisions of Rule 144 under the Securities Act or (F) pursuant to an effective registration statement under the Securities Act, and we further agree to provide to any Person purchasing the Definitive Note or beneficial interest in a Global Note from us in a transaction meeting the requirements of clauses (A) through (E) of this paragraph a notice advising such purchaser that resales thereof are restricted as stated herein.

3. We understand that, on any proposed resale of the Notes or beneficial interest therein, we will be required to furnish to you and the Company such certifications, legal opinions and other information as you and the Company may reasonably require to confirm that the proposed sale complies with the foregoing restrictions. We further understand that the Notes purchased by us will bear a legend to the foregoing effect.

4. We are an institutional “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act) and have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Notes, and we and any accounts for which we are acting are each able to bear the economic risk of our or its investment.

5. We are acquiring the Notes or beneficial interest therein purchased by us for our own account or for one or more accounts (each of which is an institutional “accredited investor”) as to each of which we exercise sole investment discretion.

You and the Company are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

____

[Insert Name of Transferor]

By: ______________________________

Name:

Title:

Dated: ________________________

Exhibit E

[FORM OF SUPPLEMENTAL INDENTURE
TO BE DELIVERED BY SUBSEQUENT GUARANTORS]

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of ________________, among __________________ (the "*Guaranteeing Subsidiary*"), a subsidiary of FirstCash, Inc. (or its permitted successor), a Delaware corporation (the "*Company*"), the Company, the other Guarantors (as defined in the Indenture referred to herein) and BOKF, NA, as trustee under the Indenture referred to below (the "*Trustee*").

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the "*Indenture*"), dated as of December 13, 2021 providing for the issuance of 5.625% Senior Notes due 2030 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company's Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 10 thereof.

4. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator, stockholder, partner, member or manager (or any equivalent thereof) of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture, the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

5. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

6. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

7. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

8. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Dated: _______________,

[GUARANTEEING SUBSIDIARY]

By: ______________________________
Name:
Title:

FIRSTCASH, INC.

By: ______________________________
Name:
Title:

[EXISTING GUARANTORS]

By: ______________________________
Name:
Title:

BOKF, NA
as Trustee

By: ______________________________
Authorized Signatory

Exhibit 10.1

Execution Version

FIFTH AMENDMENT TO AMENDED AND
RESTATED CREDIT AGREEMENT

THIS FIFTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Fifth Amendment"), dated as of December 8, 2021, is by and among **FIRSTCASH, INC. (f/k/a FIRST CASH FINANCIAL SERVICES, INC.)**, a Delaware corporation (the "Borrower"), certain Subsidiaries of the Borrower party hereto (collectively, the "Loan Guarantors"), the lenders identified on the signature pages hereto as the Lenders (the "Lenders") and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent on behalf of the Lenders under the Credit Agreement (as hereinafter defined) (in such capacity, the "Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

W I T N E S S E T H

WHEREAS, the Borrower, the Loan Guarantors party thereto, the Lenders and the Agent are parties to that certain Amended and Restated Credit Agreement, dated as of July 25, 2016 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement");

WHEREAS, the Loan Parties have requested that the Lenders amend certain provisions of the Credit Agreement; and

WHEREAS, the Lenders are willing to make such amendments to the Credit Agreement, in accordance with and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
CONSENT

1.1 Consent to Issuance of AFF Acquisition Senior Notes. The Lenders party hereto hereby consent, effective as of the Fifth Amendment Closing Date (as defined below), to the issuance by the Borrower of not less than $500,000,000 of unsecured Indebtedness (the "AFF Acquisition Senior Notes"); provided, that (a) the AFF Acquisition Senior Notes shall be subject to the conditions set forth in the definition of Additional Unsecured Senior Debt, (b) the Indebtedness evidenced by the AFF Acquisition Senior Notes shall be excluded from the calculation of Consolidated Funded Indebtedness until the earlier to occur of the Fifth Amendment Effective Date and the AFF Acquisition Termination Date, (c) such Indebtedness shall be repaid in full and terminated on March 31, 2022 (such date the "AFF Acquisition Termination Date") to the extent the AFF Acquisition has not consummated on or prior to such date and (d) the cash proceeds of the AFF Acquisition Senior Notes shall be held in an account with the Agent.

1.2 Consent to AFF Acquisition. The Lenders party hereto hereby consent, effective as of the Fifth Amendment Effective Date (as defined below), to the consummation of the AFF Acquisition.

ARTICLE II
AMENDMENTS TO CREDIT AGREEMENT

2.1 Amendments to Credit Agreement. From and after the Fifth Amendment Effective Date (as defined below) the Credit Agreement is amended pursuant to this Fifth Amendment to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Credit Agreement attached as Annex A to this Fifth Amendment.

ARTICLE III
CONDITIONS TO EFFECTIVENESS

3.1 Closing Conditions. The Consent set forth in Article I of this Fifth Amendment shall become effective (the "Fifth Amendment Closing Date") upon receipt by the Agent of a copy of this Fifth Amendment duly executed by each of the Loan Parties, the Required Lenders and the Agent.

3.2 Conditions to Effectiveness. The provisions of this Fifth Amendment (other than the Consent set forth in Article I and the LIBOR replacement language set forth in Sections 1.8 and 3.6 of the Credit Agreement (and the defined terms used therein), which shall become effective upon receipt by the Agent of a copy of this Fifth Amendment duly executed by each of the Loan Parties, the Required Lenders and the Agent) shall become effective (the "Fifth Amendment Effective Date") upon satisfaction of the following conditions (in each case, in form and substance reasonably acceptable to the Agent):

(a) Default. After giving effect to this Fifth Amendment, no Default or Unmatured Default shall exist.

(b) AFF Acquisition. (i) The AFF Acquisition shall have been consummated in accordance with the terms of the Business Combination Agreement dated as of October 27, 2021 (as amended by that certain Amendment to Business Combination Agreement dated as of December 6, 2021, the "Acquisition Agreement"), without giving effect to any waiver of any condition precedent or termination right or amendment of the Acquisition Agreement that is materially adverse to the interests of the Lenders and (ii) the consideration in the form of common equity interests issued in connection with the AFF Acquisition shall be no less than 19.9% of the aggregate outstanding common equity interest of the Borrower as of the Fifth Amendment Effective Date.

(c) Holdco Joinder. The Agent shall have received a joinder agreement executed by Holdings, together with a certificate of a secretary or assistant secretary of Holdings attaching the articles of incorporation, bylaws and/or other organizational documents of Holdings and resolutions, incumbency and good standing certificates (or their equivalent), as applicable, for Holdings, together with a customary legal opinion

(d) AFF Acquisition Senior Notes. The Agent shall have received a Compliance Certificate indicating that, on a pro forma basis after taking into account the incurrence of the AFF Acquisition Senior Notes and the consummation of the AFF Acquisition, (i) no Default or Unmatured Default has occurred and is continuing and (ii) the Borrower and its Subsidiaries are in pro forma compliance with the financial covenants in Section 6.19.

(e) Fees and Expenses. The Agent shall have received from the Borrower (i) the fees agreed to between the Lenders and the Borrower related to this Fifth Amendment (including, for the avoidance of doubt, the fees set forth in the Fifth Amendment Engagement Letter) and (ii) such other fees and expenses that are payable in connection with the consummation of the transactions contemplated hereby and King & Spalding LLP shall have received from the Borrower payment of all outstanding fees and expenses previously incurred and all fees and expenses incurred in connection with this Fifth Amendment.

(f) Receipt of Proceeds. The Agent shall have received evidence that the Borrower has issued the AFF Acquisition Senior Notes, in an amount of not less than $500,000,000, and received the net cash proceeds thereof.

(g) Miscellaneous. All other documents and legal matters in connection with the transactions contemplated by this Amendment shall be reasonably satisfactory in form and substance to the Agent and its counsel, and Agent shall receive customary diligence items as reasonably requested.

(h) AFF Joinder. The Agent shall have received a joinder agreement executed by American First Finance Inc., a Kansas corporation ("AFF"), and its Subsidiaries, together with a certificate of a secretary or assistant secretary of AFF, and each of its Subsidiaries, attaching the articles of incorporation, bylaws and/or other organizational documents of AFF, and each of its Subsidiaries, and resolutions, incumbency and good standing certificates (or their equivalent), as applicable, for AFF, and each of its Subsidiaries, together with a customary legal opinion.

ARTICLE IV
MISCELLANEOUS

4.1 Amended Terms. On and after the Fifth Amendment Effective Date, all references to the Credit Agreement in each of the Loan Documents shall hereafter mean the Credit Agreement as amended by this Fifth Amendment. Except as specifically amended hereby or otherwise agreed, the Credit Agreement is hereby ratified and confirmed and shall remain in full force and effect according to its terms.

4.2 Representations and Warranties of Loan Parties. Each of the Loan Parties represents and warrants as follows:

(a) It has taken all necessary action to authorize the execution, delivery and performance of this Fifth Amendment.

(b) This Fifth Amendment has been duly executed and delivered by such Person and constitutes such Person's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(c) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by such Person of this Fifth Amendment.

(d) At the time of and immediately after giving effect to this Fifth Amendment, the representations and warranties contained in Article V of the Credit Agreement shall (i) with respect to representations and warranties that contain a materiality qualification, be true and correct, except for any representation or warranty made as of an earlier date, which representation and warranty

shall remain true and correct as of such earlier date and (ii) with respect to representations and warranties that do not contain a materiality qualification, be true and correct in all material respects, in each case described in clauses (i) and (ii) above, on and as of the date of this Fifth Amendment as if made on and as of such date except for any representation or warranty made as of an earlier date, which representation and warranty shall remain true and correct in all material respects as of such earlier date.

(e) After giving effect to this Fifth Amendment, no event has occurred and is continuing which constitutes a Default or Unmatured Default.

(f) The Obligations and Guaranteed Obligations are not reduced or modified by this Fifth Amendment and are not subject to any offsets, defenses or counterclaims.

4.3 Reaffirmation of Obligations. Each Loan Party hereby ratifies the Credit Agreement and acknowledges and reaffirms (a) that it is bound by all terms of the Credit Agreement applicable to it and (b) that it is responsible for the observance and full performance of its respective Obligations and Guaranteed Obligations.

4.4 Loan Document. This Fifth Amendment shall constitute a Loan Document under the terms of the Credit Agreement.

4.5 Expenses. The Borrower agrees to pay all reasonable costs and expenses of the Agent in connection with the preparation, execution and delivery of this Fifth Amendment, including without limitation the reasonable and documented fees and expenses of the Agent's legal counsel.

4.6 Further Assurances. The Loan Parties agree to promptly take such action, upon the reasonable request of the Agent, as is necessary to carry out the intent of this Fifth Amendment.

4.7 Entirety. This Fifth Amendment and the other Loan Documents embody the entire agreement and understanding among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

4.8 Counterparts; Telecopy. This Fifth Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart to this Fifth Amendment by telecopy or other electronic means shall be effective as an original.

4.9 No Actions, Claims, Etc. As of the date hereof, each of the Loan Parties hereby acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, against the Agent, the Lenders, or the Agent's or the Lenders' respective officers, employees, representatives, agents, counsel or directors arising from any action by such Persons, or failure of such Persons to act under the Credit Agreement on or prior to the date hereof.

4.10 CHOICE OF LAW. THIS FIFTH AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

4.11 Successors and Assigns. This Fifth Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4.12 Consent to Jurisdiction; Waiver of Jury Trial. The terms of Sections 15.2 and 15.3 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have caused this Fifth Amendment to be duly executed on the date first above written.

BORROWER:

FIRSTCASH, INC., a Delaware corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Address for Notices for Borrower:

1600 W. 7th Street
Fort Worth, TX 76102
Attention: Rick L. Wessel
Phone: (817) 335-1100
Fax: (817) 461-7019

LOAN GUARANTORS:

FAMOUS PAWN, INC.,
a Maryland corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS CO, INC.,
a Colorado corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

LOAN GUARANTORS (CONT'D):

PAWN TX, INC.,
a Texas corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

LTS, INCORPORATED,
a Colorado corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

LOAN GUARANTORS (CONT'D):

MISTER MONEY — RM, INC.,
a Colorado corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS SC, INC., a South Carolina corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS NC, INC., a North Carolina corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FRONTIER MERGER SUB, LLC (S/B/M CASH AMERICA INTERNATIONAL, INC.), a Texas limited liability company

By: FIRSTCASH, INC. (F/K/A FIRST CASH FINANCIAL SERVICES, INC.), its sole member

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

LOAN GUARANTORS (CONT'D):

CASH AMERICA CENTRAL, INC., a Tennessee corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA EAST, INC., a Florida corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA HOLDING, INC., a Delaware corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA MANAGEMENT L.P., a Delaware limited partnership

By: CASH AMERICA HOLDING, INC., its general partner

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA PAWN L.P., a Delaware limited partnership

By: CASH AMERICA HOLDING, INC., its general partner

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

LOAN GUARANTORS (CONT'D):

CASH AMERICA WEST, INC., a Nevada corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA, INC., a Delaware corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA, INC. OF ILLINOIS, an Illinois corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA, INC. OF LOUISIANA, a Delaware corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA, INC. OF NORTH CAROLINA, a North Carolina corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

LOAN GUARANTORS (CONT'D):

CASH AMERICA OF MISSOURI, INC., a Missouri corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

GEORGIA CASH AMERICA, INC., a Georgia corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

LOAN GUARANTORS (CONT'D):

FIRSTCASH, INC., a Nevada corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS OK, INC., an Oklahoma corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS MO, INC., a Missouri corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS IN, INC., an Indiana corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

LOAN GUARANTORS (CONT'D):

FCFS KY, INC., a Kentucky corporation

By: /s/ Rick L. Wessel
Name: Rick L. Wessel
Title: Chief Executive Officer

Address for Notices for all Loan Guarantors:

1600 W. 7th Street
Fort Worth, TX 76102
Attention: Rick L. Wessel
Phone: (817) 335-1100
Fax: (817) 461-7019

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent and a Lender

By: /s/ Mitsoo Iravani
Name: Mitsoo Iravani
Title: Senior Vice President

LENDERS:

BOKF, NA d/b/a Bank of Texas,
as a Lender

By: /s/ J. William McCoy
Name: J. William McCoy
Title: Senior Vice President

LENDERS:

TEXAS CAPITAL BANK, as a Lender

By: /s/ Eddie Broussard
Name: Eddie Broussard
Title: Executive Vice President

LENDER:

PROSPERITY BANK, a Texas banking association, successor by merger to LEGACYTEXAS BANK,
as a Lender

By: /s/ Steve Lombardi
Name: Steve Lombardi
Title: Senior Vice President

LENDER:

FIRST HORRIZON BANK (f/k/a FIRST TENNESSEE BANK NATIONAL ASSOCIATION),
as a Lender

By: /s/ John P. Malloy
Name: John P. Malloy
Title: Senior Vice President

LENDER:

INDEPENDENT BANK, as a Lender

By: /s/ Burton C. French
Name: Burton C. French
Title: Sr. Vice President

LENDER:

SOUTHSIDE BANK,
as a Lender

By: /s/ Landon Brim
Name: Landon Brim
Title: Senior Vice President

Annex A

[see attached]

***Published CUSIP Numbers*: 31943HAA5**
31943HAB3

Execution Versions

COMPOSITE COPY
Incorporating,
First Amendment, dated as of May 30, 2017
Second Amendment, dated as of October 4, 2018
Third Amendment, dated as of December 19, 2019
Fourth Amendment, dated as of November 9, 2020
Fifth Amendment, dated as of December 8, 2021

$500,000,000.00

AMENDED AND RESTATED CREDIT AGREEMENT

among

FIRSTCASH, INC. (f/k/a FIRST CASH FINANCIAL SERVICES, INC.),
as Borrower,

HOLDINGS AND CERTAIN SUBSIDIARIES OF THE BORROWER
FROM TIME TO TIME PARTY HERETO,
as Loan Guarantors,

THE LENDERS PARTY HERETO,

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

Dated as of July 25, 2016

WELLS FARGO SECURITIES, LLC
as Sole Lead Arranger and Sole Lead Bookrunner

Prepared by: KING & SPALDING

TABLE OF CONTENTS

		Page
ARTICLE I. DEFINITIONS		**1**
1.1	Defined Terms	1
1.2	Other Interpretive Provisions	~~26~~29
1.3	Accounting Terms	~~27~~30
1.4	Rounding	~~27~~31
1.5	References to Agreements and Laws	~~27~~31
1.6	Foreign Currency Denomination	~~28~~31
1.7	Divisions	~~28~~31
1.8	Rates	~~28~~31
ARTICLE II. THE CREDITS		**~~28~~32**
2.1	Commitment	~~28~~32
2.2	Required Payments; Termination	~~28~~33
2.3	Ratable Loans	~~29~~33
2.4	Types of Advances	~~29~~33
2.5	Commitment Fee; Reductions in Aggregate Commitment; Administrative Fee	~~29~~33
2.6	Minimum Amount of Each Advance	~~29~~33
2.7	Optional Principal Payments	~~29~~33
2.8	Method of Selecting Types and Interest Periods for New Advances	~~29~~34
2.9	Conversion and Continuation of Outstanding Advances	~~30~~34
2.10	Changes in Interest Rate; Applicable Margin	~~30~~34
2.11	Rates Applicable After Default	~~31~~35
2.12	Method of Payment	~~31~~35
2.13	Noteless Agreement; Evidence of Indebtedness	~~31~~35
2.14	Telephonic/Electronic Notices	~~32~~36
2.15	Interest Payment Dates; Interest and Fee Basis	~~32~~36
2.16	Notification of Advances, Interest Rates, Prepayments and Commitment Reductions	~~32~~36
2.17	Lending Installations	~~32~~36
2.18	Non-Receipt of Funds by the Agent	~~32~~36
2.19	Letters of Credit	~~33~~37
2.20	Mitigation Obligations; Replacement of Lenders	~~39~~43
2.21	Cash Collateral	~~40~~44
2.22	Defaulting Lenders	~~41~~44
2.23	Pro Rata Treatment and Payments	~~43~~46
2.24	Incremental Facility	~~44~~48
ARTICLE III. YIELD PROTECTION; TAXES		**~~46~~49**
3.1	Yield Protection	~~46~~49
3.2	Changes in Capital Adequacy Regulations	~~46~~50
3.3	[Reserved]	~~47~~50
3.4	Funding Indemnification	~~47~~50
3.5	Taxes	~~47~~50

3.6 Changed Circumstances 5054
3.7 Illegality 5256

ARTICLE IV. CONDITIONS PRECEDENT **5257**
4.1 Effective Date 5257
4.2 Initial Advance 5357
4.3 Each Advance 5459

ARTICLE V. REPRESENTATIONS AND WARRANTIES **5560**
5.1 Existence and Standing 5560
5.2 Authorization and Validity 5560
5.3 No Conflict; Government Consent 5560
5.4 Financial Statements 5661
5.5 Material Adverse Change 5661
5.6 Taxes 5661
5.8 Subsidiaries 5661
5.9 ERISA 5661
5.10 Accuracy of Information 5762
5.11 Regulation U 5762
5.12 Material Agreements 5762
5.13 Compliance With Laws 5762
5.14 Ownership of Properties 5762
5.15 Plan Assets; Prohibited Transactions 5762
5.16 Environmental Matters 5862
5.17 Subordinated Indebtedness 5863
5.18 Insurance 5863
5.19 Solvency 5863
5.20 Compliance with FCPA 5863
5.21 Investment Company Act; etc. 5863
5.22 Reserved 5863
5.23 USA PATRIOT ACT NOTIFICATION 5863
5.24 Embargoed Person 5964

ARTICLE VI. COVENANTS **5964**
6.1 Financial Reporting 5964
6.2 Use of Proceeds 6166
6.3 Notices 6166
6.4 Conduct of Business 6166
6.5 Taxes 6266
6.6 Insurance 6266
6.7 Compliance with Laws 6267
6.8 Maintenance of Properties 6267
6.9 Inspection 6267
6.10 Depository 6267
6.11 Indebtedness 6267
6.12 Merger 6469
6.13 Sale of Assets 6469

6.14 Investments and Acquisitions ~~65~~70
6.15 Liens ~~66~~70
6.16 Negative Pledges ~~68~~73
6.17 Affiliates ~~68~~73
6.18 Non-Loan Party Transactions ~~69~~74
6.19 Financial Covenants ~~69~~74
6.20 Subsidiaries as Guarantors ~~70~~75
6.21 Restricted Payments ~~70~~75
6.22 Corporate Changes ~~71~~76
6.23 Books and Records ~~71~~76
6.24 Public/Private Designation ~~71~~76
. The Loan Parties shall, and will cause each Subsidiary to, cooperate with the Agent in connection with the publication of certain materials and/or information provided by or on behalf of the Loan Parties to the Agent and Lenders (collectively, “Information Materials”) and will designate Information Materials (i) that are either available to the public or not material with respect to the Loan Parties and their Subsidiaries or any of their respective securities for purposes of United States federal and state securities laws, as “Public Information” and (ii) that are not Public Information as “Private Information” 76

ARTICLE VII. DEFAULTS **~~72~~76**
7.1 Misrepresentations ~~72~~77
7.2 Nonpayment of Obligations ~~72~~77
7.3 Breach of Covenants ~~72~~77
7.4 Bankruptcy Default ~~72~~77
7.5 [Reserved] ~~73~~78
7.6 Other Indebtedness ~~73~~78
7.7 [Reserved] ~~73~~78
7.8 [Reserved] ~~73~~78
7.9 Invalidity of Guaranty ~~73~~78
7.10 Change in Control ~~73~~78
7.11 Judgment Default ~~73~~78
7.12 ERISA Default ~~73~~78
7.13 [Reserved] ~~74~~78
7.14 [Reserved] ~~74~~79
7.15 Reviews and/or Fines ~~74~~79

ARTICLE VIII. ACCELERATION, WAIVERS, AMENDMENTS AND REMEDIES **~~74~~79**
8.1 Acceleration ~~74~~79
8.2 Amendments ~~74~~79
8.3 Preservation of Rights ~~75~~80

ARTICLE IX. GENERAL PROVISIONS **~~76~~81**
9.1 Survival of Representations ~~76~~81
9.2 Governmental Regulation ~~76~~81

9.3	Headings	~~76~~81
9.4	Entire Agreement	~~76~~81
9.5	Several Obligations; Benefits of this Agreement	~~76~~81
9.6	Expenses; Indemnification	~~76~~81
9.7	Numbers of Documents	~~77~~82
9.8	[Reserved]	~~77~~82
9.9	Severability of Provisions	~~77~~82
9.10	Nonliability of Lenders	~~77~~82
9.11	Confidentiality	~~78~~82
9.12	Nonreliance	~~78~~83
9.13	Acknowledgment and Consent to Bail-In of EEA Financial Institutions	~~78~~83
9.14	Amendment and Restatement	~~79~~84
9.15	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):	~~79~~84
ARTICLE X. THE AGENT		**~~80~~85**
10.1	Appointment and Authority	~~80~~85
10.2	Nature of Duties	~~80~~85
10.3	Exculpatory Provisions	~~81~~86
10.4	Reliance by Agent	~~82~~86
10.5	Notice of Default	~~82~~87
10.6	Non-Reliance on Agent and Other Lenders	~~82~~87
10.7	Indemnification	~~83~~87
10.8	Agent in Its Individual Capacity	~~83~~88
10.9	Resignation of Agent	~~83~~88
10.10	Guaranty Matters	~~84~~89
10.11	Agent’s Reimbursement and Indemnification	~~85~~89
10.12	Banking Services	~~85~~90
ARTICLE XI. SETOFF; RATABLE PAYMENTS		**~~85~~92**
11.1	Setoff	~~85~~92
11.2	Ratable Payments	~~86~~92

ARTICLE XII. BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS		**~~86~~92**
12.1	Successors and Assigns	~~86~~92
12.2	Participations	~~86~~93
12.3	Successors and Assigns	~~87~~94
12.4	Dissemination of Information	~~90~~97
ARTICLE XIII. NOTICES		**~~91~~97**
13.1	Notices	~~91~~97
13.2	Change of Address	~~91~~97
ARTICLE XIV. COUNTERPARTS		**~~91~~97**
ARTICLE XV. CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL; MAXIMUM RATE		**~~91~~97**
15.1	CHOICE OF LAW	~~91~~97
15.2	CONSENT TO JURISDICTION	~~91~~98
15.3	WAIVER OF JURY TRIAL	~~92~~98
15.4	MAXIMUM RATE	~~92~~98
ARTICLE XVI. LOAN GUARANTY		**~~93~~99**
16.1	Guaranty	~~93~~99
16.2	Guaranty of Payment	~~94~~99
16.3	No Discharge or Diminishment of Loan Guaranty	~~94~~100
16.4	Defenses Waived	~~94~~100
16.5	Rights of Subrogation	~~95~~101
16.6	Reinstatement; Stay of Acceleration	~~95~~101
16.7	Information	~~95~~101
16.8	Termination	~~95~~101
16.9	Taxes	~~95~~101
16.10	Maximum Liability	~~95~~101
16.11	Contribution	~~96~~102
16.12	Liability Cumulative	~~96~~102
16.13	Keepwell	~~96~~102
16.14	Entire Agreement	~~97~~103
16.15	Texas Pawnshop Act	~~97~~103
ARTICLE XVII. STATUTE OF FRAUDS NOTICE		**~~97~~103**
17.1	ENTIRE AGREEMENT – SECTION 26.02 NOTICE	~~97~~103

LIST OF SCHEDULES, EXHIBITS, AND APPENDIX

Exhibit “A”	—	Form of Compliance Certificate
Exhibit “B”	—	Form of Joinder Agreement
Exhibit “C”	—	Form of Assignment and Assumption
Exhibit “D”	—	Form of Account Designation Letter
Exhibit “E”	—	Form of Promissory Note
Exhibit “F”	—	Form of Borrowing Notice
Schedule 1	—	Subsidiaries
Schedule 2	—	Indebtedness and Liens
Schedule 3	—	Commitments and Pro Rata Shares
Schedule 4	—	Properties
Schedule 5	—	Investments
Schedule 6	—	Sales, transfers and other dispositions

AMENDED AND RESTATED CREDIT AGREEMENT

This Amended and Restated Credit Agreement, dated as of July 25, 2016, is among FIRSTCASH, INC. (f/k/a FIRST CASH FINANCIAL SERVICES, INC.), the other Loan Parties party hereto, the Lenders party hereto, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent and a Lender.

The Borrower has requested that the Lenders (which shall include the Agent) provide a revolving credit facility, and the Lenders are willing to do so on the terms and conditions set forth herein.

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

ARTICLE I.

DEFINITIONS

1.1 Defined Terms. As used in this Agreement:

"2018 Cash America Notes" means those certain 5.75% senior notes due May 15, 2018 issued by Cash America to the holders thereof, and any exchange notes of Cash America issued in exchange therefor pursuant to the terms of the indenture and the registration rights agreement dated May 15, 2013, in an aggregate principal amount not to exceed $300,000,000.

"Acquisition" means any transaction, or any series of related transactions (including, without limitation, related mergers, consolidations and amalgamations), consummated on or after the Closing Date, by which ~~the Borrower~~any Loan Party or any of its Subsidiaries (a) acquires any business, real estate assets, division, line of business or all or substantially all of the assets of any firm, corporation, partnership or limited liability company, or division thereof, whether through purchase of assets, merger or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the securities or other Equity Interests of a corporation or other Person which have ordinary voting power for the election of directors (other than securities having such power only by reason of the happening of a contingency) or a majority (by percentage or voting power) of the outstanding ownership interests of a partnership or limited liability company.

"Additional Unsecured Senior Debt" means any Indebtedness of a Loan Party incurred or issued after the Closing Date which (a) is not secured, directly or indirectly, or in whole or in part, by a Lien, and (b) has a maturity date at least six (6) months after the Maturity Date and such Indebtedness shall not be subject to amortization or prepayment requirements in an aggregate principal amount of more than $~~50,000,000~~90,000,000 prior to such maturity date (other than in connection with a change of control transaction or asset sale). For the avoidance of doubt, the AFF Acquisition Senior Notes shall constitute Additional Unsecured Senior Debt from and after the Fifth Amendment Effective Date.

"Adjusted LIBO Rate" means, with respect to any Eurodollar Advance for any Interest Period or for any CB Floating Rate Advance, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

"Adjusted One Month LIBOR Rate" means an interest rate per annum equal to the sum of (i) one percent (1%) per annum plus (ii) the Adjusted LIBO Rate for a one-month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day); provided that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the rate published by the ICE Benchmark Administration Limited, a United Kingdom company (or on any successor or substitute page) at approximately 11:00 a.m. London time on such day (without any rounding).

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Agent.

"Advance" means (i) the advancing of any Loan consisting of the aggregate amount of the several Loans of the same Type and, in the case of Eurodollar Advances, for the same Interest Period or (ii) or the issuance of any Letter of Credit.

"AFF Acquisition" means the acquisition by the Borrower of all or substantially all of the Equity Interests of American First Finance Inc., a Kansas corporation and its Subsidiaries.

"AFF Acquisition Senior Notes" means those certain senior notes in an aggregate amount not to exceed $600,000,000 issued by the Borrower to the holders thereof in connection with the AFF Acquisition as contemplated by the Fifth Amendment; provided, that such senior notes (a) are not secured, directly or indirectly, or in whole or in part, by a Lien, and (b) have a maturity date at least six (6) months after the Maturity Date and such Indebtedness shall not be subject to amortization or prepayment requirements in an aggregate principal amount of more than $90,000,000 prior to such maturity date (other than in connection with a change of control transaction or asset sale).

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person owns 10% or more of any class of voting securities (or other ownership interests) of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract or otherwise.

"Agent" means Wells Fargo Bank, National Association, in its capacity as administrative agent and contractual representative of the Lenders pursuant to Article X, and not in its individual capacity as a Lender, and any successor Agent appointed pursuant to Article X.

"Agent-Related Persons" means the Agent (including any successor agent), together with its Affiliates, and the officers, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

"Aggregate Commitment" means the aggregate of the Commitments of all Lenders, as increased and/or reduced from time to time pursuant to the terms hereof, which as of the Third Amendment Effective Date shall be equal to Five Hundred Million and no/100 Dollars ($500,000,000.00).

"Aggregate Revenue Threshold" means an amount equal to eighty-five percent (85%) of the total consolidated revenue and eighty-five percent (85%) of Consolidated Total Assets, in each case, of the ~~Borrower and its~~Loan Parties and their Domestic Subsidiaries for the most recent fiscal quarter as shown on the financial statements most recently delivered or required to be delivered pursuant to Section 6.1.

"Agreement" means this Amended and Restated Credit Agreement.

"Applicable Margin" means, for any day, with respect to any Loan, the applicable spread set forth below under the caption "CBFR Spread," "Eurodollar Spread" or "Commitment Fee Rate," as the case may be.

CBFR Spread	Eurodollar Spread	Commitment Fee Rate
150 bps	250 bps	32.5 bps

"Approved Fund" has the meaning assigned to such term in Section 12.3(b).

"Article" means an article of this Agreement unless another document is specifically referenced.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an eligible assignee permitted by Article XII (with the consent of any party whose consent is required by Article XII), and accepted by the Agent, in substantially the form of Exhibit C or any other form approved by the Agent.

"Authorized Officer" means the chief executive officer, the president, the chief financial officer, the treasurer, the chief operating officer or a vice president of the Borrower or any Subsidiary of the Borrower or such other representative of the Borrower or such Subsidiary as may be designated in writing by any one of the foregoing with the consent of the Agent.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if the then-current Benchmark is a term rate, any tenor for such Benchmark or (b) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 3.6(c)(iv).

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means, 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 for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Banking Services" means each and any of the following bank services provided to any Loan Party by any Lender or any of its Affiliates: (a) credit cards for commercial customers (including, without limitation, "commercial credit cards" and purchasing cards), (b) stored value cards, (c) merchant processing services, (d) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services) and (e) products under any Swap Agreement.

"Banking Services Obligations" of the Loan Parties means any and all obligations of the Loan Parties, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services. In no event shall the Banking Services Obligations include any Excluded Swap Obligations.

"Bankruptcy Event" means any of the events described in Section 7.4.

"BBVA Mexico" means Grupo Financiero BBVA Bancomer S.A. de C.V.

"Benchmark" means, initially, USD LIBOR; provided that if a Benchmark Transition Event, a Term SOFR Transition Event, or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date have occurred with respect to USD LIBOR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.6(c)(i).

"Benchmark Replacement" means, for any Available Tenor,

(a) with respect to any Benchmark Transition Event or Early Opt-in Election, the first alternative set forth in the order below that can be determined by the Agent for the applicable Benchmark Replacement Date:

(1) the sum of: (A) Term SOFR and (B) the related Benchmark Replacement Adjustment;

(2) the sum of: (A) Daily Simple SOFR and (B) the related Benchmark Replacement Adjustment;

(3) ~~"Benchmark Replacement" means~~ the sum of: (~~a~~A) the alternate benchmark rate ~~(which may include Term SOFR)~~ that has been selected by the Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate ~~of interest~~ as a replacement ~~to LIBO Rate for U.S. dollar-denominated~~for the then-current Benchmark for Dollar-denominated syndicated credit facilities at such time and (~~b~~B) the related 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.~~or

(b) with respect to any Term SOFR Transition Event, the sum of (i) Term SOFR and (ii) the related Benchmark Replacement Adjustment;

provided that, (i) in the case of clause (a)(1), if the Agent decides that Term SOFR is not administratively feasible for the Agent, then Term SOFR will be deemed unable to be determined for purposes of this definition and (ii) in the case of clause (a)(1) or clause (b) of this definition, the applicable Unadjusted Benchmark Replacement is displayed on a screen or other information service that publishes such rate from time to time as selected by the Agent in its reasonable discretion. If the Benchmark Replacement as determined pursuant to clause (a)(1), (a)(2) or (a)(3), or clause (b) of this definition would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of ~~LIBO Rate~~the then-current Benchmark with an Unadjusted Benchmark Replacement for ~~each~~any applicable Interest Period~~,~~ and Available Tenor for any setting of such Unadjusted Benchmark Replacement:

(1) for purposes of clauses (a)(1) and (b) of the definition of "Benchmark Replacement," an amount equal to (A) 0.11448% (11.448 basis points) for an Available Tenor of one-month's duration, (B) 0.26161% (26.161 basis points) for an Available Tenor of three-months' duration and (C) 0.42826% (42.826 basis points) for an Available Tenor of six-months' duration;

(2) for purposes of clause (a)(2) of the definition of “Benchmark Replacement,” an amount equal to 0.26161% (26.161 basis points);

(3) for purposes of clause (a)(3) of the definition of “Benchmark Replacement,” 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 Agent and the Borrower giving due consideration to (ai) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of LIBO Ratesuch Available Tenor of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date or (bii) 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 LIBO Ratesuch Available Tenor of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominatedDollar-denominated syndicated credit facilities at such time. ; and

(4) for purposes of clause (c) of the definition of “Benchmark Replacement,” 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 Agent and the Borrower giving due consideration to 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 such Available Tenor of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

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

“Benchmark Replacement Date” means the earlierearliest to occur of the following events with respect to LIBO Ratethe then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of LIBO Ratesuch Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide LIBO Rate; and all Available Tenors of such Benchmark (or such component thereof);

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

(c) in the case of a Term SOFR Transition Event, the date that is thirty (30) days after the Agent has provided the Term SOFR Notice to the Lenders and the Borrower pursuant to Section 3.6(c)(i)(B); or

(d) in the case of an Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to ~~LIBO Rate~~the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of ~~LIBOR~~such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide ~~LIBOR~~all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely~~;~~, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide ~~LIBO Rate~~any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of ~~LIBO Rate, the U.S.~~such Benchmark (or the published component used in the calculation thereof), the FRB, the Federal Reserve ~~System~~Bank of New York, an insolvency official with jurisdiction over the administrator for ~~LIBOR~~such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for ~~LIBO Rate~~such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for ~~LIBO Rate~~such Benchmark (or such component), which states that the administrator of ~~LIBO Rate~~such Benchmark (or such component) has ceased or will cease to provide ~~LIBO Rate~~all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely~~;~~, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide ~~LIBO Rate~~any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of ~~LIBO Rate~~such Benchmark (or the published component used in the calculation thereof) announcing that ~~LIBO Rate is~~all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

~~"Benchmark Transition Start Date" means (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 Agent or the Required Lenders, as applicable, by notice to the Borrower, the Agent (in the case of such notice by the Required Lenders) and the Lenders.~~

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to LIBO Rate and solely to the extent that LIBO Rate has not been replaced with a Benchmark Replacement, the period (a)if any) (x) beginning at the time that sucha Benchmark Replacement Date pursuant to clauses (a) or (b) of that definition has occurred if, at such time, no Benchmark Replacement has replaced LIBO Ratethe then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.6(bc) and (by) ending at the time that a Benchmark Replacement has replaced LIBO Ratethe then-current Benchmark for all purposes hereunder pursuant toand under any Loan Document in accordance with Section 3.6(bc) .

"Borrower" means FIRSTCASH, INC. (f/k/a FIRST CASH FINANCIAL SERVICES, INC.), a Delaware corporation.

"Borrowing Date" means a date on which an Advance is made hereunder.

"Borrowing Notice" has the meaning assigned to such term in Section 2.8.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in Fort Worth, Texas are authorized or required by law to remain closed; provided that, when used in connection with a Eurodollar Advance, the term "Business Day" shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"Capitalized Lease" of a Person means any lease of Property by such Person as lessee which would be capitalized on a balance sheet of such Person prepared in accordance with GAAP; provided that, notwithstanding the foregoing, in no event will any lease that would have been categorized as an operating lease as determined in accordance with GAAP on the date hereof be considered a Capitalized Lease.

"Capitalized Lease Obligations" of a Person means the amount of the obligations of such Person under Capitalized Leases which would be shown as a liability on a balance sheet of such Person prepared in accordance with GAAP.

"Cash America" means Cash America International, Inc., a Texas corporation and, as of the Closing Date, a wholly-owned Subsidiary of the Borrower.

"Cash Collateralize" means, to pledge and deposit with, or deliver to the Agent, or directly to the applicable L/C Issuer (with notice thereof to the Agent), for the benefit of one or more of L/C Issuers or the Lenders, as collateral for L/C Obligations or obligations of the Lenders to fund participations in respect of L/C Obligations, cash or deposit account balances or, if the Agent and the applicable L/C Issuer shall agree, in their sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory to the Agent and such L/C Issuer. "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"Cash Equivalent Investments" means (a) United States Dollar denominated time deposits and certificates of deposit of (i) any Lender, or (ii) any bank (other than the Lenders) whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof, in each case with maturities of not more than one (1) year from the date of acquisition, (b) investments, classified in accordance with GAAP as current assets in money market

investment programs registered under and in compliance with the Investment Company Act of 1940, which are administered by reputable financial institutions having capital of at least $100,000,000.00, (c) mutual funds, administered by reputable financial institutions having capital of at least $100,000,000.00 and registered under and in compliance with the Investment Company Act of 1940, that invest in and direct investments in obligations of any state of the United States or any political subdivision thereof or municipality thereof the interest with respect to which is exempt from federal income taxation under Section 103 of the Code and rated A-1 or higher, or AA or higher by Standard and Poor's Corporation, or P-1 or higher, or Aa or higher by Moody's Investors Services, and (d) auction rate floaters and similar short term (one (1) to sixty (60) day maturities) gilt edge investments in pools of bonds whose income is exempt from federal taxation, which are issued by entities that are rated in the highest rating category of Standard and Poor's Corporation and/or Moody's Investors Service.

"CB Floating Rate" means, as of any date of determination, a rate per annum equal to the greater of (a) the Prime Rate in effect on such day or (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%; provided that the CB Floating Rate shall never be less than the Adjusted One Month LIBOR Rate on such day (or if such day is not a Business Day, the immediately preceding Business Day). Any change in the CB Floating Rate due to a change in the Prime Rate or the Adjusted One Month LIBOR Rate shall be effective from and including the effective date of such change in the Prime Rate or the Adjusted One Month LIBOR Rate, respectively.

"CB Floating Rate Advance" means any Advance when and to the extent that its interest rate is determined by reference to the CB Floating Rate.

"Change in Control" means, with respect to the Borrower, an event or series of events by which (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934), directly or indirectly, of thirty-five percent (35%) or more of the voting stock of ~~the Borrower, or (b~~Holdings, (b) at any time, Holdings shall fail to own one hundred percent (100%) of the Equity Interests of the Borrower or (c) during any period of twelve (12) consecutive months, a majority of the members of the board of directors of the Borrower cease to be composed of individuals (i) who were members of such board on the first (1st) day of such period, (ii) whose election or nomination to such board was approved by individuals referred to in subsection (i) above constituting at the time of such election or nomination at least a majority of such board, or (iii) whose election or nomination to such board was approved by individuals referred to in subsections (i) and (ii) above constituting at the time of such election or nomination at least a majority of such board.

"Change in Law" means the occurrence after the Effective Date or, with respect to any Lender, such later date on which such Lender becomes a party to this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) 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 arising under clauses (x) or (y) be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Closing Date" means the date on which the conditions set forth in Sections 4.1 and 4.2 have been satisfied.

"Closing Date Stock Payment" means certain one-time cash settlement payments on the Closing Date to the holders of the Restricted Stock Unit Awards in accordance with the terms of Section 3.3(a) of the Merger Agreement as in effect on the Closing Date.

"Code" means the Internal Revenue Code of 1986.

"Commitment" means, for each Lender, the obligation of such Lender to make Loans not exceeding the amount set forth in Schedule 3, as such amount may be modified from time to time pursuant to the terms hereof.

"Committed Funded Exposure" means, as to any Lender at any time, the aggregate principal amount at such time of its outstanding Loans and Pro Rata Share of L/C Obligations at such time.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

"Consolidated EBITDA" means, for any period, an amount determined for the ~~Borrower and its~~Loan Parties and their Subsidiaries on a consolidated basis equal to:

(a) Consolidated Net Income;

plus,

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

(i) Consolidated Interest Expense;

(ii) expense for taxes, including federal, foreign, state, local, franchise, excise and similar taxes paid or accrued during such period (including in respect of repatriated funds);

(iii) depreciation and amortization, including amortization or charge-off of intangible assets;

(iv) any out-of-pocket fees or expenses, losses or charges (other than depreciation or amortization expense) related to any issuance, Investment, Acquisition, disposition, conveyance or recapitalization or the incurrence or repayment of Indebtedness (including a refinancing or amendment, waiver or modification thereof), in each case, permitted under this Agreement (including any such transaction consummated prior to or after the Closing Date and any such transaction undertaken whether or not successful) in an aggregate amount not to exceed $30,000,000 in any four (4) fiscal quarter period;

(v) any out-of-pocket fees or expenses payable upon the consummation of issuances of Additional Unsecured Senior Debt in an aggregate amount not to exceed $20,000,000;

(vi) unusual or non-recurring charges in connection with employee severance, lease terminations and lease buyouts related to closure or consolidation of stores and write-off of assets related to permitted asset sales, acquisitions, investments, restructurings and dispositions conducted after the Closing Date;

(vii) non-recurring, non-cash charges, non-cash expenses~~ or~~, non-cash losses reducing Consolidated Net Income (excluding any non-cash charge that results in an accrual of or reserve for cash charges in any future period) but including, on a one-time basis, the impact relating to the implementation of the current expected credit losses methodology for credit losses accounting established under ASU 2016-13 in accordance with GAAP;

(viii) losses on sales or dispositions of assets outside the ordinary course of business (including, for the avoidance of doubt, the Enova Disposition);

(ix) transaction fees, costs and expenses incurred to the extent actually reimbursed by third parties pursuant to indemnification provisions or insurance;

(x) proceeds of business interruption insurance in an amount representing the losses for the applicable period that such proceeds are intended to replace;

(xi) Non-Cash Compensation Expenses arising from the issuance of Equity Interests, options to purchase Equity Interests and stock appreciation rights;

(xii) non-cash loss from the early extinguishment of hedging obligations or other derivative instruments;

(xiii) non-recurring expenses incurred with respect to litigation settlements;

(xiv) director fees, expense reimbursements and indemnification payments paid to directors and board observers;

(xv) non-recurring restructuring charges or reserves and business optimization expense, including any restructuring costs and integration costs, cost-savings initiatives, retention charges, contract termination costs, retention, recruiting, relocation, severance and signing bonuses and expenses, costs and expenses relating to out-placement services, future lease commitments, systems establishment costs, conversion costs and excess pension charges~~ and~~, consulting fees and one-time costs and expenses relating to the AFF Acquisition;

(xvi) expected cost savings, operating expense reductions, restructuring charges and expenses and synergies as a result of permitted asset sales, acquisitions, investments, dispositions, operating improvements, restructurings, cost savings initiatives and specified transactions taken or to be taken by the ~~Borrower and its~~Loan Parties and their Subsidiaries, net of the amount of actual benefits realized during such period from such actions; provided that such cost savings, operating expense reductions, restructuring charges and expenses and synergies shall be reasonably identifiable and factually supportable and shall be reasonably anticipated to be realized within ~~eighteen~~twenty-four (~~18~~24) months after the applicable permitted asset sale, acquisition, investment, disposition, operating improvement, restructuring, cost savings initiative or specified transaction;

(xvii) expenses, charges and fees deducted during the specified period and covered by indemnification or purchase price adjustments and earn-out payments in connection with any Permitted Acquisition, to the extent actually received in cash;

(xviii) losses deducted during the specified period, but for which indemnity recovery is actually received in cash during such period or reasonably expected to be received within ~~180~~365 days after the end of such period;

(xix) expenses deducted during the specified period and reimbursed by third parties to the extent such reimbursements are actually received in cash during such period or reasonably expected to be received in cash within ~~180~~365 days after the end of such period;

(xx) the change in fair value of the earn-out obligations associated with the AFF Acquisition, to the extent accounted for as an expense, as required by GAAP.

provided that the aggregate amount added back to Consolidated EBITDA pursuant to clauses (xv) and (xvi) for any measurement period shall not exceed ~~20~~25% of Consolidated EBITDA for such measurement period (calculated prior to giving effect to any such adjustment pursuant to such clauses);

minus

(c) non-cash items and gains on sales or dispositions of assets outside the ordinary course of business added in the calculation of Consolidated Net Income (other than (x) any such non-cash item to the extent it will result in the receipt of cash payments in any future period or in respect of which cash was received in a prior period or (y) which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges in any prior period).

"Consolidated Funded Indebtedness" means, as of any date of determination, the aggregate dollar amount of Consolidated Indebtedness as of such date, whether or not such amount is due or payable at such time. For purposes of this definition, the term "Indebtedness" shall include the Revolving Principal Balance but exclude Indebtedness described in subsections (e) and (j) in the below definition of Indebtedness.

"Consolidated Indebtedness" means, at the time in question, the Indebtedness of the ~~Borrower and its~~Loan Parties and their Subsidiaries calculated on a consolidated basis as of such time.

"Consolidated Interest Expense" means, as of any date of determination for the four (4) consecutive fiscal quarter period ending on such date, all interest expense (excluding amortization of debt discount and premium, but including the interest component under Capitalized Leases and synthetic leases, non-cash interest, tax retention operating leases, off-balance sheet loans and similar off-balance sheet financing products) for such period of the ~~Borrower and its~~Loan Parties and their Subsidiaries on a consolidated basis in accordance with GAAP.

"Consolidated Net Income" means, with reference to any period, the net income (or loss) of the ~~Borrower and its~~Loan Parties and their Subsidiaries calculated on a consolidated basis for such period, excluding (a) any income (or loss) of any Person (other than a Subsidiary of ~~the Borrower~~a Loan Party) in which any other Person (other than the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries) has a joint interest, except to the extent of the amount of dividends or other distributions actually paid to the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries by such Person during such period, (b) the income (or loss) of any Person accrued prior to the date it becomes a Subsidiary of the ~~Borrower~~loan Parties or is merged into or consolidated with the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries or that Person's assets are acquired by the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries, (c) the income of any Subsidiary of the ~~Borrower~~Loan Parties to the extent that the declaration or payment of dividends or similar distributions by that Subsidiary of that income is not at the time permitted by operation of the terms of its

charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Subsidiary, (d) any unrealized foreign currency translation or transaction gains or losses in respect of Indebtedness or other monetary items of the ~~Borrower~~Loan Parties or any Subsidiary owing to the ~~Borrower~~Loan Parties or any Subsidiary and any unrealized foreign exchange gains or losses relating to the translation of assets and liabilities denominated in foreign currencies, (e) any after-tax gains or non-cash losses attributable to asset sales or returned surplus assets of any Plan or similar employee benefit plan, (f) any net gains, charges or losses on disposed, abandoned and discontinued operations (other than assets held for sale) and any accretion or accrual of discontinued operations, (g) effects of purchase accounting adjustments (including the effects of such adjustments pushed down to such Person and its Subsidiaries) in component amounts required or permitted by GAAP, resulting from the application of purchase accounting in relation to any consummated acquisition or the amortization or write-off of any amounts thereof, net of taxes and (h) to the extent not included in clauses (a) through (g) above, any net extraordinary gains or net extraordinary losses.

"Consolidated Net Worth" means, at any time in question, the Consolidated Total Assets of the ~~Borrower and its~~Loan Parties and their Subsidiaries minus consolidated total liabilities of the ~~Borrower and its~~Loan Parties and their Subsidiaries, calculated on a consolidated basis as of such time.

"Consolidated Rentals" means, with reference to any period, the Rentals of the ~~Borrower and its~~Loan Parties and their Subsidiaries calculated on a consolidated basis for such period.

"Consolidated Total Assets" means, as of any date of determination, the total amount of all assets of the ~~Borrower and its~~Loan Parties and their Subsidiaries, determined on a consolidated basis in accordance with GAAP, as shown on the most recent balance sheet delivered pursuant to Section 6.1(a) or (b), as applicable.

"Controlled Affiliate" has the meaning assigned to it in Section 5.23(b).

"Conversion/Continuation Notice" has the meaning assigned to such term in Section 2.9.

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Covered Party" has the meaning assigned to such term in Section 9.15.

"CSO Program" means the program of the ~~Borrower and its~~Loan Parties and their Subsidiaries in existence as of the Closing Date, as the same may be amended, modified or supplemented in accordance with applicable law, whereby the ~~Borrower and its~~Loan Parties and their Subsidiaries assist customers in obtaining extensions of credit in the States of Texas and Ohio and any other States after the Closing Date that have a substantially similar program.

"Current Maturities of Long Term Debt" means the principal portion of the long term debt of the ~~Borrower and its~~Loan Parties and their Subsidiaries, on a consolidated basis, and the principal portion of the Capitalized Lease Obligations of the ~~Borrower and its~~Loan Parties and their Subsidiaries, on a consolidated basis, which will be due in the twelve (12) months immediately following any date of computation of Current Maturities of Long Term Debt in accordance with GAAP, but excluding balloon payments of long term debt due at maturity if it is reasonably contemplated that such balloon payment will be refinanced on or prior to such maturity.

"Daily Simple SOFR" means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided, that if the Agent decides that any such convention is not administratively feasible for the Agent, then the Agent may establish another convention in its reasonable discretion.

"Debtor Relief Laws" means the Bankruptcy Code in Title 11 of the United States Code and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

"Default" means an event described in Article VII.

"Default Rate" means (a) when used with respect to the Obligations, other than Letter of Credit Fees, an interest rate equal to (i) for CB Floating Rate Advances (A) the CB Floating Rate plus (B) the Applicable Margin applicable to CB Floating Rate Advances plus (C) 2.00% per annum and (ii) for Adjusted LIBO Rate Loans, (A) the Adjusted LIBO Rate plus (B) the Applicable Margin applicable to Adjusted LIBO Rate Loans plus (C) 2.00% per annum, (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin applicable to Letter of Credit Fees plus 2.00% per annum and (c) when used with respect to any other fee or amount due hereunder, an interest rate equal to (A) the CB Floating Rate plus (B) the Applicable Margin, applicable to CB Floating Rate Advances plus (C) 2% per annum.

"Defaulting Lender" means, subject to Section 2.22(b) any Lender that, (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Agent, the L/C Issuer or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within two (2) Business Days of the date when due, (b) has notified the Borrower, the Agent or the L/C Issuer in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Agent or the Borrower, to confirm in writing to the Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) becomes the subject of a Bail-in Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.22(b)) upon delivery of written notice of such determination to the Borrower, the L/C Issuer and each Lender.

"Disqualified Equity Interest" means any Equity Interests of any Person which, by the terms thereof or by the terms of any security into which such Equity Interests are convertible or for which such Equity Interests are exchangeable or exercisable at the option of the holder, or upon the happening of any event (other than an asset sale or a change of control), mature or are mandatorily redeemable pursuant to sinking fund obligations or otherwise, or are redeemable for cash, property or securities constituting Indebtedness at the option of the holder thereof, in whole or in part, or would otherwise require the mandatory payment of dividends (other than dividends payable in Equity Interests (other than Disqualified Equity Interests) and cash in lieu of fractional shares of Equity Interests) on or prior to the date that is ninety-one (91) days following the Maturity Date.

"Dollars" and "$" means dollars in lawful currency of the United States of America.

"Domestic Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Funded Indebtedness (including Subordinated Indebtedness) as of such date to (b) Consolidated EBITDA (for the four fiscal quarter period ending on or immediately prior to such date); provided, however, all Consolidated Funded Indebtedness and Consolidated EBITDA attributable to Foreign Subsidiaries shall be excluded for purposes of calculating the Domestic Leverage Ratio; provided, further that (i) Consolidated EBITDA shall include the amount of any royalty income, management fee income, and interest income recognized by a Domestic Subsidiary and/or the BorrowerLoan Parties resulting from intercompany billings and/or intercompany notes receivable between a Domestic Subsidiary and/or the BorrowerLoan Parties and any Foreign Subsidiary, as well as dividends or other distributions actually paid to a Domestic Subsidiary and/or the BorrowerLoan Parties by any Foreign Subsidiary and (ii) Consolidated Funded Indebtedness shall include Consolidated Funded Indebtedness attributable to Foreign Subsidiaries to the extent such Indebtedness is guaranteed by a Domestic Subsidiary and/or the BorrowerLoan Parties ("Guaranteed Foreign Indebtedness"); provided that such Guaranteed Foreign Indebtedness shall only be included in Consolidated Funded Indebtedness to the extent (and by the amount) such Guaranteed Foreign Indebtedness exceeds $50,000,000.

"Domestic Subsidiary" means any Subsidiary that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia, other than any such Subsidiary (x) that has no material assets other than equity, or equity and indebtedness, of one or more Foreign Subsidiaries or (y) that is owned by a Foreign Subsidiary.

"Early Opt-in Election" means, if the then-current Benchmark is USD LIBOR, the occurrence of:

(a) (i) a determination by the Agent or (ii) a notification by the Required Lenders to the Agent (with a copy to the Borrower) that the Required Lenders have determined that U.S. dollar-denominated syndicated credit facilities being executed at such time, or that include language similar to that contained in Section 3.6(b) are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace LIBO Rate, and

(a) a notification by the Agent to (or the request by the Borrower to the Agent to notify) each of the other parties hereto that at least five currently outstanding Dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(b) ~~(i) ~~the joint election by the Agent ~~or (ii) the election by the Required Lenders to declare that an Early Opt-in Election has occurred~~and the Borrower to trigger a fallback from USD LIBOR and the provision~~, as applicable, ~~by the Agent of written notice of such election to the ~~Borrower and the ~~Lenders~~ or by the Required Lenders of written notice of such election to the Agent~~.

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

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

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

"Effective Date" means the date of this Agreement.

"Embargoed Person" has the meaning assigned to such term in Section 5.24.

"Enova Disposition" means the distribution by Cash America of at least 80% of its ownership interest in Enova International, Inc. and its Subsidiaries to the holders of the Equity Interests of Cash America in connection with the initial public offering of Enova International, Inc. and its Subsidiaries.

"Environmental Laws" means any and all federal, state, local and foreign statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, plans, injunctions, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to (a) the protection of the environment, (b) the effect of the environment on human health, (c) emissions, discharges or releases of pollutants, contaminants, hazardous substances or wastes into surface water, ground water or land, or (d) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, hazardous substances or wastes or the clean-up or other remediation thereof.

"Equity Interests" means (a) in the case of a corporation, capital stock, (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (c) in the case of a partnership, partnership interests (whether general, preferred or limited), (d) in the case of a limited liability company, membership interests and (e) any other interest or participation that confers or could confer on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, without limitation, options, warrants and any other "equity security" as defined in Rule 3a11-1 of the Securities Exchange Act of 1934.

"ERISA" means the Employee Retirement Income Security Act of 1974 and any rule or regulation issued thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"Erroneous Payment" has the meaning assigned thereto in Section 10.13(a).

"Erroneous Payment Deficiency Assignment" has the meaning assigned thereto in Section 10.13(d).

"Erroneous Payment Impacted Class" has the meaning assigned thereto in Section 10.13(d).

"Erroneous Payment Return Deficiency" has the meaning assigned thereto in Section 10.13(d).

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

"Eurodollar," when used in reference to any Advance or Loan (other than a CB Floating Rate Advance), refers to whether such Loan, or the Loans comprising such Advance, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Eurodollar Advance" means an Advance which, except as otherwise provided in Section 2.11, bears interest at a rate determined by reference to the Adjusted LIBO Rate.

"Excluded Swap Obligation" means, with respect to any Loan Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Loan Guarantor of, or the grant by such Loan Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Loan Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. Federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such-Lender acquires such interest in the Loan or Commitment or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 3.5, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in a Loan or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 3.5 and (d) any Taxes imposed under FATCA.

"Exhibit" refers to a specific exhibit to this Agreement, unless another document is specifically referenced.

"Executive Order" has the meaning assigned to such term in Section 5.24.

"Facility Termination Date" means the earlier of (a) the Maturity Date and (b) the date on which the Aggregate Commitment is reduced to zero or otherwise terminated pursuant to the terms hereof.

"FATCA" means the Foreign Account Tax Compliance Act contained in Sections 1471 through 1474 of the Code as of the Effective 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 intergovernmental agreements entered into in accordance therewith, and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

"Federal Funds Effective Rate" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/16 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/16 of 1%) of the quotations for such day for such transactions received by the Agent from three Federal funds brokers of recognized standing selected by it.

"Fee Letter" means that certain Fee Letter (as amended by that certain Engagement Letter dated as of November 15, 2019, by and between Wells Fargo Securities, LLC, Wells Fargo Bank, National Association, and FirstCash, Inc. and by the Fourth Amendment Fee Letter), dated as of June 13, 2016, by and between Wells Fargo Securities, LLC and First Cash Financial Services, Inc.

"Floor" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to USD LIBOR.

"Fifth Amendment" means that certain Fifth Amendment to Amended and Restated Credit Agreement dated as of December 8, 2021.

"Fifth Amendment Effective Date" means the date all Conditions to Effectiveness set forth in Section 3.2 of the Fifth Amendment have been satisfied.

"First Amendment Effective Date" means May 30, 2017.

"First Cash Senior Notes" mean those certain 6.75% senior notes due 2021 issued by the Borrower to the holders thereof pursuant to that certain Indenture, dated as of March 24, 2014, between the Borrower, the guarantors party thereto and BOKF, NA dba Bank of Texas, as trustee, and any additional notes issued by the Borrower pursuant to such Indenture in accordance with Section 6.11(q) of this Agreement.

"Fixed Charge Coverage Ratio" means, for each compliance reporting period, for the preceding four (4) fiscal quarters, the ratio of (y) Consolidated Net Income plus Consolidated Interest Expense paid in cash plus Consolidated Rentals to (z) Current Maturities of Long Term Debt plus Consolidated Interest Expense paid in cash, plus Consolidated Rentals.

"Foreign Assets Control Regulations" has the meaning assigned to such term in Section 5.24.

"Foreign Lender" means a Lender that is not a U.S. Person.

"Foreign Restructuring" means the reorganization of the ownership structure of the Foreign Subsidiaries of the Borrower.

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

"Fourth Amendment Effective Date" means November 9, 2020.

"Fourth Amendment Fee Letter" means Fee Letter dated as of November 9, 2020, by and between Wells Fargo Bank, National Association and the Borrower.

"Fronting Exposure" means, at any time there is a Defaulting Lender, with respect to any L/C Issuer, such Defaulting Lender's Pro Rata Share of the outstanding L/C Obligations with respect to Letters of Credit issued by such L/C Issuer other than L/C Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

"GAAP" means generally accepted accounting principles in effect in the United States (or, in the case of Foreign Subsidiaries with significant operations outside the United States, generally accepted accounting principles in effect from time to time in their respective jurisdictions of organization or formation) applied on a consistent basis, subject, however, in the case of determination of compliance with the financial covenants set out in Section 6.19, to the provisions of Section 1.3.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Guarantee" of or by any Person (the "guarantor") means any obligation (or the incurrence of any obligation), contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation (or the incurrence of any obligation) of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided that the term Guarantee shall not include (i) endorsements for collection or deposit in the ordinary course of business or any obligations pursuant to a CSO Program or (ii) indemnities, product warranties or similar obligations incurred in the ordinary course of business.

"Guaranteed Obligations" has the meaning assigned to such term in Section 16.1. In no event shall the Guaranteed Obligations include any Excluded Swap Obligations.

"Holdings" means FirstCash Holdings, Inc., which as of the Fifth Amendment Effective Date, was the owner of 100% of the Equity Interests of the Borrower and a Loan Guarantor hereunder.

"Honor Date" has the meaning assigned to such term in Section 2.19(c).

"Immaterial Subsidiary" means any Subsidiary of the BorrowerHoldings whose portion of the (a) Consolidated Total Assets of the Borrower and itsLoan Parties and their Subsidiaries does not exceed five percent (5%) of the aggregate Consolidated Total Assets of the Borrower and itsLoan Parties and their Subsidiaries or (b) gross revenues of the Borrower and itsLoan Parties and their Subsidiaries does not exceed five percent (5%) of the aggregate gross revenues of the Borrower and itsLoan Parties and their Subsidiaries (as set forth in the most recently delivered consolidated balance sheet of the Borrower and itsLoan Parties and their Subsidiaries delivered pursuant to Section 6.1).

"Incremental Increase Amount" has the meaning assigned to such term in Section 2.24(a).

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding accounts payable incurred in the ordinary course of business) to the extent such obligation is required to be listed as a liability on the balance sheet of such Person pursuant to GAAP, (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 owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (f) all Guarantees by such Person of Indebtedness of others, (g) all Capitalized Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty (other than letters of credit issued in connection with a CSO Program), (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (j) obligations, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all Swap Agreements, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Agreement transaction and (k) all preferred Equity Interests issued by such Person that are not Qualified Preferred Equity. 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. The amount of Indebtedness of any Person for purposes of clause (e) above shall (unless such Indebtedness has been assumed by such Person) be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the fair market value of the property encumbered thereby as determined by such Person in good faith.

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

"Ineligible Institution" has the meaning assigned to such term in Section 12.3(b).

"Interest Period" means, with respect to a Eurodollar Advance, a period of one week or one, two, three or six months commencing on a Business Day selected by the Borrower pursuant to this Agreement. Such Interest Period shall end on the day which corresponds numerically to such date one week, one, two, three or six months thereafter, provided, however, that if there is no such numerically corresponding day in such next week, next month, second, third or sixth succeeding month, such Interest Period shall end on the last Business Day of such next week, next month, second, third or sixth succeeding month. If an Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on the next succeeding Business Day; provided, however, that if said next succeeding Business Day falls in a new calendar month, such Interest Period shall end on the immediately preceding Business Day.

"Investment" of a Person means any (i) Acquisition by such Person, (ii) advance, loan (other than commission, travel, entertainment, relocation and similar advances to directors, officers and employees made in the ordinary course of business) or other extension of credit (other than accounts receivable arising

in the ordinary course of business on terms customary in the trade) to, any Person or (iii) other capital contribution to or investment in any Person, including, without limitation, any Guarantee (including any support for a letter of credit issued on behalf of such Person but excluding any Guarantees (other than Guarantees of Indebtedness) entered into in the ordinary course of business) incurred for the benefit of such Person. The amount, as of any date of determination, of (a) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, minus any cash payments actually received by such investor representing interest in respect of such Investment (to the extent any such payment to be deducted does not exceed the remaining principal amount of such Investment), but without any adjustment for write-downs or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (b) any Investment in the form of a Guarantee shall be equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof, as determined in good faith by the Borrower, (c) any Investment in the form of a transfer of Equity Interests or other non-cash property or services by the investor to the investee, including any such transfer in the form of a capital contribution, shall be the fair market value (as determined in good faith by the Borrower) of such Equity Interests or other property or services as of the time of the transfer, minus any payments actually received by such investor representing a return of capital of, or dividends or other distributions in respect of, such Investment (to the extent such payments do not exceed, in the aggregate, the original amount of such Investment), but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment, and (d) any Investment (other than any Investment referred to in clause (a), (b) or (c) above) by the specified Person in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any other Person shall be the original cost of such Investment, plus (i) the cost of all additions thereto and minus (ii) the amount of any portion of such Investment that has been repaid to the investor as a repayment of principal or a return of capital, and of any payments or other amounts actually received by such investor representing interest, dividends or other distributions in respect of such Investment (to the extent the amounts referred to in clause (ii) do not, in the aggregate, exceed the original cost of such Investment plus the costs of additions thereto), but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment. For purposes of Section 6.14, if an Investment involves the acquisition of more than one Person, the amount of such Investment shall be allocated among the acquired Persons in accordance with GAAP; provided that pending the final determination of the amounts to be so allocated in accordance with GAAP, such allocation shall be as reasonably determined by the Borrower.

"Joinder Agreement" means a Joinder Agreement in substantially the form of Exhibit B.

"Laws" means all statutes, laws, ordinances, regulations, orders, writs, injunctions, or decrees of the United States, any city or municipality, state, commonwealth, nation, country, territory, possession, or any Tribunal.

"L/C Advance" means, with respect to each Lender, such Lender's participation in any L/C Borrowing in accordance with its Pro Rata Share.

"L/C Borrowing" means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a CB Floating Rate Advance.

"L/C Credit Extension" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the renewal or increase of the amount thereof.

“L/C Issuer” means Wells Fargo in its capacity as issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder, provided, however, that there shall only be one L/C Issuer at any one time hereunder.

“L/C Obligations” means, as of any date of determination, the aggregate undrawn face amount of all outstanding Letters of Credit, plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings.

“Lender” means any of the several banks and other financial institutions as are, or may from time to time become parties to this Agreement (including, without limitation, the L/C Issuer); provided that notwithstanding the foregoing, “Lender” shall not include any Loan Party, any Loan Party’s Affiliates or Subsidiaries or any Ineligible Institution.

“Lending Installation” means, with respect to a Lender or the Agent, the office, branch, subsidiary or affiliate of such Lender or the Agent listed on the signature pages hereof or otherwise selected by such Lender or the Agent pursuant to Section 2.17.

“Letter of Credit” means any standby letter of credit issued hereunder.

“Letter of Credit Application” means an application and agreement for the issuance or amendment of a letter of credit in the form from time to time in use by the L/C Issuer.

“Letter of Credit Expiration Date” means the earlier of (a) the day that is on or before the Maturity Date (or, if such day is not a Business Day, the next preceding Business Day), or (b) one year after the date of such Letter of Credit.

“Letter of Credit Fees” has the meaning assigned to such term in Section 2.19(g).

“Letter of Credit Sublimit” means, with regard to the Letters of Credit, the aggregate amount of $20,000,000.00. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Commitment.

“Leverage Ratio” means, as of any date of determination, the ratio of (a) Consolidated Funded Indebtedness (including Subordinated Indebtedness) as of such date to (b) Consolidated EBITDA (for the four fiscal quarter period ending on or immediately prior to such date).

“LIBO Rate” means, subject to the implementation of a Benchmark Replacement in accordance with Section 3.6(b), with respect to any Eurodollar Advance for any Interest Period, the rate per annum published by the ICE Benchmark Administration Limited, a United Kingdom company (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as the rate for dollar deposits with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the “LIBO Rate” with respect to such Eurodollar Advance for such Interest Period shall be the rate at which dollar deposits of an amount comparable for the Loans then requested and for a maturity comparable to such Interest Period are offered by the principal London office of the Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period. Notwithstanding the above, to the extent that “LIBO Rate” or “Adjusted LIBO Rate” is used in connection with a CB Floating Rate Advance, such rate shall be determined as modified by the definition of Adjusted One Month LIBOR Rate. Notwithstanding the

foregoing, for purposes of this Agreement, (x) in no event shall LIBO Rate (including any Benchmark Replacement with respect thereto) be less than 0% and (y) unless otherwise specified in any amendment to this Agreement entered into in accordance with Section 3.6(b), in the event that a Benchmark Replacement with respect to LIBO Rate is implemented then all references herein to LIBO Rate shall be deemed references to such Benchmark Replacement.

"Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention agreement).

"Liquidity" means, as of any date of determination, the sum of (a) the Aggregate Commitment minus the Revolving Principal Balance as of such date plus (b) the amount of unrestricted cash and Cash Equivalent Investments of the ~~Borrower and its~~loan Parties and their Domestic Subsidiaries in excess of Ten Million Dollars ($10,000,000) as of such date.

"Loan" means, with respect to a Lender, such Lender's loan made pursuant to Article II (or any conversion or continuation thereof).

"Loan Documents" means this Agreement, all Notes issued pursuant to Section 2.13, all Letters of Credit issued pursuant to Section 2.19, all Letter of Credit Applications, the Loan Guaranty, and such other agreements and documents, any amendments or supplements thereto or modifications thereof executed or delivered pursuant to the terms of this Agreement.

"Loan Guarantor" means Holdings and each Domestic Subsidiary of Holdings (other than the Borrower) that is required to become a Loan Guarantor pursuant to Section 6.20.

"Loan Guaranty" means Article XVI of this Agreement.

"Loan Parties" means the Borrower, any Loan Guarantor and any other Person who becomes a party to this Agreement pursuant to a Joinder Agreement and their successors and assigns.

"Loan Party" means any one of the Loan Parties.

"Loan Party Obligations" means all Obligations, together with all (a) Banking Services Obligations and (b) Swap Obligations owing to one or more Lenders or their respective Affiliates.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, financial condition or results of operations of the ~~Borrower and its~~Loan Parties and their Subsidiaries, taken as a whole, (b) the ability of a Loan Party to perform its obligations under the Loan Documents to which it is a party, or (c) the validity or enforceability of any of the Loan Documents or the rights or remedies of the Agent or the Lenders thereunder.

"Maturity Date" means the earlier to occur of (a) the fifth (5th) anniversary of the Third Amendment Effective Date and (b) the date that is 90 days prior to the maturity date of the First Cash Senior Notes (the "Springing Maturity Date"); provided, that the Springing Maturity Date shall not apply (and only the Maturity Date referenced in clause (a) above shall apply) if, as of the date upon which the Springing Maturity Date would otherwise occur, the First Cash Senior Notes have been refinanced or otherwise extended to a maturity date that is later than the Maturity Date referenced in clause (a) above or have been repurchased or redeemed and discharged (or arrangements satisfactory to the Agent have been made to refinance, repurchase or redeem and discharge such First Cash Senior Notes).

"Maximum Rate" means has the meaning assigned to such term in Section 15.4.

"Merger" means the merger of Cash America with and into Frontier Merger Sub, LLC, a wholly owned Subsidiary of the Borrower, with Frontier Merger Sub, LLC surviving the Merger, such that following the Merger, Frontier Merger Sub, LLC will remain a wholly owned subsidiary of the Borrower.

"Merger Agreement" means the Agreement and Plan of Merger dated as of April 28, 2016 among the Borrower, Frontier Merger Sub LLC and Cash America.

"More Restrictive Covenant" means, with respect to any Subordinated Indebtedness or Permitted Refinancing having a principal amount in excess of $10,000,000, any financial covenant, negative covenant, default or similar restriction applicable to the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries (regardless of whether such provision is labeled or otherwise characterized as a covenant), the subject matter of which is similar to the negative and financial covenants set forth in Article VI of this Agreement, the defaults set forth in Article VII of this Agreement or related to definitions in Article I of this Agreement, but which contains one or more percentages, ratios, amounts or formulas that is more restrictive than those set forth herein or more beneficial to the holder or holders of the Indebtedness created or evidenced by the document in which such covenant or similar restriction is contained than to the Lenders hereunder.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which Borrower or any ERISA Affiliate is making, is obligated to make or has made or been obligated to make contributions during the last six years.

"Non-Cash Compensation Expense" means any non-cash expenses and costs that result from the issuance of stock-based awards, partnership interest-based awards and similar incentive based compensation awards or arrangements.

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

"Notes" means all of the promissory notes issued at the request of Lenders pursuant to Section 2.13 in the form of Exhibit E and "Note" means any one of the Notes.

"Obligations" means all unpaid principal of and accrued and unpaid interest on the Loans, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations (including, but not limited to, L/C Obligations) of the Borrower to the Lenders or to any Lender, the Agent or any indemnified party arising under the Loan Documents. In no event shall the Obligations include any Excluded Swap Obligations.

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

"Operating Lease" of a Person means any lease of Property (other than a Capitalized Lease) by such Person as lessee which has an original term (including any required renewals and any renewals effective at the option of the lessor) of one year or more.

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

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

"Outstanding Amount" means (a) with respect to Advances on any date, the Revolving Principal Balance after giving effect to any borrowings and prepayments or repayments of Loans occurring on such date; (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements of outstanding unpaid drawings under any Letters of Credit or any reductions in the maximum amount available for drawing under Letters of Credit taking effect on such date.

"Paid in Full" means the payment or satisfaction in full of the Obligations (other than with respect to contingent indemnification obligations for which no claim has been made), the termination of the Commitments and the cancellation of the Letters of Credit (other than those Letters of Credit that have been Cash Collateralized or otherwise backstopped in a manner acceptable to the L/C Issuer in its sole discretion (including by "grandfathering" into one or more future credit facilities)).

"Participant Register" has the meaning assigned to such term in Section 12.2(d).

"Participants" has the meaning assigned to such term in Section 12.2(a).

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

"Payment Date" means the last Business Day of each March, June, September and December and the Facility Termination Date.

"Payment Event of Default" means a Default specified in Section 7.2.

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

"Permitted Refinancing" means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon plus original issue discount, other amounts paid, and fees and expenses incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, (b) other than with respect to a Permitted Refinancing in respect of Indebtedness permitted pursuant to Section 6.11(i), the Indebtedness resulting from such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) the terms and conditions (including, if applicable, as to collateral) of such modification, refinancing, refunding, renewal or extension taken as a whole are customary for similar Indebtedness in light of then-prevailing market conditions as reasonably determined by the Borrower. For the avoidance of doubt, it is understood that a Permitted Refinancing may constitute a portion of an issuance of Indebtedness in excess of the amount of such Permitted Refinancing; provided that such excess amount is otherwise permitted to be incurred under Section 6.11.

"Person" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department or instrumentality thereof.

"Plan" means 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 the Borrower or any ERISA Affiliate 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.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by the Agent as its prime rate at its offices at Fort Worth, Texas; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"Principal Office" means the Agent's office at Wells Fargo Bank, National Association, 1525 W W.T. Harris Blvd, 1st Floor, Charlotte, North Carolina 28262-8522.

"Prohibited Person" means any Person (a) listed in the Annex to the Executive Order or identified pursuant to Section 1 of the Executive Order; (b) is owned or controlled by, or acting for or on behalf of, any Person listed in the Annex to the Executive Order or identified pursuant to the provisions of Section 1 of the Executive Order; (c) with whom a Lender is prohibited from dealing or otherwise engaging in any transaction by any terrorism or anti-laundering law, including the Executive Order; (d) who commits, threatens, conspires to commit, or support "terrorism" as defined in the Executive Order; (e) who is named as a "Specially designated national or blocked person" on the most current list published by the OFAC at its official website, at http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf or any replacement website or other replacement official publication of such list; or (f) who is owned or controlled by a Person listed above in clause (c) or (d).

"Property" of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person.

"Pro Rata Share" means, with respect to each Lender, the percentage (carried out to the seventh decimal place) of the Aggregate Commitment set forth opposite the name of such Lender on Schedule 3, as such share may be adjusted as contemplated herein.

"Qualified ECP Guarantor" means, in respect of any Swap Obligation, each Loan Guarantor that has total assets exceeding $10,000,000 at the time such Swap Obligation is incurred or such other person as constitutes an ECP under the Commodity Exchange Act or any regulations promulgated thereunder.

"Qualified Preferred Equity" means any Equity Interests of Holdings or the Borrower that do not constitute Disqualified Equity Interests.

"QFC Credit Support" has the meaning assigned to such term in Section 9.15.

"Recipient" means, as applicable, (a) the Agent, (b) any Lender, and (c) the L/C Issuer.

“Reference Time” with respect to any setting of the then-current Benchmark means (1) if such Benchmark is USD LIBOR, 11:00 a.m. (London time) on the day that is two (2) London Banking Days preceding the date of such setting, and (2) if such Benchmark is not USD LIBOR, the time determined by the Agent in its reasonable discretion.

“Regulation D” means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor thereto or other regulation or official interpretation of said Board of Governors relating to reserve requirements applicable to member banks of the Federal Reserve System.

“Regulation U” means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by banks for the purpose of purchasing or carrying margin stocks applicable to member banks of the Federal Reserve System.

“Reimbursement Obligation” means the obligation of the Borrower to reimburse the L/C Issuer pursuant to Section 2.19(c) for amounts drawn under Letters of Credit.

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

“Relevant Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

“Rentals” of a Person means the aggregate fixed amounts payable by such Person under any Operating Lease.

“Reorganization” means, with respect to any Multiemployer Plan, the condition that such Plan is in reorganization within the meaning of such term as used in Section 4241 of ERISA.

“Reportable Event” means a reportable event as defined in Section 4043 of ERISA and the regulations issued under such section, with respect to a Plan, excluding, however, such events as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event, provided, however, that a failure to meet the minimum funding standard of Section 412 of the Code and of Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waiver of the notice requirement in accordance with either Section 4043(a) of ERISA or Section 412(d) of the Code.

“Reports” has the meaning assigned to such term in Section 9.6.

“Required Lenders” means, at any time, Lenders having Commitments representing more than 50% of the Aggregate Commitment at such time; provided, that if any Lender shall be a Defaulting Lender at such time, then there shall be excluded from the determination of Required Lenders, Obligations owing to such Defaulting Lender and such Defaulting Lender’s Commitments.

“Restricted Payment” means (a) any dividend or other distribution, direct or indirect, on account of any shares (or equivalent) of any class of Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares (or equivalent) of any class of Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding, (c) any payment made to retire,

or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Equity Interests of any Loan Party or any of its Subsidiaries, now or hereafter outstanding or (d) any payment or prepayment of principal of, premium, if any, or interest on, redemption, purchase, retirement, defeasance, sinking fund or similar payment with respect to, any Subordinated Indebtedness of any Loan Party or any of its Subsidiaries.

"Restricted Stock Unit Awards" means restricted stock unit awards and deferred stock unit awards of Cash America.

"Revolving Facility Increase" has the meaning assigned to such term in Section 2.24(a).

"Revolving Principal Balance" means the aggregate unpaid principal balance of the Loans at the time in question.

"Schedule" refers to a specific schedule to this Agreement, unless another document is specifically referenced.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Second Amendment Effective Date" means October 4, 2018.

"SOFR" means, with respect to any day meansBusiness Day, a rate per annum equal to the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator) on the Federal Reserve Bank of New York's website.for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website on the immediately succeeding Business Day.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"Solvent" means, with respect to any Person, that the fair value of the assets of such Person (determined on a going concern basis) is, on the date of determination, greater than the total amount of liabilities (including contingent and unliquidated liabilities) of such Person as of such date and that, as of such date, such Person is able to pay all liabilities of such Person as they mature in the ordinary course of business and such Person does not have unreasonably small capital with which to carry on its business. The amount of contingent or unliquidated liabilities, as of such date will be computed at the amount which, in light of all of the facts and circumstances existing at the time, represents the amount that can reasonably be expected to become an actual or matured value discount to present value at rates believed to be reasonable by such Person.

"Specified Transaction" means any Investment, disposition, incurrence or repayment of Indebtedness, Restricted Payment, discontinuance of operations, or any other event that should be calculated on a pro forma basis for purposes of Section 6.19.

"Statutory Reserve Rate" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board to which the Agent is subject with respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Stock Repurchases" means the dollar amount expended by Holdings or the Borrower to acquire or retire any of its capital stock.

"Subordinated Indebtedness" of a Person means any Indebtedness of such Person, which is subordinated to payment of the Obligations on terms which are reasonably satisfactory to the Agent and which does not contain any More Restrictive Covenants. It is understood and agreed that any Subordinated Indebtedness of the ~~Borrower~~Loan Parties or any Subsidiary that contains terms customary in the market at such time for similar issuances shall be acceptable to the Agent.

"Subsidiary" means as to any Person, any corporation, partnership, limited liability company or other entity of which more than fifty percent (50%) of the outstanding Equity Interests having ordinary voting power to elect a majority of the board of directors (or equivalent governing body) or other managers of such corporation, partnership, limited liability company or other entity is at the time owned by (directly or indirectly) or the management is otherwise controlled by (directly or indirectly) such Person (irrespective of whether, at the time, Equity Interests of any other class or classes of such corporation, partnership, limited liability company or other entity shall have or might have voting power by reason of the happening of any contingency). Unless otherwise expressly provided, all references herein to a "Subsidiary" shall mean a Subsidiary of ~~the Borrower~~Holdings. As of the Effective Date (and, after giving effect to the update required pursuant to Section 4.2(a), as of the Closing Date), there are no Subsidiaries except those listed on Schedule 1.

"Supported QFC" has the meaning assigned to such term in Section 9.15.

"Swap Agreement" means any agreement with respect to any swap, forward, spot, future, credit default 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~~Loan Parties or the Subsidiaries shall be a Swap Agreement.

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

"Taxes" means any and all present or future taxes, duties, levies, imposts, deductions, charges or withholdings, and any and all liabilities with respect to the foregoing.

"Term SOFR" means, for the applicable Corresponding Tenor as of the applicable Reference Time, the forward-looking term rate ~~for any period that is approximately (as determined by the Agent) as long as the Interest Period and that is~~ based on SOFR ~~and~~ that has been selected or recommended by the ~~relevant~~Relevant Governmental ~~Authority~~Body.

"Term SOFR Notice" means a notification by the Agent to the Lenders and the Borrower of the occurrence of a Term SOFR Transition Event.

"Term SOFR Transition Event" means the determination by the Agent that (a) Term SOFR has been recommended for use by the Relevant Governmental Body, (b) the administration of Term SOFR is administratively feasible for the Agent and (c) a Benchmark Transition Event, or an Early Opt-in Election, as applicable, has previously occurred resulting in the replacement of the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.6(c) with a Benchmark Replacement the Unadjusted Benchmark Replacement component of which is not Term SOFR.

"Third Amendment Effective Date" means December 19, 2019.

"Trading with the Enemy Act" has the meaning assigned to such term in Section 5.24.

"Transferee" has the meaning assigned to such term in Section 12.4.

"Type" means, with respect to any Advance, its nature as a CB Floating Rate Advance or a Eurodollar Advance.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

"Unreimbursed Amount" has the meaning assigned to such term in Section 2.19(c)(i).

"USD LIBOR" means the London interbank offered rate for Dollars.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Special Resolution Remines" has the meaning assigned to such term in Section 9.15.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (ii) the then outstanding principal amount of such Indebtedness.

"Wells Fargo" means Wells Fargo Bank, National Association, a national banking association, in its individual capacity, and its successors.

"Write-Down and Conversion Powers" means, 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.

1.2 Other Interpretive Provisions.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) (i) The words "herein" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(ii) The term "including" is by way of example and not limitation.

(iii) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced.

In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

Section headings herein and the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.3 Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein. If, after the Effective Date, there shall occur any change in GAAP from those used in the preparation of the financial statements referred to in Section 5.4, and such change shall result in a change in the method of calculation of any financial covenant, standard or term found in this Agreement, either the Borrower or the Required Lenders may by notice to the Lenders and the Borrower, respectively, require that the Lenders and the Borrower negotiate in good faith to amend such covenants, standards and terms so as equitably to reflect such change in accounting principles, with the desired result being that the criteria for evaluating the financial condition of the ~~Borrower and its~~Loan Parties and their Subsidiaries shall be the same as if such change had not been made. No delay by the Borrower or the Required Lenders in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles. Until any such covenant, standard, or term is amended in accordance with this Section 1.3, financial covenants (all related defined terms) shall be computed and determined in accordance with GAAP in effect prior to such change in accounting principles. Without limiting the generality of the foregoing, the Borrower shall neither be deemed to be in compliance with any covenant hereunder or out of compliance with any covenant hereunder if such state of compliance or non-compliance, as the case may be, would not exist but for the occurrence of a change in accounting principles after the date hereof.

(b) 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 (A) without giving effect to any election under the Financial Accounting Standards Board's Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries at "fair value", as defined therein, (B) without giving effect to any treatment of Indebtedness in respect of convertible debt instruments under the Financial Accounting Standards Board's 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 and (C) in a manner such that any obligations relating to a lease that was accounted for by a Person as an operating lease as of the Effective Date and any operating lease entered into after the Effective Date by such Person shall be accounted for as obligations relating to an operating lease and not as Capitalized Lease Obligations.

1.4 Rounding. Any financial ratios required to be maintained by the ~~Borrower~~Loan Parties pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.5 References to Agreements and Laws. Unless otherwise expressly provided herein, (a) references to agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are not prohibited by any Loan Document; and (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law.

1.6 Foreign Currency Denomination. For purpose of determining compliance with any Dollar-denominated restriction on Indebtedness, Liens, Investments, Acquisitions or dispositions of Property, the Dollar-equivalent amount of such transaction denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such transaction was entered into (or, in the case of term debt, incurred, or in the case of revolving credit debt, first committed), provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency and such refinancing would cause the applicable Dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect of the date of such refinancing, such Dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the amount necessary to refinance the principal amount of such Indebtedness being refinanced.

1.7 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

1.8 Rates. ~~. The Agent does not warrant or accept responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the rates in the definition of "LIBO Rate" or with respect to any rate that is an alternative or replacement for or successor to any such rate (including, without limitation, any Benchmark Replacement) or the effect of any of the foregoing, or of any Benchmark Replacement Conforming Changes.~~

The interest rate on Eurodollar Advances and CB Floating Rate Advances (when determined by reference to clause (c) of the definition of CB Floating Rate) may be determined by reference to LIBOR, 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. On March 5, 2021, ICE Benchmark Administration ("IBA"), the administrator of the London interbank offered rate, and the Financial Conduct Authority (the "FCA"), the regulatory supervisor of IBA, announced in public statements (the "Announcements") that the final publication or representativeness date for the London interbank offered rate for Dollars for: (a) 1-week and 2-month tenor settings will be December 31, 2021 and (b) overnight, 1-month, 3-month, 6-month and 12-month tenor

settings will be June 30, 2023. No successor administrator for IBA was identified in such Announcements. As a result, it is possible that commencing immediately after such dates, the London interbank offered rate for such tenors may no longer be available or may no longer be deemed a representative reference rate upon which to determine the interest rate on Eurodollar Advances or CB Floating Rate Advances (when determined by reference to clause (c) of the definition of CB Floating Rate). There is no assurance that the dates set forth in the Announcements will not change or that IBA or the FCA will not take further action that could impact the availability, composition or characteristics of any London interbank offered rate. Public and private sector industry initiatives have been and continue, as of the date hereof, to be underway to implement new or alternative reference rates to be used in place of the London interbank offered rate. In the event that the London interbank offered rate or any other then-current Benchmark is no longer available or in certain other circumstances set forth in Section 3.6(c), such Section 3.6(c) provides a mechanism for determining an alternative rate of interest. The Agent will notify the Borrower, pursuant to Section 3.6(c), of any change to the reference rate upon which the interest rate on Eurodollar Advances and CB Floating Rate Advances (when determined by reference to clause (c) of the definition of CB Floating Rate) is based. However, the Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (i) the continuation of, administration of, submission of, calculation of or any other matter related to the London interbank offered rate or other rates in the definition of "LIBOR" or with respect to any alternative, successor or replacement rate thereto (including any then-current Benchmark or any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 3.6(c), will be similar to, or produce the same value or economic equivalence of, LIBOR or any other Benchmark, or have the same volume or liquidity as did the London interbank offered rate or any other Benchmark prior to its discontinuance or unavailability, or (ii) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of a Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to the Borrower. The Agent may select information sources or services in its reasonable discretion to ascertain any Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II.

THE CREDITS

2.1 Commitment. From and including the Closing Date and prior to the Facility Termination Date, each Lender severally, but not jointly, agrees, on the terms and conditions set forth in this Agreement, to make Loans to the Borrower from time to time in amounts not to exceed in the aggregate at any one time outstanding the amount of its Commitment; provided, however, that (i) with regard to each Lender individually, the sum of such Lender's Pro Rata Share of the aggregate principal amount of outstanding Loans plus such Lender's Pro Rata Share of outstanding L/C Obligations shall not exceed such Lender's Commitment and (ii) with regard to the Lenders collectively, the sum of the aggregate principal amount of outstanding Loans plus outstanding L/C Obligations shall not exceed the Aggregate Commitment then in effect. Subject to the terms of this Agreement, the Borrower may borrow, repay and reborrow at any time prior to the Facility Termination Date. The Commitments to lend hereunder shall become effective on the Closing Date and shall expire on the Facility Termination Date.

2.2 Required Payments; Termination. Any outstanding Advances and all other unpaid Obligations shall be Paid in Full by the Borrower on the Facility Termination Date. If at any time after the Closing Date, the sum of the aggregate principal amount of outstanding Loans plus outstanding L/C Obligations shall exceed the Aggregate Commitment, the Borrower shall immediately prepay the Loans and (after all Loans have been repaid and without a permanent reduction of the Aggregate Commitment) Cash Collateralize the L/C Obligations in an amount sufficient to eliminate such excess.

2.3 Ratable Loans. Each Advance hereunder shall consist of Loans made from the several Lenders ratably in proportion to the ratio that their respective Commitments bear to the Aggregate Commitment (the Pro Rata Shares).

2.4 Types of Advances. The Advances may be CB Floating Rate Advances or Eurodollar Advances, or a combination thereof, selected by the Borrower in accordance with Sections 2.8 and 2.9; provided, however, no more than ten (10) Eurodollar Advances may be outstanding at any one time.

2.5 Commitment Fee; Reductions in Aggregate Commitment; Administrative Fee.

(a) The Borrower agrees to pay to the Agent for the account of each Lender in accordance with its Pro Rata Share a commitment fee (which shall begin to accrue, for the avoidance of doubt, on and after the Closing Date) equal to the Applicable Margin times the actual daily amount by which the Aggregate Commitment exceeds the sum of (i) the Outstanding Amount of Advances, and (ii) the Outstanding Amount of L/C Obligations, payable quarterly in arrears on each Payment Date and on the Facility Termination Date. The Borrower may permanently reduce the Aggregate Commitment in whole, or in part ratably among the Lenders in integral multiples of $5,000,000.00, upon at least five (5) Business Days' written notice to the Agent, which notice shall specify the amount of any such reduction; provided, however, that the amount of the Aggregate Commitment may not be reduced below the aggregate principal amount of the outstanding Advances and L/C Obligations. All accrued commitment fees shall be payable on the effective date of any termination of the obligations of the Lenders to make Loans hereunder.

(b) On the Closing Date and on each anniversary of the Closing Date thereafter, the Borrower agrees to pay to the Agent the annual administrative fee as described in the Fee Letter.

(c) If the Closing Date does not occur on or prior to December 31, 2016, the Commitments hereunder and this Agreement shall automatically terminate on such date without further action by any party hereto.

2.6 Minimum Amount of Each Advance. Each Eurodollar Advance shall be in the minimum amount of $100,000.00 (and in multiples of $100,000.00 if in excess thereof), and each CB Floating Rate Advance shall be in the minimum amount of $25,000.00 (and in multiples of $25,000.00 if in excess thereof); provided, however, that any CB Floating Rate Advance may be in the amount of the unused Aggregate Commitment.

2.7 Optional Principal Payments. The Borrower may from time to time pay, without penalty or premium, all outstanding CB Floating Rate Advances, or, in a minimum aggregate amount of $25,000.00 or any integral multiple of $25,000.00 in excess thereof, any portion of the outstanding CB Floating Rate Advances upon one (1) Business Day's prior notice to the Agent. The Borrower may from time to time pay, subject to the payment of any funding indemnification amounts required by Section 3.4, all outstanding Eurodollar Advances, or, in a minimum aggregate amount of $100,000.00 or any integral multiple of $100,000.00 in excess thereof, any portion of the outstanding Eurodollar Advances upon three (3) Business Days' prior notice to the Agent.

2.8 Method of Selecting Types and Interest Periods for New Advances. The Borrower shall select the Type of Advance and, in the case of each Eurodollar Advance, the Interest Period applicable thereto from time to time. The Borrower shall give the Agent irrevocable notice in substantially the form of Exhibit F (a "Borrowing Notice") not later than 11:00 a.m. (Fort Worth, Texas time) at least one (1) Business Day before the Borrowing Date (two (2) Business Days in the case of a Eurodollar Advance), specifying:

(a) the Borrowing Date, which shall be a Business Day, of such Advance,

(b) the aggregate amount of such Advance,

(c) the Type of Advance selected, and

(d) in the case of each Eurodollar Advance, the Interest Period applicable thereto.

Not later than 1:00 P.M. (Fort Worth, Texas time) on each Borrowing Date, each Lender shall make available its Loan or Loans in funds immediately available in Fort Worth, Texas to the Agent at its address specified pursuant to Article XIII. The Agent will make the funds so received from the Lenders available to the Borrower at the Principal Office.

2.9 Conversion and Continuation of Outstanding Advances. CB Floating Rate Advances shall continue as CB Floating Rate Advances unless and until such CB Floating Rate Advances are converted into Eurodollar Advances pursuant to this Section 2.9 or are repaid in accordance with Section 2.7. Each Eurodollar Advance shall continue as a Eurodollar Advance until the end of the then applicable Interest Period therefor, at which time such Eurodollar Advance shall be automatically converted into a Eurodollar Advance with an Interest Period of one month unless (a) such Eurodollar Advance is or was repaid in accordance with Section 2.7 or (b) the Borrower shall have given the Agent a Conversion/Continuation Notice (as defined below) requesting that, at the end of such Interest Period, such Eurodollar Advance continue as a Eurodollar Advance for the same or another Interest Period. Subject to the terms of Section 2.6, the Borrower may elect from time to time to convert all or any part of a CB Floating Rate Advance into a Eurodollar Advance. The Borrower shall give the Agent irrevocable notice (a "Conversion/Continuation Notice") of each conversion of a CB Floating Rate Advance into a Eurodollar Advance or continuation of a Eurodollar Advance not later than 11:00 a.m. (Fort Worth, Texas time) at least two (2) Business Days prior to the date of the requested conversion or continuation, specifying:

(a) the requested date, which shall be a Business Day, of such conversion or continuation,

(b) the aggregate amount and Type of the Advance which is to be converted or continued, and

(c) the amount of such Advance which is to be converted into or continued as a Eurodollar Advance and the duration of the Interest Period applicable thereto.

2.10 Changes in Interest Rate; Applicable Margin. Each CB Floating Rate Advance shall bear interest on the outstanding principal amount thereof, for each day from and including the date such Advance is made or is automatically converted from a Eurodollar Advance into a CB Floating Rate Advance pursuant to Section 2.9, to but excluding the date it is paid or is converted into a Eurodollar Advance pursuant to Section 2.9 hereof, at a rate per annum equal to the CB Floating Rate for such day plus the Applicable Margin. Changes in the rate of interest on that portion of any Advance maintained as a CB Floating Rate Advance will take effect simultaneously with each change in the Prime Rate. Each Eurodollar Advance

shall bear interest on the outstanding principal amount thereof from and including the first day of the Interest Period applicable thereto to (but not including) the last day of such Interest Period at a rate equal to the Adjusted LIBO Rate (plus the Applicable Margin) determined by the Agent as applicable to such Eurodollar Advance based upon the Borrower's selections under Sections 2.8 and 2.9 and otherwise in accordance with the terms hereof. No Interest Period may end after the Maturity Date.

2.11 Rates Applicable After Default. Upon the occurrence and during the continuance of a ~~(i)~~ Bankruptcy Event or a Payment Event of Default, the principal of and, to the extent permitted by law, interest on the Loans and any other amounts owing hereunder or under the other Loan Documents shall automatically bear interest at a rate per annum which is equal to the Default Rate and the Letter of Credit Fees shall be set at the Default Rate~~ and (ii) any other Default hereunder, at the option of the Required Lenders, the principal of and, to the extent permitted by law, interest on the Loans and any other amounts owing hereunder or under the other Loan Documents shall bear interest, at a per annum rate which is equal to the Default Rate and the Letter of Credit Fees shall be set at the Default Rate, in each case from the date of such Default until such Default is waived in accordance with Section 8.2~~. Any default interest owing under this Section shall be due and payable on the earlier to occur of (x) demand by the Agent (which demand the Agent shall make if directed by the Required Lenders) and (y) the Facility Termination Date.

2.12 Method of Payment. All payments of the Obligations hereunder shall be made, without setoff, deduction, or counterclaim, in immediately available funds to the Agent at the Agent's address specified pursuant to Article XIII, by 1:00 P.M. (Fort Worth, Texas time) on the date when due and shall be applied ratably by the Agent among the Lenders. Each payment delivered to the Agent for the account of any Lender shall be delivered promptly by the Agent to such Lender in the same type of funds that the Agent received at its address specified pursuant to Article XIII or at any Lending Installation specified in a notice received by the Agent from such Lender.

2.13 Noteless Agreement; Evidence of Indebtedness.

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

(b) The Agent shall also maintain accounts in which it will record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period with respect thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Agent hereunder from the Borrower and each Lender's share thereof.

(c) The entries in the accounts maintained pursuant to paragraphs (a) and (b) above shall be prima facie evidence of the existence and amounts of the Obligations therein recorded absent manifest error; provided, however, that the failure of the Agent or any Lender to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Obligations in accordance with their terms.

(d) Any Lender may request that its Loans be evidenced by a promissory note (a "Note"). In such event, the Borrower shall execute and deliver to such Lender a Note payable to such Lender in substantially the form of Exhibit E. Thereafter, the Loans evidenced by such Note and interest thereon shall at all times (including after any assignment pursuant to Section 12.3) be represented by one or more Notes payable to the payee named therein or any assignee permitted pursuant to Section 12.3, except to the extent that any such Lender or assignee subsequently returns any such Note for cancellation and requests that such Loans once again be evidenced as described in paragraphs (a) and (b) above.

2.14 Telephonic/Electronic Notices. The Borrower hereby authorizes the Lenders and the Agent to extend, convert or continue Advances, effect selections of Types of Advances and to transfer funds based on telephonic or electronic notices (including notices delivered over e-mail) made by any Person or Persons whom the Agent or any Lender in good faith believes to be acting on behalf of the Borrower, it being understood that the foregoing authorization is specifically intended to allow Borrowing Notices and Conversion/Continuation Notices to be given telephonically or over e-mail. The Borrower agrees to deliver promptly to the Agent a written confirmation, if such confirmation is requested by the Agent or any Lender, of each telephonic or e-mail notice signed by an Authorized Officer. If the written confirmation differs in any material respect from the action taken by the Agent and the Lenders, the records of the Agent and the Lenders shall govern absent manifest error.

2.15 Interest Payment Dates; Interest and Fee Basis. Interest accrued on each CB Floating Rate Advance shall be payable on each Payment Date, commencing with the first such date to occur after the date hereof. Interest accrued on each Eurodollar Advance shall be payable on the last day of its applicable Interest Period, on any date on which the Eurodollar Advance is prepaid, whether by acceleration or otherwise, and on the Maturity Date; provided, for any Eurodollar Advance having an Interest Period longer than three (3) months, interest accrued on such Eurodollar Advance shall also be payable on each three (3) month anniversary following the first day of such Interest Period. Interest payable hereunder with respect to any CB Floating Rate Advance shall be calculated on the basis of a year of 365 days (or 366 days, as applicable) for the actual days elapsed. All other fees and interest payable hereunder shall be calculated on the basis of a 360-day year for the actual days elapsed. Interest shall be payable for the day an Advance is made but not for the day of any payment on the amount paid if payment is received prior to 1:00 P.M. (Fort Worth, Texas time) at the Lending Installation for the Agent. If any payment of principal of or interest on an Advance shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and, in the case of a principal payment, such extension of time shall be included in computing interest in connection with such payment.

2.16 Notification of Advances, Interest Rates, Prepayments and Commitment Reductions. Promptly after receipt thereof, the Agent will notify each Lender of the contents of each Aggregate Commitment reduction notice, Borrowing Notice, Conversion/Continuation Notice, and repayment notice received by it hereunder. The Agent will notify each Lender of the interest rate applicable to each Eurodollar Advance promptly upon determination of such interest rate and will give each Lender prompt notice of each change in the Prime Rate.

2.17 Lending Installations. Each Lender may book its Loans at any Lending Installation selected by such Lender and may change its Lending Installation from time to time. All terms of this Agreement shall apply to any such Lending Installation and the Loans and any Notes issued hereunder shall be deemed held by each Lender for the benefit of any such Lending Installation. Each Lender may, by written notice to the Agent and the Borrower in accordance with Article XIII, designate replacement or additional Lending Installations through which Loans will be made by it and for whose account Loan payments are to be made.

2.18 Non-Receipt of Funds by the Agent. Unless the Borrower or a Lender, as the case may be, notifies the Agent prior to the date on which it is scheduled to make payment to the Agent of (i) in the case of a Lender, the proceeds of a Loan or (ii) in the case of the Borrower, a payment of principal, interest or fees to the Agent for the account of the Lenders, that it does not intend to make such payment, the Agent may assume that such payment has been made. The Agent may, but shall not be obligated to, make the amount of such payment available to the intended recipient in reliance upon such assumption. If such Lender or the Borrower, as the case may be, has not in fact made such payment to the Agent, the recipient of such payment shall, on demand by the Agent, repay to the Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Agent until the date the Agent recovers such amount at a rate per annum equal to (a) in the case of payment by a Lender, the Federal Funds Effective Rate for such day for the first three (3) days and, thereafter, the interest rate applicable to the relevant Loan or (b) in the case of payment by the Borrower, the interest rate applicable to the relevant Loan.

2.19 Letters of Credit.

(a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) the L/C Issuer agrees, in reliance upon the agreements of the other Lenders set forth in this Section 2.19, from time to time on any Business Day during the period from the Closing Date until the day immediately prior to the Maturity Date, to issue Letters of Credit for the account of the Borrower or any of its Subsidiaries, and to amend or renew Letters of Credit previously issued by it, in accordance with subsection (b) below, and to honor drafts under the Letters of Credit; and (B) the Lenders severally agree to participate in Letters of Credit issued for the account of the Borrower. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrower's ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrower may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(ii) The L/C Issuer shall be under no obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority shall by its terms purport to enjoin or restrain the L/C Issuer from issuing such Letter of Credit, or any law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the L/C Issuer in good faith deems material to it;

(B) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless the Required Lenders have approved such expiry date; or

(C) the issuance of such Letter of Credit would violate one or more policies of the L/C Issuer applicable to letters of credit generally.

(iii) The L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) the L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(iv) Notwithstanding any provision to the contrary contained in the Loan Documents, the L/C Issuer shall not issue, and no Lender shall be obligated to participate in, any Letter of Credit which, in the aggregate face amount, would cause the Outstanding Amount of all L/C Obligations to exceed the Letter of Credit Sublimit at any one time, or which would cause the Outstanding Amount of all Loans, plus the Outstanding Amount of L/C Obligations related to Letters of Credit, to exceed the Aggregate Commitment.

(b) Procedures for Issuance and Amendment of Letters of Credit; Evergreen Letters of Credit.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the written request of the Borrower delivered to the L/C Issuer (with a copy to the Agent if different than the L/C Issuer) in the form of a Letter of Credit Application, appropriately completed and signed by an Authorized Officer of the Borrower. Such Letter of Credit Application must be received by the L/C Issuer and the Agent not later than 1:00 p.m., Fort Worth, Texas time, at least two (2) Business Days (or such later date and time as the L/C Issuer may agree in a particular instance in its sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; and (G) such other matters as the L/C Issuer may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to the L/C Issuer (W) the Letter of Credit to be amended; (X) the proposed date of amendment thereof (which shall be a Business Day); (Y) the nature of the proposed amendment; and (Z) such other matters as the L/C Issuer may require.

(ii) Promptly after receipt of any Letter of Credit Application, the L/C Issuer (if not the Agent) will confirm with the Agent (by telephone or in writing) that the Agent has received a copy of such Letter of Credit Application from the Borrower and, if not, the L/C Issuer will provide the Agent with a copy thereof. Upon receipt by the L/C Issuer of confirmation from the Agent that the requested issuance or amendment is permitted in accordance with the terms hereof, then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Borrower or enter into the applicable amendment, as the case may be, in each case in accordance with the L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a participation in such Letter of Credit in an amount equal to the product of such Lender's Pro Rata Share times the amount of such Letter of Credit.

(iii) Notwithstanding anything to the contrary contained herein or in the other Loan Documents, the L/C Issuer shall have no obligation to permit the renewal of any Letter of Credit at any time; provided that any Letter of Credit with a one-year term may provide for the renewal thereof for an additional one-year period (which shall in no event extend beyond the Letter of Credit Expiration Date).

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the L/C Issuer will also deliver to the Borrower and the Agent (if different from the L/C Issuer) a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon any drawing under any Letter of Credit, the L/C Issuer shall notify the Borrower and the Agent (if different than the L/C Issuer) thereof. Not later than 1:00 p.m., Fort Worth, Texas time, on the date of any payment by the L/C Issuer under a Letter of Credit (each such date, an "Honor Date"), the Borrower shall reimburse the L/C Issuer through the Agent in an amount equal to the amount of such drawing; provided that if such notice is not provided to the Borrower prior to 11:00 a.m., Fort Worth, Texas time on such Honor Date, then the Borrower shall reimburse the L/C Issuer through the Agent in an amount equal to the amount of such drawing no later than 1:00 p.m., Fort Worth, Texas time, on the next succeeding Business Day, and such extension of time shall be reflected in computing fees in respect of such Letter of Credit. If the Borrower fails to so reimburse the L/C Issuer by such time, the Borrower shall be deemed to have requested a CB Floating Rate Advance to be disbursed on the Honor Date in an amount equal to the drawing under the Letter of Credit (the "Unreimbursed Amount"), without regard to the minimum amounts specified elsewhere herein for the principal amount of CB Floating Rate Advances, but subject to the amount of the unutilized portion of the Aggregate Commitments and the conditions set forth in Section 4.3. Any notice given by the L/C Issuer pursuant to this Section 2.19(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Lender (including the L/C Issuer) shall upon any notice pursuant to Section 2.19(c)(i) with regard to a CB Floating Rate Advance make funds available to the Agent for the account of the L/C Issuer at the Agent's Office in an amount equal to its Pro Rata Share of the Unreimbursed Amount not later than 1:00 p.m., Fort Worth, Texas time, on the Business Day specified in such notice by the Agent, whereupon, subject to the provisions of Section 2.19(c)(iii), each Lender that so makes funds available shall be deemed to have made a CB Floating Rate Advance to the Borrower in such amount. The Agent shall remit the funds so received to the L/C Issuer (if different from the Agent).

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a CB Floating Rate Advance because the conditions set forth in Section 4.3 (other than delivery of a Borrowing Notice) cannot be satisfied or for any other reason, the Borrower shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable upon the L/C Issuer's demand (together with interest) and shall bear interest at the Default Rate. In such event, each Lender's payment to the Agent for the account of the L/C Issuer pursuant to Section 2.19(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under Section 2.19.

(iv) Until each Lender funds its CB Floating Rate Advance or L/C Advance pursuant to this Section 2.19(c) to reimburse the L/C Issuer for any amount drawn under any Letter of Credit, accrued interest in respect of such Lender's Pro Rata Share of such amount shall be solely for the account of the L/C Issuer.

(v) Each Lender's obligation to make CB Floating Rate Advances or L/C Advances to reimburse the L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.19(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any set-off, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, the Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing. Any such reimbursement shall not relieve or otherwise impair the obligation of the Borrower to reimburse the L/C Issuer for the amount of any payment made by the L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Lender fails to make available to the Agent for the account of the L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.19(c) by the time specified in Section 2.19(c)(ii), the L/C Issuer shall be entitled to recover from such Lender, on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the L/C Issuer at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect. A certificate of the L/C Issuer submitted to any Lender (through the Agent) with respect to any amounts owing under this clause (vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after the L/C Issuer has made a payment under any Letter of Credit and has received from any Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.19(c), if the Agent receives for the account of the L/C Issuer any payment related to such Letter of Credit (whether directly from the Borrower or otherwise), or any payment of interest thereon, the Agent will distribute to such Lender its Pro Rata Share thereof in the same funds as those received by the Agent.

(ii) If any payment received by the Agent for the account of the L/C Issuer pursuant to Section 2.19(c)(i) is required to be returned, each Lender shall pay to the Agent for the account of the L/C Issuer its Pro Rata Share thereof on demand of the Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the Federal Funds Effective Rate from time to time in effect.

(e) Obligations Absolute. The obligation of the Borrower to reimburse the L/C Issuer for each drawing under each Letter of Credit, and to repay each L/C Borrowing and each drawing under a Letter of Credit that is refinanced by a CB Floating Rate Advance, shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following, subject, however, to the obligations of the L/C Issuer under Section 2.19(f):

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other agreement or instrument relating thereto;

(ii) the existence of any claim, counterclaim, set-off, defense or other right that the Borrower may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

(v) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrower.

The Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the Borrower's instructions or other irregularity, the Borrower will promptly notify the L/C Issuer. The Borrower shall be conclusively deemed to have waived any such claim against the L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of the L/C Issuer. Each Lender and the Borrower agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. No Agent-Related Person nor any of the respective correspondents, participants or assignees of the L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Letter of Credit Application. The Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude the Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. No Agent-Related Person, nor any of the respective correspondents, participants or assignees of the L/C Issuer, shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.19(e); provided, however, that anything in such clauses to the contrary notwithstanding, the Borrower may have a claim against the L/C Issuer, and the L/C Issuer may be liable to the Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by the Borrower which a court of competent jurisdiction determines in a final and non-appealable judgment were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) Letter of Credit Fees. The Borrower shall pay to the Agent for the account of each Lender in accordance with its Pro Rata Share a Letter of Credit fee for each Letter of Credit equal to the Applicable Margin then in effect with respect to Eurodollar Advances (on the basis of 365 or 366 day year, as applicable) times the actual daily maximum amount available to be drawn under each such Letter of Credit (the "Letter of Credit Fees"). Such fee for each Letter of Credit shall be due and payable quarterly in arrears on each Payment Date, commencing with the first such date to occur after the issuance of such Letter of Credit. If there is any change in the Applicable Margin with respect to Eurodollar Advances during any fiscal quarter, the actual daily amount of each Letter of Credit shall be computed and multiplied by the Applicable Margin in effect with respect to Eurodollar Advances separately for each period during such quarter that such Applicable Margin was in effect.

(h) Fees and Documentary and Processing Charges Payable to L/C Issuer. The Borrower shall pay directly to the L/C Issuer for its own account individual customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to Letters of Credit as from time to time in effect. The amount of such fees shall be negotiated and established from time to time between the Borrower and the L/C Issuer. Such fees and charges are due and payable on demand, are nonrefundable, and are not shared with the other Lenders. In addition to the Letter of Credit Fees payable pursuant to 2.19(g) hereof, the Borrower shall pay to the L/C Issuer for its own account without sharing by the other Lenders the reasonable and customary charges from time to time of the L/C Issuer with respect to the amendment, transfer, administration, cancellation and conversion of, and drawings under, such Letters of Credit (collectively, the "L/C Issuer Fees"). The L/C Issuer may charge, and retain for its own account without sharing by the other Lenders, an additional facing fee (the "Letter of Credit Facing Fee") of 0.25% per annum on the average daily maximum amount available to be drawn under each such Letter of Credit issued by it. The L/C Issuer Fees and the Letter of Credit Facing Fee shall be payable quarterly in arrears on each Payment Date.

(i) Conflict with Letter of Credit Application. In the event of any conflict between the terms hereof and the terms of any Letter of Credit Application, the terms hereof shall control.

(j) Letters of Credit Not Paid On Or Before Facility Termination Date. If any Letter of Credit is not paid or terminated on or prior to the Facility Termination Date, such L/C Obligation shall be Cash Collateralized, secured by a letter of credit issued by an institution acceptable to the L/C Issuer or otherwise backstopped (including by "grandfathering" into future credit agreements) in a manner acceptable to the L/C Issuer.

(k) Modification, Extension. The issuance of any supplement, modification, amendment, renewal, or extension that has the effect of increasing the face amount of any Letter of Credit shall, for purposes hereof, be treated in all respects the same as the issuance of a new Letter of Credit hereunder.

(l) ISP98 and UCP. Unless otherwise expressly agreed by the L/C Issuer and the Borrower, when a Letter of Credit is issued, (i) the rules of the "International Standby Practices 1998," published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance) shall apply to each standby Letter of Credit, and (ii) the rules of The Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce at the time of issuance, shall apply to each documentary Letter of Credit.

2.20 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender (i) requests compensation under Section 3.1, (ii) requires the Borrower to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.5, or (iii) is unable to make or maintain Adjusted LIBO Rate Loans due to any circumstance described in Section 3.7, then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (a) would eliminate or reduce amounts payable pursuant to Section 3.1 or Section 3.5, as the case may be, in the future and (b) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. Notwithstanding anything contained in this Agreement to the contrary, (i) if any Lender requests compensation under Section 3.1, (ii) the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any such Lender pursuant to Section 3.5 and, in each case of the foregoing clauses (i) and (ii), such Lender has declined or is unable to designate a different lending office in accordance with Section 2.20(a), (iii) any Lender is unable to make or maintain Adjusted LIBO Rate Loans due to any of the circumstances described in Section 3.7, (iv) any Lender is a Defaulting Lender or (v) any Lender fails to consent to any proposed amendment, modification, termination, waiver or consent with respect to any provision hereof or of any other Loan Document that requires the consent of each Lender directly and adversely effected thereby or all Lenders in accordance with the terms of Section 8.2, so long as the consent of the Required Lenders shall have been obtained with respect thereto, then, in each case, the Borrower may, at its sole expense and effort, upon notice to such Lender and the Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Article XII), all of its interests, rights (other than its existing rights to payments pursuant to Section 3.1 or Section 3.5) and obligations under this Agreement and the related Loan Documents to an assignee permitted by Article XII that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(i) the Borrower shall have paid to the Agent the assignment fee (if any) specified in Article XII;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in Letters of Credit, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.4) 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);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 3.1 or payments required to be made pursuant to Section 3.5, such assignment will result in a reduction in such compensation or payments thereafter; and

(iv) such assignment does not conflict with applicable law.

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

2.21 Cash Collateral.

(a) Cash Collateral. To the extent required by Section 2.22(a)(v), at any time that there shall exist a Defaulting Lender, within one (1) Business Day following the written request of the Agent or the L/C Issuer (with a copy to the Agent), the Borrower shall Cash Collateralize all Fronting Exposure of the L/C Issuer with respect to such Defaulting Lender (determined after giving effect to Section 2.22(b) and any Cash Collateral provided by the Defaulting Lender).

(b) Grant of Security Interest. The Borrower, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to the Agent, for the benefit of the Agent, the L/C Issuer and the Lenders, and agrees to maintain, a first priority security interest in all such Cash Collateral as security for the Defaulting Lenders' obligations to which such Cash Collateral may be applied pursuant to clause (c) below. If at any time the Agent or L/C Issuer determines that Cash Collateral is subject to any right or claim of any Person other than the Agent as herein provided, or that the total amount of such Cash Collateral is less than the applicable Fronting Exposure, the Borrower will, promptly upon demand by the Agent or L/C Issuer pay or provide to the Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency (after giving effect to any Cash Collateral provided by the Defaulting Lender).

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section or Section 2.22 in respect of Letters of Credit, shall be held and applied to the satisfaction of the specific L/C Obligations, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may be provided for herein.

(d) Termination of Requirement. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or other obligations shall no longer be required to be held as Cash Collateral pursuant to this Section 2.21 following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender), or (ii) the determination by the Agent and each L/C Issuer that there exists excess Cash Collateral; provided that, subject to Section 2.22, the Person providing Cash Collateral and each L/C Issuer may agree that Cash Collateral shall be held to support future anticipated Fronting Exposure or other obligations.

2.22 Defaulting Lenders.

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

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders and Section 8.2.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VII, Section 8.1 or otherwise) or received by the Agent from a Defaulting Lender pursuant to Article XI shall be applied at

such time or times as may be determined by the Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any L/C Issuer hereunder; *third*, to Cash Collateralize the L/C Issuer's Fronting Exposure in accordance with Section 2.21; *fourth*, as the Borrower may request (so long as no Default or Unmatured Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Agent; *fifth*, if so determined by the Agent and the Borrower, to be held in a non-interest bearing deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the L/C Issuer's future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement in accordance with Section 2.21; *sixth*, to the payment of any amounts owing to the Lenders or the L/C Issuer as a result of any judgment of a court of competent jurisdiction obtained by any Lender or the L/C Issuer against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Unmatured Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (A) such payment is a payment of the principal amount of any Loans or L/C Obligations in respect of which such Defaulting Lender has not fully funded its appropriate share and (B) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.3 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations are held by the Lenders pro rata in accordance with the Commitments under the applicable facility without giving effect to Section 2.22(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.22(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

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

(B) Letter of Credit Fees. Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Pro Rata Share of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 2.21.

(C) Reallocation of Fees. With respect to any Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to each L/C Issuer, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such L/C Issuer's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in L/C Obligations shall be automatically reallocated among the Non-Defaulting Lenders (effective on the date that such Lender became a Defaulting Lender) in accordance with their respective Pro Rata Shares (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that such reallocation does not cause the aggregate Committed Funded Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Commitment. Subject to Section 9.13, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral. If the reallocation described in clause (iv) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under law, Cash Collateralize the L/C Issuer's Fronting Exposure in accordance with the procedures set forth in Section 2.21.

(b) Defaulting Lender Cure. If the Borrower, the Agent and the L/C Issuer agree in writing that a Lender is no longer a Defaulting Lender, the Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit to be held on a pro rata basis by the Lenders in accordance with their Pro Rata Shares (without giving effect to Section 2.22(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

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

2.23 Pro Rata Treatment and Payments.

(a) Allocation of Payments Prior to Exercise of Remedies. Each borrowing of Loans and any reduction of the Commitments shall be made pro rata according to the respective Pro Rata Share of the Lenders. Unless otherwise required by the terms of this Agreement, each payment under this Agreement shall be applied, first, to any fees then due and owing by the Borrower pursuant to Section 2.5 or 2.19, second, to interest then due and owing hereunder of the Borrower

and, third, to principal then due and owing hereunder and under this Agreement of the Borrower. Each payment on account of any fees pursuant to Section 2.5 or 2.19 shall be made pro rata in accordance with the respective amounts due and owing (except as to the Letter of Credit Facing Fees and the L/C Issuer Fees which shall be paid to the L/C Issuer). Each optional repayment and prepayment by the Borrower on account of principal of and interest on the Loans shall be applied to such Loans, on a pro rata basis and, to the extent applicable, in accordance with the terms of Section 2.7 hereof.

(b) Allocation of Payments After Exercise of Remedies. Notwithstanding any other provisions of this Agreement to the contrary, after the exercise of remedies (other than the application of default interest pursuant to Section 2.11) by the Agent or the Lenders pursuant to Article VIII (or after the Commitments shall automatically terminate and the Loans (with accrued interest thereon) and all other amounts under the Loan Documents (including, without limitation, the maximum amount of all contingent liabilities under Letters of Credit) shall automatically become due and payable in accordance with the terms of such Article), all amounts collected or received by the Agent or any Lender on account of the Obligations or any other amounts outstanding under any of the Loan Documents shall be paid over or delivered as follows (irrespective of whether the following costs, expenses, fees, interest, premiums, scheduled periodic payments or Obligations are allowed, permitted or recognized as a claim in any proceeding resulting from the occurrence of a Bankruptcy Event):

FIRST, to the payment of all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees, but subject to the limitations set forth in Section 9.6 with respect to any such attorneys' fees) of the Agent in connection with enforcing the rights of the Lenders under the Loan Documents;

SECOND, to the payment of any fees owed to the Agent and the L/C Issuer;

THIRD, to the payment of all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees, but subject to the limitations set forth in Section 9.6 with respect to any such attorneys' fees) of each of the Lenders in connection with enforcing its rights under the Loan Documents or otherwise with respect to the Obligations owing to such Lender;

FOURTH, to the payment of all of the Obligations consisting of accrued fees and interest, and including, with respect to any Banking Services, any fees, premiums and scheduled periodic payments due under such Banking Services and any interest accrued thereon;

FIFTH, to the payment of the outstanding principal amount of the Obligations and the payment or Cash Collateralization of the outstanding L/C Obligations, and including with respect to any Banking Services, any breakage, termination or other payments due under such Banking Services and any interest accrued thereon;

SIXTH, to all other Obligations and other obligations which shall have become due and payable under the Loan Documents or otherwise and not repaid pursuant to clauses "FIRST" through "FIFTH" above; and

SEVENTH, to the payment of the surplus, if any, to whoever may be lawfully entitled to receive such surplus.

In carrying out the foregoing, (a) amounts received shall be applied in the numerical order provided until exhausted prior to application to the next succeeding category; (b) each of the Lenders and any provider of Banking Services shall receive an amount equal to its pro rata share (based on the proportion that the then outstanding Loans and L/C Obligations held by such Lender or the outstanding obligations payable to such provider of Banking Services bears to the aggregate then outstanding Loans and L/C Obligations and obligations payable under all Banking Services) of amounts available to be applied pursuant to clauses "THIRD", "FOURTH", "FIFTH" and "SIXTH" above; and (c) to the extent that any amounts available for distribution pursuant to clause "FIFTH" above are attributable to the issued but undrawn amount of outstanding Letters of Credit, such amounts shall be held by the Agent in a Cash Collateral account and applied (i) first, to reimburse the L/C Issuer from time to time for any drawings under such Letters of Credit and (ii) then, following the expiration of all Letters of Credit, to all other obligations of the types described in clauses "FIFTH" and "SIXTH" above in the manner provided in this Section. Notwithstanding the foregoing terms of this Section, only payments under the Loan Guaranty (as opposed to ordinary course principal, interest and fee payments hereunder) shall be applied to obligations under any Banking Services.

2.24 Incremental Facility.

(a) General Terms. Subject to the terms and conditions set forth herein, the Borrower shall have the right, at any time and from time to time until the date that is six months prior to the Maturity Date, to increase the Aggregate Commitment (each such increase, a "Revolving Facility Increase") by an aggregate principal amount for all such Revolving Facility Increases that shall not exceed $~~100,000,000~~200,000,000 (the "Incremental Increase Amount").

(b) Terms and Conditions. The following terms and conditions shall apply to any Revolving Facility Increase: (A) no Unmatured Default or Default shall exist immediately prior to or after giving effect to such Revolving Facility Increase, (B) any loans made pursuant to a Revolving Facility Increase shall constitute Obligations and will be guaranteed with the other Obligations on a pari passu basis, (C) any Lenders providing such Revolving Facility Increase shall be entitled to the same voting rights as the existing Lenders and shall be entitled to receive proceeds of prepayments on the same terms as the existing Lenders, (D) any such Revolving Facility Increase shall be in a minimum principal amount of $10,000,000 and integral multiples of $5,000,000 in excess thereof (or the remaining amount of the Incremental Increase Amount, if less), (E) the proceeds of any such Revolving Facility Increase will be used for general corporate purposes (including acquisition financing), (F) the Borrower shall execute a Note in favor of any new Lender or any existing Lender whose Commitment is increased pursuant to this Section, in each case, if requested by such Lender, (G) the conditions to Advances in Section 4.3 shall have been satisfied, (H) the Agent shall have received (1) upon request of the Agent, an opinion or opinions (including, if reasonably requested by the Agent, an in-house opinion or local counsel opinion with respect to certain Domestic Subsidiaries to be agreed upon) of counsel for the Loan Parties, addressed to the Agent and the Lenders, in form and substance reasonably acceptable to the Agent and substantially similar to the opinion delivered to the Agent on the Closing Date, (2) any authorizing corporate documents as the Agent may reasonably request and (3) if applicable, a duly executed Borrowing Notice and (I) the Agent shall have received from the Borrower updated financial projections and an officer's certificate, in each case in form and substance reasonably satisfactory to the Agent, demonstrating that, after giving effect to any such Revolving Facility Increase on a pro forma basis, the Borrower will be in compliance with the financial covenants set forth in Section 6.19.

(c) Terms. The terms, including, without limitation, the Applicable Margin, and any other components of yield applicable to the Revolving Facility Increase will be the same as those applicable to existing Loans and Commitments under this Agreement.

(d) Revolving Facility Increase. In connection with the closing of any Revolving Facility Increase, the outstanding Loans and participations in Letters of Credit shall be reallocated by causing such fundings and repayments among the Lenders of Loans as necessary such that, after giving effect to such Revolving Facility Increase, each Lender will hold Loans and participations in Letters of Credit based on its Commitment (after giving effect to such Revolving Facility Increase); provided that (i) such reallocations and repayments shall not be subject to any processing and/or recordation fees and (ii) the Borrower shall be responsible for any costs arising under Section 3.7 resulting from such reallocation and repayments.

(e) Participation. Participation in any such Revolving Facility Increase may be offered to each of the existing Lenders, but no Lender shall have any obligation to provide all or any portion of any such Revolving Facility Increase. The Borrower may invite other banks, financial institutions and investment funds reasonably acceptable to the Agent (such consent not to be unreasonably withheld or delayed) to join this Agreement as Lenders hereunder for any portion of such Revolving Facility Increase; provided that such other banks, financial institutions and investment funds shall enter into such lender joinder agreements to give effect thereto as the Agent may reasonably request.

(f) Amendments. The Agent is authorized to enter into, on behalf of the Lenders, any amendment to this Agreement or any other Loan Document as may be necessary to incorporate the terms of any such Revolving Facility Increase.

ARTICLE III.

YIELD PROTECTION; TAXES

3.1 Yield Protection. If, on or after the Effective Date, any Change in Law:

(a) subjects any Lender or any applicable Lending Installation to any Taxes, or changes the basis of taxation of payments (other than with respect to Excluded Taxes) to any Lender in respect of its Eurodollar Advances, or

(b) imposes or increases or deems applicable any reserve, assessment, insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any applicable Lending Installation (other than reserves and assessments taken into account in determining the interest rate applicable to Eurodollar Advances), or

(c) imposes any other condition the result of which is to increase the cost to any Lender or any applicable Lending Installation of making, funding or maintaining its Eurodollar Advances or reduces any amount receivable by any Lender or any applicable Lending Installation in connection with its Eurodollar Advances, or requires any Lender or any applicable Lending Installation to make any payment calculated by reference to the amount of Eurodollar Advances held or interest received by it, by an amount deemed material by such Lender,

and the result of any of the foregoing (a) – (c) is to increase the cost to such Lender or applicable Lending Installation of making or maintaining its Eurodollar Advances or Commitment or to reduce the return received by such Lender or applicable Lending Installation in connection with such Eurodollar Advances or Commitment, then, promptly following written demand by such Lender, the Borrower shall pay such Lender such additional amount or amounts as will compensate such Lender for such increased cost or reduction in amount received. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered, as the case may be, to the extent that such Lender fails to make a demand for such compensation within six (6) months after becoming aware of such Change in Law giving arise to such increased costs or reductions; provided, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six (6) month period referred to above shall be extended to include the period of retroactive effect thereof.

3.2 Changes in Capital Adequacy Regulations. If a Lender determines the amount of capital or liquidity required or expected to be maintained by such Lender, any Lending Installation of such Lender or any corporation controlling such Lender is increased as a result of a Change in Law, then, promptly following written demand by such Lender, the Borrower shall pay such Lender the amount necessary to compensate for any shortfall in the rate of return on the portion of such increased capital or liquidity which such Lender determines is attributable to this Agreement, its Loans or its Commitment to make Loans hereunder (after taking into account such Lender's policies as to capital adequacy). Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered, as the case may be, to the extent that such Lender fails to make a demand for such compensation within six (6) months after becoming aware of such Change in Law giving arise to such increased costs or reductions; provided, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six (6) month period referred to above shall be extended to include the period of retroactive effect thereof.

3.3 [Reserved]

3.4 Funding Indemnification. If any payment of a Eurodollar Advance occurs on a date which is not the last day of the applicable Interest Period, whether because of acceleration, prepayment or otherwise, or a Eurodollar Advance is not made on the date specified by the Borrower for any reason other than default by the Lenders, the Borrower will indemnify each Lender for any actual loss or cost incurred by it resulting therefrom (other than lost profits), including, without limitation, any loss or cost in liquidating or employing deposits acquired to fund or maintain such Eurodollar Advance upon written demand by such Lender (such demand shall set forth in reasonable detail the basis for requesting indemnification for such costs).

3.5 Taxes.

(a) Withholding Taxes; Gross-Up; Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 3.5), the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(b) Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Agent timely reimburse it for, Other Taxes.

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by the Borrower to a Governmental Authority pursuant to this Section 3.5, the Borrower shall deliver to the Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment, or other evidence of such payment reasonably satisfactory to the Agent.

(d) Indemnification by the Borrower. The Borrower shall indemnify each Recipient, promptly (but in no event later than thirty (30) days) following written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Agent), or by the Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

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

(f) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Agent, at the time or times reasonably requested by the Borrower or the Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Agent as will enable the Borrower or the Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 3.5(f)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

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

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

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

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

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

(c) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate, in a form reasonably satisfactory to the Borrower and the Agent, to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code and (y) executed originals of IRS Form W-8BEN; or

(d) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable;

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

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

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

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 3.5 (including by the payment of additional amounts pursuant to this Section 3.5), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 3.5 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (g) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything herein to the contrary in this paragraph (g), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (g), the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) Survival. Each party's obligations under this Section 3.5 shall survive the resignation or replacement of the Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

3.6 Changed Circumstances.

(a) Circumstances Affecting ~~LIBO~~LIBOR Rate Availability. Subject to clause (~~b~~c) below, in connection with any request for a ~~LIBO Rate Loan~~Eurodollar Advance or a conversion to or continuation thereof or otherwise, if for any reason (i) the Agent shall determine (which determination shall be conclusive and binding absent manifest error) ~~quotations of interest rates for the relevant~~that Dollar deposits are not being ~~provided in the relevant amounts or for the relevant maturities for purposes of determining the interest rate on a Eurodollar Advance as provided in this Agreement~~offered to banks in the London interbank eurodollar market for the applicable amount and Interest Period of such Loan, (ii) the Agent shall determine (which determination shall be conclusive and binding absent manifest error) that reasonable and adequate means do not exist for the ascertaining the LIBO Rate for such Interest Period with respect to a proposed ~~LIBO Rate Loan~~Eurodollar Advance or (iii) the Required Lenders shall determine (which determination shall be conclusive and binding absent manifest error) that the LIBO Rate does not adequately and fairly reflect the cost to such Lenders of making or maintaining such Loans during such Interest Period, then, in each case, the Agent shall promptly give notice thereof to the Borrower~~, whereupon (i)~~. Thereafter, until the Agent notifies the Borrower that such circumstances no longer exist, the obligation of the Lenders to make Eurodollar Advances and the right of the Borrower to convert any Loan to or continue any Loan as a Eurodollar Advance shall be suspended ~~until the Agent notifies the Borrower that the circumstances giving rise to the suspension no longer exist~~, and ~~(ii)~~ the Borrower shall either (A) repay in full (or cause to be repaid in full) the then outstanding principal amount of each such Eurodollar ~~Rate~~ Advance~~,~~ together with accrued interest thereon (subject to Section 15.4), on the last day of the then current Interest Period applicable to ~~the~~such Eurodollar Advance~~, provided, however, that, subject to the terms and conditions of this Agreement and the other Loan Documents, the Borrower shall be entitled to simultaneously replace the entire outstanding balance of any~~; or (B) convert the then outstanding principal amount of each such Eurodollar Advance ~~repaid in accordance with this section with an Advance bearing interest at the CB Floating Rate plus the Applicable Margin for CB Floating Rate Advances in the same amount. If the Agent determines on any day that quotations of interest rates for the relevant deposits referred to in the definition of Adjusted One Month Eurodollar Rate are not being provided for purposes of determining the interest rate on any~~to a CB Floating Rate Advance ~~on any day, then each CB Floating Rate Advance shall bear interest at the Prime Rate plus the Applicable Margin for CB Floating Rate Advances until the Agent determines that quotations of interest rates for the relevant deposits referred to in the definition of Adjusted One Month Eurodollar Rate are being provided.~~as of the last day of such Interest Period.

(b) Laws Affecting LIBOR Rate Availability. If, after the date hereof, the introduction of, or any change in, any Applicable Law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any of the Lenders (or any of their respective lending offices) with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for any of the Lenders (or any of their respective lending offices) to honor its obligations hereunder to make or maintain any Eurodollar Advance, such Lender shall promptly give notice thereof to the Agent and the Agent shall promptly give notice to the Borrower and the other Lenders. Thereafter, until the Agent notifies the Borrower that such circumstances no longer exist, (i) the obligations of the Lenders to make Eurodollar Advances, and the right of the Borrower to convert any Loan to a Eurodollar Advance or continue any Loan as a Eurodollar Advance shall be suspended and thereafter the Borrower may select only CB Floating Rate Advances and (ii) if any of the affected Lenders may not lawfully continue to maintain the affected Eurodollar Advance to the end of the then current Interest Period applicable thereto, the applicable Loan shall immediately be converted to a CB Floating Rate Advance for the remainder of such Interest Period.

(c) ~~(b) Effect of~~ Benchmark ~~Transition Event~~Replacement Setting.

(i) (A) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document~~, upon the occurrence of~~ (and any hedge agreement shall be deemed not to be a "Loan Document" for purposes of this Section 3.6(c)) if a Benchmark Transition Event, or an Early Opt-in Election, as applicable, ~~the Agent and the Borrower may amend this Agreement to replace LIBO Rate with~~ and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement~~. Any such amendment with respect to a Benchmark Transition Event will become effective at~~ is determined in accordance with clause (a)(1) or (a)(2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (a)(3) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. on the fifth (5th) Business Day after the ~~Agent has posted such proposed~~date notice of such Benchmark Replacement is provided to the affected Lenders without any amendment to~~ all Lenders and the Borrower~~, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Agent has not received, by such time, written notice of objection to such ~~amendment~~Benchmark Replacement from Lenders comprising the Required Lenders. ~~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 Agent written notice that such Required Lenders accept such amendment. No replacement of the LIBO Rate with a~~ If an Unadjusted Benchmark Replacement ~~pursuant to this Section 3.6(b) will occur prior to the applicable Benchmark Transition Start Date~~is Daily Simple SOFR, all interest payments will be payable on a quarterly basis.

(B) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Term SOFR Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; provided that this clause (B) shall not be effective unless the Agent has delivered to the Lenders and the Borrower a Term SOFR Notice. For the avoidance of doubt, the Agent shall not be required to deliver a Term SOFR Notice after a Term SOFR Transition Event and may elect or not elect to do so in its sole discretion.

(ii) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the 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 or any other Loan Document.

(iii) Notices; Standards for Decisions and Determinations. The Agent will promptly notify the Borrower and the Lenders of (A) any occurrence of a Benchmark Transition Event, a Term SOFR Transition Event, or an Early Opt-in Election, as applicable, and its related Benchmark Replacement Date~~ and Benchmark Transition Start Date~~, (B) the implementation of any Benchmark Replacement, (C) the effectiveness of any Benchmark Replacement Conforming Changes~~ and~~, (D) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 3.6(c)(iv) below and (E) the commencement or conclusion of any Benchmark Unavailability Period. Any determination,

decision or election that may be made by the Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 3.6(~~b~~c), 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 or any selection, 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~~to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 3.6(~~b~~c) .

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including Term SOFR or USD LIBOR) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Agent in its reasonable discretion or (2) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) ~~(iv)~~ Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (A) the Borrower may revoke any pending request for a ~~LIBO Rate Loan~~borrowing of, conversion to or continuation of ~~LIBO Rate Loans~~Eurodollar Advances to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to CB Floating Rate ~~Advance~~Advances and (B) any outstanding affected Eurodollar Advances will be deemed to have been converted to CB Floating Rate Advances at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the CB Floating Rate based upon ~~LIBO Rate~~the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the CB Floating Rate.

(vi) London Interbank Offered Rate Benchmark Transition Event. On March 5, 2021, the IBA, the administrator of the London interbank offered rate, and the FCA, the regulatory supervisor of the IBA, made the Announcements that the final publication or representativeness date for Dollars for (I) 1-week and 2-month London interbank offered rate tenor settings will be December 31, 2021 and (II) overnight, 1-month, 3-month, 6-month and 12-month London interbank offered rate tenor settings will be June 30, 2023. No successor administrator for the IBA was identified in such Announcements. The parties hereto agree and acknowledge that the Announcements resulted in the occurrence of a Benchmark Transition Event with respect to the London interbank offered rate pursuant to the terms of this Agreement and that any obligation of the Agent to notify any parties of such Benchmark Transition Event pursuant to clause (iii) of this Section 3.6(c) shall be deemed satisfied.

3.7 Illegality.

Notwithstanding any other provision of this Agreement, if any Change in Law shall make it unlawful for such Lender or its lending office to make or maintain Adjusted LIBO Rate Loans as contemplated by this Agreement or to obtain in the interbank eurodollar market through its LIBOR Lending Office the funds with which to make such Loans, (a) such Lender shall promptly notify the Agent and the Borrower thereof, (b) the commitment of such Lender hereunder to make Adjusted LIBO Rate Loans or continue Adjusted LIBO Rate Loans as such shall forthwith be suspended until the Agent shall give notice that the condition or situation which gave rise to the suspension shall no longer exist, and (c) such Lender's Loans then outstanding as Adjusted LIBO Rate Loans, if any, shall be converted on the last day of the Interest Period for such Loans or within such earlier period as required by law as a CB Floating Rate Advance. The Borrower hereby agrees to promptly pay any Lender, upon its written demand, any additional amounts necessary to compensate such Lender for actual and direct costs (but not including anticipated profits) reasonably incurred by such Lender in making any repayment in accordance with this Section including, but not limited to, any interest or fees payable by such Lender to lenders of funds obtained by it in order to make or maintain its Adjusted LIBO Rate Loans hereunder. A certificate (which certificate shall include a reasonably detailed description of the basis for the computation) as to any additional amounts payable pursuant to this Section submitted by such Lender, through the Agent, to the Borrower shall be conclusive in the absence of manifest error. Each Lender agrees to use reasonable efforts (including reasonable efforts to change its LIBOR Lending Office) to avoid or minimize any amounts which may otherwise be payable pursuant to this Section; provided that such efforts (i) shall eliminate or reduce amounts payable pursuant to this Section and (ii) would not cause the imposition on such Lender of any additional costs, expenses or regulatory burdens and would not otherwise be disadvantageous to such Lender.

ARTICLE IV.

CONDITIONS PRECEDENT

4.1 Effective Date. This Agreement shall become effective upon satisfaction of the following conditions precedent:

(a) Loan Documents executed by the Borrower and its Subsidiaries (to the extent constituting Subsidiaries on the Effective Date) to the extent required under Section 6.20, including any Notes executed by the Borrower if requested by a Lender pursuant to Section 2.13 payable to each such requesting Lender.

(b) Such other documents as any Lender or its counsel may have reasonably requested.

4.2 Initial Advance. The Lenders shall not be required to make the initial Advance hereunder unless, and the Closing Date shall occur when, the Borrower has furnished to the Agent:

(a) A joinder agreement executed by Cash America and its Domestic Subsidiaries to the extent required under Section 6.20, together with an updated Schedule 1 reflecting the addition of such Subsidiary.

(b) Copies of the articles or certificate of incorporation of each Loan Party, together with all amendments, and a certificate of good standing, each certified by the appropriate governmental officer in such Loan Party's jurisdiction of incorporation.

(c) For each Loan Party, copies of its by-laws and of its Board of Directors' resolutions and of resolutions or actions of any other body authorizing the execution of the Loan Documents to which such Loan Party is a party.

(d) An incumbency certificate, executed by the Secretary or Assistant Secretary of each Loan Party, which shall identify by name and title and bear the signatures of the Authorized Officers and any other officers of such Loan Party authorized to sign the Loan Documents to which such Loan Party is a party, upon which certificate the Agent and the Lenders shall be entitled to rely until informed of any change in writing by such Loan Party.

(e) If applicable and requested by the Agent, (a) written money transfer instructions and (b) an account designation letter in substantially the form of Exhibit D, in each case, addressed to the Agent and signed by an Authorized Officer.

(f) Original certificates of good standing, existence or its equivalent with respect to each Loan Party certified as of a recent date by the appropriate Governmental Authorities of the state of incorporation or organization and each other state in which the failure to so qualify and be in good standing could reasonably be expected to have a Material Adverse Effect.

(g) An opinion or opinions (including, if requested by the Agent, opinions of in-house counsel) of counsel for the Loan Parties which are included in the Aggregate Revenue Threshold, dated the date hereof and addressed to the Agent and the Lenders, in form and substance reasonably acceptable to the Agent (which shall include, without limitation, opinions with respect to the due organization and valid existence of each such Loan Party and opinions as to the non-contravention of such Loan Parties' organizational documents).

(h) A certificate, in form and substance reasonably satisfactory to the Agent, executed by an Authorized Officer of the Borrower as of the Closing Date stating that the Merger has been consummated in accordance with the Merger Agreement as in effect on April 28, 2016, without (i) any waiver of any condition set forth in the Merger Agreement, and (ii) the occurrence of any event, circumstance, default or breach of a representation that affords the Borrower or its affiliates the ability to terminate the Merger Agreement or their respective obligations thereunder pursuant to the Merger Agreement, in each case to the extent any such waiver or the occurrence of any such event, circumstance, default or breach of a representation is materially adverse to the interests of the Lenders. The Agent shall have received a copy, certified by an officer of the Borrower as true and correct, of the Merger Agreement and all other material documentation with respect to the Merger as originally executed and delivered, together with all exhibits and schedules thereto.

(i) A Borrowing Notice with respect to the Loans to be made on the Closing Date.

(j) Evidence that all of the existing Indebtedness for borrowed money of the Borrower and its Subsidiaries (including Cash America) (other than Indebtedness permitted hereunder) shall be repaid in full and all security interests related thereto shall be terminated on or prior to the Closing Date.

(k) Evidence that since December 31, 2015, there shall have been no material adverse effect on the business, assets, financial condition or results of operations of (i) the Borrower and its Subsidiaries, taken as a whole, or (ii) Cash America and its Subsidiaries, taken as a whole.

(l) Evidence that all governmental and third party consents required in connection with the Transactions have been obtained (without material qualification or condition) and are in full force and effect as of the Closing Date.

(m) Copies of the financial statements referred to in Section 5.4.

(n) A certificate, in form and substance reasonably satisfactory to the Agent, executed by an Authorized Officer of the Borrower as of the Closing Date stating that, after giving effect to the consummation of the Merger, the Borrower is in pro forma compliance with each of the financial covenants set forth in Section 6.19 (as evidenced through detailed calculations of such financial covenants on a schedule to such certificate) for the twelve-month period ended as of the most recent month end prior to the Closing Date for which financial statements are available.

(o) At least five (5) days prior to the Closing Date, documentation and other information requested by the Agent in order to comply with requirements of the PATRIOT Act, applicable "know your customer" and anti-money laundering rules and regulations.

(p) The Agent and the Lenders shall have received all fees and expenses, if any, owing pursuant to this Agreement and the other Loan Documents.

4.3 Each Advance. The Lenders shall not be required to make any Advance unless on the applicable Borrowing Date:

(a) There exists no Default or Unmatured Default.

(b) At the time of and immediately after giving effect to such Advance, the representations and warranties contained in Article V shall (i) with respect to representations and warranties that contain a materiality qualification, be true and correct and (ii) with respect to representations and warranties that do not contain a materiality qualification, be true and correct in all material respects, in each case on and as of the date of such Advance as if made on and as of such date except for any representation or warranty made as of an earlier date, which representation and warranty shall remain true and correct in all material respects as of such earlier date.

(c) Immediately after giving effect to the making of any Advance or extension of credit (and the application of the proceeds thereof), (i) the sum of the aggregate principal amount of outstanding Loans plus outstanding L/C Obligations shall not exceed the Aggregate Commitment then in effect and (ii) the outstanding L/C Obligations shall not exceed the Letter of Credit Sublimit.

(d) If the issuance of a Letter of Credit is requested, (i) all conditions set forth in Section 2.19 shall have been satisfied and (ii) there shall exist no Lender that is a Defaulting Lender unless the L/C Issuer has entered into satisfactory arrangements with the Borrower or such Defaulting Lender to eliminate the L/C Issuer's risk with respect to such Defaulting Lender's L/C Obligations.

Each Borrowing Notice with respect to each such Advance shall constitute a representation and warranty by the Borrower that the conditions contained in Sections 4.3(a) and (b) have been satisfied.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES

Commencing on the Closing Date (except for the representations and warranties contained in Sections 5.1, 5.2 and 5.3 with respect to each Loan Party that is party hereto on the Effective Date, which representations and warranties are also made on the Effective Date with respect to such Loan Parties), each Loan Party represents and warrants to the Lenders that:

5.1 Existence and Standing. Each of the ~~Borrower and its~~Loan Parties and their Subsidiaries is (i) a corporation, partnership or limited liability company duly and properly incorporated or organized, as the case may be, validly existing and (to the extent such concept applies to such entity), (ii) in good standing under the laws of its jurisdiction of incorporation or organization and (iii) has all requisite authority to conduct its business in each jurisdiction in which its business is conducted, except, in the case of clauses (ii) (with respect to any Loan Party other than the Borrower) and (iii) above, to the extent that the failure to be in good standing or so qualified could reasonably be expected to have a Material Adverse Effect.

5.2 Authorization and Validity. Each Loan Party has the power and authority and legal right to execute and deliver the Loan Documents and to perform its obligations thereunder. The execution and delivery by each Loan Party of the Loan Documents to which it is a party and the performance of its obligations thereunder have been duly authorized by proper corporate proceedings, and the Loan Documents to which each Loan Party is a party constitute legal, valid and binding obligations of such Loan Party enforceable against such Loan Party in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights generally and general principals of equity (regardless of whether the application of such principles is considered in a proceeding at equity or at law). Each Loan Document to which it is a party has been duly executed and delivered on behalf of each Loan Party.

5.3 No Conflict; Government Consent. Neither the execution and delivery by each Loan Party of the Loan Documents to which it is a party, nor the consummation of the transactions therein contemplated, nor compliance with the provisions thereof will violate (a) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries in any material respect or (b) the ~~Borrower's~~Loan Parties' or any Subsidiary's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization, by-laws, or operating or other management agreement, as the case may be, or (c) the provisions of any indenture, instrument or agreement to which ~~the Borrower~~any Loan Party or any of its Subsidiaries is a party or is subject, or by which it, or its Property, is bound, or conflict with or constitute a default thereunder (other than such conflict or default which could not otherwise reasonably be expected to result in a Material Adverse Effect), or result in, or require, the creation or imposition of any Lien in, of or on the Property of ~~the Borrower~~a Loan Party or a Subsidiary pursuant to the terms of any such indenture, instrument or agreement. No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries, is required to be obtained by the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries in connection with the execution and delivery of the Loan Documents, the borrowings under this Agreement, the payment and performance by the Loan Parties of the Obligations or the legality, validity, binding effect or enforceability of any of the Loan Documents other than any of the foregoing which have been obtained or any of the foregoing which are immaterial to the conduct of the business of the ~~Borrower and its~~Loan Parties and their Subsidiaries, taken as a whole.

5.4 Financial Statements. (a) The audited consolidated financial statements of the Borrower and its Subsidiaries (excluding Cash America and its Subsidiaries) for the fiscal year ended December 31, 2015, together with the related consolidated statements of income or operations, equity and cash flows for the fiscal year ended on such date and (b) the unaudited consolidated financial statements of the Borrower and its Subsidiaries (excluding Cash America and its Subsidiaries) for the year-to-date period ending on the last day of the quarter that ended March 31, 2016, together with the related consolidated of income or operations, equity and cash flows for the year-to-date period ending on such date:

(A) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and

(B) fairly present in all material respects the financial condition of the Borrower and its Subsidiaries, as applicable, as of the date thereof (subject, in the case of the unaudited financial statements, to normal year-end adjustments) and results of operations for the period covered thereby.

5.5 Material Adverse Change. Since December 31, 2015, there has been no event, development or circumstance which could reasonably be expected to have a Material Adverse Effect.

5.6 Taxes. Other than as could not be expected to result in a Material Adverse Effect, the ~~Borrower and its~~Loan Parties and their Subsidiaries have filed all tax returns which are required to be filed and have paid all taxes due pursuant to said returns or pursuant to any assessment received by the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries, except such taxes, if any, (a) that are not yet delinquent or (b) as are being contested in good faith and as to which adequate reserves have been provided in accordance with GAAP.

5.7 Litigation. There is no litigation, arbitration, governmental investigation, proceeding or inquiry pending or, to the knowledge of any of their Authorized Officers, threatened against or affecting ~~the Borrower~~Loan Parties or any of ~~its~~their Subsidiaries which could reasonably be expected to have a Material Adverse Effect or which seeks to prevent, enjoin or delay the making of any Loans.

5.8 Subsidiaries. Schedule 1 contains an accurate list of all Subsidiaries of the Borrower as of the Effective Date (and, after giving effect to the update required pursuant to Section 4.2(a), as of the Closing Date), setting forth their respective jurisdictions of organization and the percentage of their respective capital stock or other ownership interests owned by the Borrower or other Subsidiaries. As of the Closing Date, all of the issued and outstanding shares of capital stock or other ownership interests of such Subsidiaries have been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and are fully paid and non-assessable.

5.9 ERISA. Each Plan complies in all material respects with all applicable requirements of law and regulations. Except as would not otherwise be expected to result in a Material Adverse Effect, no Reportable Event has occurred with respect to any Plan, neither the Borrower nor any ERISA Affiliate has withdrawn from any Plan or initiated steps to do so and no steps have been taken to reorganize or terminate any Plan. During the five-year period prior to the date on which this representation is made or deemed made, no Lien imposed under the Code or ERISA in favor of the PBGC or a Plan has arisen. Neither the Borrower nor any ERISA Affiliate is currently subject to any liability for a complete or partial withdrawal from a Multiemployer Plan that could reasonably be expected to result in a Material Adverse Effect.

5.10 Accuracy of Information. No written information (other than any projections, other forward looking statements and information of a general economic or industry specific nature), exhibit or written report furnished by the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries to the Agent or to any Lender in connection with the negotiation of, or compliance with, the Loan Documents contained any material misstatement of fact or omitted to state a material fact or any fact necessary to make the statements contained therein, taken as a whole, not materially misleading (after giving effect to all supplements and updates thereto from time to time) in light of the circumstances in which the same were made.

5.11 Regulation U. No part of the proceeds of any extension of credit hereunder will be used directly or indirectly for any purpose that violates, or that would require any Lender to make any filings in accordance with, the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System as now and from time to time hereafter in effect. The Loan Parties and their Subsidiaries (a) are not engaged, principally or as one of their important activities, in the business of extending credit for the purpose of “purchasing” or “carrying” “margin stock” within the respective meanings of each of such terms under Regulation U and (b) taken as a group do not own “margin stock” except as identified in the financial statements referred to in Section 5.4 or delivered pursuant to Section 6.1 and the aggregate value of all “margin stock” owned by the Loan Parties and their Subsidiaries taken as a group does not exceed 25% of the value of their assets.

5.12 Material Agreements. Neither ~~the Borrower~~any Loan Party nor any Subsidiary is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement to which it is a party, which default could reasonably be expected to have a Material Adverse Effect.

5.13 Compliance With Laws. The ~~Borrower and its~~Loan Parties and their Subsidiaries have complied with all applicable statutes, rules, regulations, orders and restrictions of any domestic or foreign government or any instrumentality or agency thereof having jurisdiction over the conduct of their respective businesses or the ownership of their respective Property (including, without limitation, (i) all federal and state registrations required by anti-money laundering Laws, (ii) the provisions of the Texas Pawnshop Act (Chapter 371 of the Texas Finance Code), (iii) the provisions of the Brady Act and (iv) the consumer loan provisions of the Texas Finance Code), in each case, except to the extent that the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

5.14 Ownership of Properties. Except as set forth on Schedule 4, on the Closing Date, the ~~Borrower and its~~Loan Parties and their Subsidiaries will have good title (except for such defects in title as could not reasonably be expected to result in a Material Adverse Effect), free of all Liens other than those permitted by Section 6.15, to all of the Property and assets material to the conduct of the ~~Borrower and its~~Loan Parties and their Subsidiaries, taken as a whole.

5.15 Plan Assets; Prohibited Transactions. The Borrower is not an entity deemed to hold “plan assets” (within the meaning of 29 C.F.R. 2510.3-101) of an “employee benefit plan” (as defined in Section 3(3) of ERISA) which is subject to Title I of ERISA or any plan (within the meaning of Section 4975 of the Code), and neither the execution of this Agreement nor the making of Loans hereunder gives rise to a “prohibited transaction” (within the meaning of Section 406 of ERISA or Section 4975 of the Code).

5.16 Environmental Matters. The ~~Borrower and its~~Loan Parties and their Subsidiaries are in compliance with Environmental Laws, except to the extent that the failure to comply could not reasonably be expected to have a Material Adverse Effect. Neither ~~the Borrower~~any Loan Party nor any Subsidiary has received any notice to the effect that its operations are not in material compliance with any of the requirements of applicable Environmental Laws or are the subject of any federal or state investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could reasonably be expected to have a Material Adverse Effect.

5.17 Subordinated Indebtedness. The Obligations constitute “senior indebtedness” as such term (or similar term) is defined in any documentation evidencing any Subordinated Indebtedness.

5.18 Insurance. The insurance coverage of the ~~Borrower and its~~Loan Parties and their Subsidiaries complies with the requirements set forth in Section 6.6.

5.19 Solvency. The Loan Parties, taken as a whole, are Solvent.

5.20 Compliance with FCPA.

Each of the Loan Parties and their Subsidiaries is in compliance with the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, *et seq.*, and any foreign counterpart thereto. None of the Loan Parties or their Subsidiaries has made a payment, offering, or promise to pay, or authorized the payment of, money or anything of value (a) in order to assist in obtaining or retaining business for or with, or directing business to, any foreign official, foreign political party, party official or candidate for foreign political office, (b) to a foreign official, foreign political party or party official or any candidate for foreign political office, and (c) with the intent to induce the recipient to misuse his or her official position to direct business wrongfully to such Loan Party or its Subsidiary or to any other Person, in each case, in violation of the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, *et seq.*

5.21 Investment Company Act; etc.

No Loan Party is an “investment company”, or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940.

5.22 Reserved.

5.23 USA PATRIOT ACT NOTIFICATION; OFAC.

(a) Each Lender and the Agent (for itself and not on behalf of any other party) hereby notifies the Borrower that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrower and the other Loan Parties, which information includes the name and address of the Borrower and the other Loan Parties and other information that will allow such Lender or the Agent, as applicable, to identify the Borrower and the other Loan Parties in accordance with the Patriot Act.

(b) Neither the Borrower nor any of its Subsidiaries or, to the knowledge of the Borrower, any of their respective Affiliates over which any of the foregoing exercises management control (each, a “Controlled Affiliate”) is a Prohibited Person, and the ~~Borrower, its~~Loan Parties, their Subsidiaries and, to the knowledge of the Borrower, such Controlled Affiliates are in compliance with all applicable orders, rules and regulations of OFAC.

(c) Neither the ~~Borrower~~Loan Parties nor any of ~~its~~their Subsidiaries or, to the knowledge of the Borrower, any of their respective Affiliates: (i) is targeted by United States or multilateral economic or trade sanctions currently in force; (ii) is owned or controlled by, or acts on behalf of, any Person that is targeted by United States or multilateral economic or trade sanctions currently in force; (iii) is a Prohibited Person; or (iv) is named, identified or described on any list of Persons with whom United States Persons may not conduct business, including any such blocked persons list, designated nationals list, denied persons list, entity list, debarred party list, unverified list, sanctions list or other such lists published or maintained by the United States, including OFAC, the United States Department of Commerce or the United States Department of State.

5.24 Embargoed Person. (a) None of Borrower's assets constitute property of, or are beneficially owned, directly or indirectly, by any Person targeted by economic or trade sanctions under US law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. 1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq. (the "Trading With the Enemy Act"), any of the foreign assets control regulations of the Treasury (31 C.F.R., Subtitle B, Chapter V) (the "Foreign Assets Control Regulations") or any enabling legislation or regulations promulgated thereunder or executive order relating thereto (which includes, without limitation, (i) Executive Order No. 13224, effective as of September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the "Executive Order") and (ii) the USA PATRIOT Act, if the result of such ownership would be that any Loan made by any Lender would be in violation of law ("Embargoed Person")); (b) neither any Loan Party nor any of its Subsidiaries is an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act, (c) no Embargoed Person has any interest of any nature whatsoever in the Borrower if the result of such interest would be that any Loan would be in violation of law; (d) the Borrower has not engaged in business with Embargoed Persons if the result of such business would be that any Loan made by any Lender would be in violation of law; and (e) neither the Borrower nor any Controlled Affiliate (i) is or will become a "blocked person" as described in the Executive Order, the Trading With the Enemy Act or the Foreign Assets Control Regulations or (ii) engages or will engage in any dealings or transactions, or be otherwise associated, with any such "blocked person". For purposes of determining whether or not a representation is true or a covenant is being complied with under this Section 5.24, the Borrower shall not be required to make any investigation into (i) the ownership of publicly traded stock or other publicly traded securities or (ii) the beneficial ownership of any collective investment fund.

ARTICLE VI.

COVENANTS

From the Closing Date (other than Sections 6.3 and 6.4, which shall be from the Effective Date) until the date on which all of the Obligations are Paid in Full, unless the Required Lenders shall otherwise consent in writing:

6.1 Financial Reporting. The ~~Borrower~~Loan Parties will maintain, for itself and each Subsidiary, a system of accounting established and administered in accordance in all material respects with generally accepted accounting principles, and furnish to the Agent (for distribution to the Lenders):

(a) Within ninety (90) days after the close of each of its fiscal years, an audit report (which shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit) certified by Hein & Associates, LLP or any other independent registered public accounting firm of nationally recognized standing, prepared in accordance with GAAP on a consolidated basis for itself and its Subsidiaries, including balance sheets as of the end of such period, related consolidated statements of income, changes in stockholder equity, comprehensive income and cash flows, in each case setting forth in comparative form the figures for the preceding fiscal year.

(b) Within forty-five (45) days after the close of the first three quarterly periods of each of its fiscal years, for itself and its Subsidiaries, consolidated unaudited balance sheets as at the close of each such period and consolidated statement of income and a statement of cash flows for the period from the beginning of such fiscal year to the end of such quarter, all certified by its chief financial officer.

(c) Together with the financial statements required under Sections 6.1(a) and (b), a Compliance Certificate in substantially the form of Exhibit A signed by its chief financial officer showing the calculations necessary to determine compliance with Section 6.19 of this Agreement and stating that no Default or Unmatured Default exists, or if any Default or Unmatured Default exists, stating the nature and status thereof.

(d) As soon as possible and in any event within ten (10) days after the Borrower knows that any Reportable Event has occurred with respect to any Plan, a statement, signed by the chief financial officer of the Borrower, describing said Reportable Event and the action which the Borrower proposes to take with respect thereto.

(e) Promptly upon the furnishing thereof to the public shareholders of ~~the Borrower~~any Loan Party, copies of all financial statements, reports and proxy statements so furnished.

(f) Promptly upon the filing thereof, copies of all registration statements and annual, quarterly or other regular reports which ~~the Borrower~~any Loan Party or any of its Subsidiaries files with the Securities and Exchange Commission.

(g) As soon as available, but in any event within ninety (90) days after the end of each fiscal year (including the fiscal year ending December 31, 2016), upon request of the Agent, a copy of the detailed annual operating budget or plan including cash flow projections of the ~~Borrower and its~~Loan Parties and their Subsidiaries for the next four fiscal quarter period prepared on a quarterly basis, in form and detail reasonably acceptable to the Agent and the Lenders, together with a summary of the material assumptions made in the preparation of such annual budget or plan;

(h) Such other information (including non-financial information) as the Agent or any Lender may from time to time reasonably request.

Notwithstanding the foregoing, the obligations in paragraphs (a) and (b) of this Section 6.1 may be satisfied with respect to financial information of the ~~Borrower and its~~Loan Parties and their Subsidiaries by furnishing the Form 10-K or 10-Q (or the equivalent), as applicable, of the ~~Borrower~~applicable Loan Party filed with the SEC; provided that to the extent such information is in lieu of information required to be provided under Section 6.1(a), such materials are accompanied by a report and opinion of Hein & Associates, LLP or any other independent registered public accounting firm of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception or any qualification or exception as to the scope of such audit.

Documents required to be delivered pursuant to Section 6.1(a), (b), (e) or (f) (to the extent any such documents are included in materials otherwise filed with the SEC) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet; or (ii) on which such documents are posted on the Borrower's behalf on an Internet or intranet website, if any, to which each Lender and the Agent have access (whether a commercial, third-party website or whether sponsored by the Agent). Each Lender shall be solely responsible for timely accessing posted documents and maintaining its copies of such documents.

6.2 Use of Proceeds. The Borrower will use the proceeds of the Advances (a) for the Closing Date Stock Payment, (b) to refinance certain existing Indebtedness of the Borrower and its Subsidiaries and (c) for general corporate purposes (including acquisition financing and payment of fees and expenses in connection with the Merger). The Borrower will not, nor will it permit any Loan Party or Subsidiary to, use any of the proceeds of the Advances to (a) purchase or carry any "margin stock" (as defined in Regulation U) or (b) other than as set forth in clause (a) the preceding sentence and with respect to the payment of fees and expenses in connection with the Merger, finance any portion of the Merger. The Borrower shall not, directly or indirectly (including through its parent company(ies), Subsidiaries, or Affiliates), transfer any proceeds of any Advance to, nor use them for the benefit of, BBVA USA's Reg. W affiliate, BBVA Mexico, which shall include using the proceeds of any Advance to make any payment on (or with respect to) any loan or other debt from BBVA Mexico or depositing any of the proceeds into a deposit account held at BBVA Mexico.

6.3 Notices. Promptly after any Authorized Officer of the Borrower or any other Loan Party obtains actual knowledge thereof, the Borrower will furnish to the Agent (for distribution to each Lender through the Agent) written notice of the following:

(a) the occurrence of any Default or Unmatured Default;

(b) the occurrence of any other development which could reasonably be expected to have a Material Adverse Effect;

(c) the filing or commencement of any litigation since the Effective Date which could reasonably be expected to have a Material Adverse Effect or involve a monetary claim in excess of $20,000,000 that would not be covered by insurance; and

(d) notice of the institution of any investigation, review, proceeding or other inquiry by any Governmental Authority regarding financial or other operational results of the Borrower or any other Loan Party that could reasonably be expected to have a Material Adverse Effect.

6.4 Conduct of Business. The ~~Borrower~~Loan Parties will, and will cause each Subsidiary to, engage in substantially the business conducted by the Borrower and its Subsidiaries on the Effective Date, any consumer finance business and all other businesses reasonably related, complementary or ancillary thereto and reasonable extensions of all of the foregoing and do all things necessary to remain duly incorporated or organized, validly existing and (to the extent such concept applies to such entity) in good standing as a domestic corporation, partnership or limited liability company in its jurisdiction of incorporation or organization, as the case may be, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted except to the extent that the failure to maintain such authority in any foreign jurisdiction could not reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution or asset sale, in each case, otherwise permitted under this Agreement.

6.5 Taxes. The ~~Borrower~~Loan Parties will, and will cause each Subsidiary to pay when due all taxes, assessments and governmental charges and levies upon it or its income, profits or Property, except those (a) which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been set aside in accordance with GAAP and (b) where the failure to make payment could not reasonably be expected to have a Material Adverse Effect.

6.6 Insurance. The ~~Borrower~~Loan Parties will, and will cause each Subsidiary to, maintain with reputable national insurance companies, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons of similar financial condition and strength engaged in the same or similar business and owning similar properties in localities where the Loan Parties or their Subsidiaries operate, of such types and in such amounts (it being acknowledged by the Lenders that the ~~Borrower and its~~Loan Parties and their Subsidiaries may maintain self-insurance which is compatible with the standards set forth herein) as are customarily carried under similar circumstances by such other Persons.

6.7 Compliance with Laws. The ~~Borrower~~Loan Parties will, and will cause each Subsidiary to, comply with all laws, rules, regulations, orders, writs, judgments, injunctions, decrees or awards to which it may be subject including, without limitation, (i) all federal and state registrations required by anti-money laundering Laws, (ii) the provisions of the Texas Pawnshop Act (Chapter 371 of the Texas Finance Code), (iii) the provisions of the Brady Act, (iv) the consumer loan provisions of the Texas Finance Code and (v) all Environmental Laws, except to the extent that the failure to so comply could not reasonably be expected to have a Material Adverse Effect.

6.8 Maintenance of Properties. The ~~Borrower~~Loan Parties will, and will cause each Subsidiary to, do all things necessary to maintain, preserve, protect and keep its Property in good repair, working order and condition, ordinary wear and tear excepted, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.9 Inspection. The ~~Borrower~~Loan Parties will, and will cause each Subsidiary to, permit the Agent, by its representatives and agents, upon reasonable prior notice and during normal business hours, to inspect any of the Property, books and financial records of the ~~Borrower~~Loan Parties and each Subsidiary located in the United States, to examine and make copies of the books of accounts and other financial records of the ~~Borrower~~Loan Parties and each Subsidiary located in the United States (other than materials protected by the attorney-client privilege and materials which such Person may not disclose without violation of a confidentiality obligation (so long as such confidentiality obligation was not entered into for the purpose of circumventing the ~~Borrower's~~Loan Parties' obligations hereunder) binding upon it), and to discuss the affairs, finances and accounts of the ~~Borrower~~Loan Parties and each Subsidiary with, and to be advised as to the same by, their respective officers at such reasonable times and intervals as the Agent may designate provided that, excluding any such inspections and examinations during the continuation of a Default, the Agent shall not exercise such rights more often than two times during any calendar year.

6.10 Depository. To the extent permitted by applicable law, the ~~Borrower and its~~Loan Parties and their Subsidiaries shall maintain their primary domestic deposit account relationships with the Lenders when reasonably convenient.

6.11 Indebtedness. The Borrower will not, nor will it permit any other Loan Party to, create, incur or suffer to exist any Indebtedness, except for (a) the Obligations, (b) intercompany Indebtedness representing Investments to the extent permitted by Section 6.14, (c) endorsements of negotiable instruments in the ordinary course of business, (d) Indebtedness described in Schedule 2 and any Permitted Refinancing thereof, (e) Subordinated Indebtedness and Permitted Refinancings thereof; provided that (i) prior to the incurrence thereof, the Borrower has delivered to the Agent a Compliance Certificate which indicates that, on a pro forma basis after taking into account the incurrence of such Subordinated Indebtedness and the use of the proceeds thereof, (A) there shall occur no Default or Unmatured Default and (B) the ~~Borrower and its~~Loan Parties and their Subsidiaries are in pro forma compliance with the financial covenants in Section 6.19 and (ii) such Indebtedness shall not have any scheduled amortization or mandatory prepayments (other than mandatory prepayments resulting from a change of control) or obligations to repurchase or redeem prior to thirty days after the Maturity Date, (f) Guarantees by the Borrower and the other Loan Parties in respect of Indebtedness of the Borrower or any other Loan Party permitted under this Section 6.11; provided that, if the Indebtedness being Guaranteed is subordinated to the Obligations, such Guarantee shall be subordinated to the Guarantee of the Obligations on terms at least as favorable to the Lenders as those contained in the Subordinated Indebtedness, (g) any obligation of the

Borrower or any other Loan Party under Swap Agreements; provided such Swap Agreements are entered into to manage risk and not for speculative purposes, (h) [reserved], (i) Indebtedness consisting of Capitalized Lease Obligations and purchase money Indebtedness of the Borrower or any other Loan Party and any Permitted Refinancing thereof in an aggregate principal amount not to exceed the greater of $50,000,000 and two percent (2%) of Consolidated Total Assets at any time outstanding, (j) Indebtedness of any Person that becomes a Loan Party (or of any Person not previously a Loan Party that is merged or consolidated with or into a Loan Party) after the Closing Date as a result of an Investment permitted hereunder and Permitted Refinancings thereof; provided that the aggregate principal amount of all such Indebtedness permitted under this clause (j) shall not exceed $~~20,000,000~~40,000,000 at any time outstanding, (k) Indebtedness representing deferred compensation to employees of the Borrower and other Loan Parties incurred in the ordinary course of business, (l) Indebtedness constituting working capital adjustments, purchase price adjustments, non-competes, consulting, deferred compensation, earn-out obligations, contingent consideration, contributions, and similar obligations incurred in connection with any Investment or disposition, in each case, permitted under this Agreement, (m) Indebtedness in respect of netting services, overdraft protections and similar arrangements, in each case, in connection with deposit accounts, (n) Indebtedness consisting of the financing of insurance premiums, (o) Indebtedness incurred by the Borrower or any other Loan Party in respect of letters of credit, bank guarantees, bankers' acceptances or similar instruments issued or created in the ordinary course of business, in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other reimbursement-type obligations regarding workers compensation claims, (p) Indebtedness in respect of performance bonds, bid bonds, appeal bonds, surety bonds and completion guarantees and similar obligations not in connection with money borrowed, in each case provided in the ordinary course of business or consistent with past practice, including those incurred to secure health, safety and environmental obligations in the ordinary course of business or consistent with past practice, (q) Additional Unsecured Senior Debt of the Borrower or any other Loan Party and Permitted Refinancings thereof; provided that prior to the incurrence thereof, the Borrower has delivered to the Agent a Compliance Certificate which indicates that, on a pro forma basis after taking into account the incurrence of such Additional Unsecured Senior Debt and the use of the proceeds thereof, (A) there shall occur no Default or Unmatured Default and (B) the ~~Borrower and its~~Loan Parties and their Subsidiaries are in pro forma compliance with the financial covenants in Section 6.19, (r) the First Cash Senior Notes (and Permitted Refinancings thereof), (s) unsecured Indebtedness in respect of credit card programs incurred in the ordinary course of business, (t) current amounts payable or accrued for other claims (other than for borrowed funds or purchase money obligations) incurred in the ordinary course of business, provided that all such liabilities, accounts and claims shall be promptly paid and discharged when due or in conformity with customary trade terms, except for those being contested in good faith by the Borrower or a Subsidiary for which sufficient reserves have been established, (u) current liabilities for taxes and assessments incurred in the ordinary course of business, and other liabilities for unpaid taxes being contested in good faith by the Borrower or any other Loan Party for which sufficient reserves have been established, (v) Indebtedness consisting of seller financing, seller notes and other similar obligations incurred in connection with any Investment permitted under this Agreement; provided that the aggregate principal amount of all such Indebtedness permitted under this clause (v) shall not exceed at any time $~~10,000,000~~20,000,000 and (w) additional Indebtedness of the Borrower and the other Loan Parties in an aggregate principal amount not to exceed at any time $100,000,000 and Permitted Refinancings thereof; provided that prior to the incurrence thereof, the Borrower has delivered to the Agent a Compliance Certificate which indicates that, on a pro forma basis after taking into account the incurrence of such Indebtedness and the use of the proceeds thereof, (A) there shall occur no Default or Unmatured Default and (B) the ~~Borrower and its~~Loan Parties and their Subsidiaries are in pro forma compliance with the financial covenants in Section 6.19.

6.12 Merger. The ~~Borrower~~Loan Parties will not, nor will ~~it~~they permit any Domestic Subsidiary to, merge or consolidate with or into any other Person, except that (a) a Subsidiary may merge into or consolidate with the Borrower, (b) a Subsidiary of the Borrower may merge or consolidate with another Subsidiary; provided that (i) if such merger or consolidation involves a Loan Guarantor, the Loan Guarantor shall be the surviving entity, and (ii) if such merger or consolidation involves a Foreign Subsidiary, the Domestic Subsidiary shall be the surviving entity, (c) a Subsidiary may merge, consolidate or amalgamate with any other Person in order to effect an Investment permitted under Section 6.14 or (d) a Subsidiary may effect a merger, consolidation or amalgamation to effect a disposition permitted under Section 6.13.

6.13 Sale of Assets. The ~~Borrower~~Loan Parties will not, nor will ~~it~~they permit any Subsidiary to, lease, sell or otherwise dispose of its Property (other than the Restricted Stock Unit Awards) to any other Person, except for (a) sales of inventory in the ordinary course of business, (b) dispositions of obsolete or worn out property in the ordinary course of business, (c) dispositions of property no longer used or useful in the conduct of the business of the ~~Borrower and its~~Loan Parties and their Subsidiaries, (d) dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such disposition are promptly applied to the purchase price of such replacement property, (e) transfers or the liquidation of Cash Equivalent Investments, (f) leases, subleases, non-exclusive licenses or sublicenses (excluding, in each case, Capitalized Leases) of any property (including Intellectual Property) in the ordinary course of business and which do not materially interfere with the business of the ~~Borrower and its~~Loan Parties and their Subsidiaries, (g) dispositions in the ordinary course of business consisting of the abandonment, transfer, assignment, cancellation or other disposition of any Intellectual Property which, in the reasonable good faith determination of the Borrower is not material to the conduct of the business of ~~Borrower and its~~Loan Parties and their Subsidiaries, taken as a whole, (h) transfers of property or assets subject to casualty, condemnation or similar event upon receipt of the condemnation or casualty proceeds thereof, (i) dispositions of assets by ~~the Borrower~~a Loan Party or a Subsidiary to ~~the Borrower~~a Loan Party or a Subsidiary, including in connection with the liquidation or dissolution of such Subsidiary; provided that (x) if such disposition is made by a Loan Party to a non-Loan Party, such disposition shall be considered an Investment under Section 6.14 and (y) if such disposition is made by a Loan Party to a non-Loan Party in connection with the Foreign Restructuring, such disposition shall not count against the investment basket under Section 6.14(f) but shall rather be considered an Investment permitted under Section 6.14(q), (j) assignments of insurance or condemnation proceeds provided to landlords (or their mortgagees) pursuant to the terms of any lease and Liens or rights reserved in any lease for rent or for compliance with the terms of such lease, (k) leases, sales or other dispositions of its Property that, together with all other Property of the ~~Borrower and its~~Loan Parties and their Subsidiaries previously leased, sold or disposed of pursuant to this Section 6.13(k) during the twelve (12) month period ending with the month in which any such lease, sale or other disposition is scheduled to occur would reduce Consolidated EBITDA for the trailing twelve (12) month period by more than ten percent (10%) on a pro forma basis, (l) sales, transfers or other dispositions set forth on Schedule 6, (m) termination of a lease or sublease of real or personal property that is not necessary for the ordinary course of business, could not reasonably be expected to have a Material Adverse Effect and does not result from an obligor's default, (n) voluntary termination of any Swap Agreement, (o) the expiration of any contract, contract right or other agreement in accordance with its terms, (p) the sale or issuance of any Equity Interests by the ~~Borrower~~Loan Parties not constituting a Change in Control, (q) the sale or issuance of any Equity Interests of a Subsidiary of the ~~Borrower to the Borrower~~Loan Parties to a Loan Party or another Subsidiary, (r) dispositions of accounts receivable in connection with the collection or compromise thereof, (s)(i) sales, transfers and other dispositions of Investments in joint ventures permitted under Section 6.14 to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture arrangements and similar binding arrangements or (ii) the winding down or dissolution of joint ventures permitted under Section 6.14, (t) sale-leaseback transactions involving Property of the ~~Borrower and its~~Loan Parties and their Subsidiaries, (u) an assignment of an account to an insurance company providing credit insurance to ~~the Borrower~~a Loan Party or any of its Subsidiaries for purposes of collecting insurance proceeds, (v) the granting of Liens permitted under Section 6.15, (w) a merger, dissolution, liquidation or consolidation, the purpose of which is to substantially concurrently effect a disposition or merger permitted by Section 6.12 (excluding Section 6.12(d)) and (x) the Enova Disposition.

6.14 Investments and Acquisitions. The ~~Borrower~~Loan Parties will not, nor will it permit any Subsidiary to, make or suffer to exist any Investments except for (a) Cash and Cash Equivalent Investments, (b) Investments in existence on the Closing Date set forth on Schedule 5 and any modification, replacement, renewal, reinvestment or extension thereof (to the extent not representing an increase in the aggregate amount of such Investment unless otherwise permitted hereunder), (c) any Acquisition for which the aggregate purchase price therefor does not exceed twenty percent (~~20~~25%) of Consolidated Net Worth as reflected on the ~~Borrower's~~Loan Parties' most recently submitted Compliance Certificate; provided, after giving pro forma effect to such Acquisition, (i) no Default or Unmatured Default has occurred and is continuing or would result therefrom and (ii) the ~~Borrower and its~~Loan Parties and their Subsidiaries are in compliance with the financial covenants in Section 6.19, (d) Investments by Loan Parties in other Loan Parties, (e) Investments by Persons that are not Loan Parties in Persons that are not Loan Parties, (f) Investments by Loan Parties in Subsidiaries that are not Loan Parties in an aggregate amount not to exceed the greater of $200,000,000 and twenty percent (20%) of Consolidated Net Worth as reflected on the ~~Borrower's~~Loan Parties' most recently submitted Compliance Certificate; provided, after giving pro forma effect to such Investment, (i) no Default or Unmatured Default has occurred and is continuing or would result therefrom and (ii) the ~~Borrower and its~~Loan Parties and their Subsidiaries are in compliance with the financial covenants in Section 6.19, (g) Investments by Subsidiaries that are not Loan Parties in Loan Parties, (h) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment, (i) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit, (j) advances of payroll payments to employees in the ordinary course of business, (k) Investments in Swap Agreements, (l) Investments constituting deposits, prepayments and other credits to suppliers made in the ordinary course of business of the ~~Borrower and its~~Loan Parties and their Subsidiaries, (m) deposits of cash made in the ordinary course of business to secure performance of operating leases, (n) Investments held by any Person who is acquired after the Closing Date pursuant to an Investment permitted hereunder, to the extent that such Investments were not made in contemplation of, or in connection with, such Investment and were in existence on the date of such Investment, (o) a Subsidiary of the ~~Borrower~~Loan Parties may be established or created (but not capitalized unless otherwise permitted under this Section 6.14), (p) pawn transactions, pawn loans and other consumer loans or participations therein in the ordinary course of the day to day business of the ~~Borrower and its~~Loan Parties and their Subsidiaries, (q) Investments necessary to consummate any Foreign Restructuring consisting of the contribution of the stock of a Foreign Subsidiary to another Foreign Subsidiary, (r) Investments (other than Investments in Loan Parties or their Subsidiaries) permitted pursuant to Section 6.11(c), 6.11(o) and 6.11(p), (s) promissory notes and other non-cash consideration received in connection with dispositions permitted by Section 6.13, (t) Investments and other acquisitions to the extent that payment for such Investments is made solely with Equity Interests of the ~~Borrower~~Loan Parties that are not Disqualified Equity Interests, and (u) other Investments in an aggregate amount not to exceed the greater of $25,000,000 and one percent (1.0%) of Consolidated Total Assets.

6.15 Liens. The Borrower will not, nor will it permit any other Loan Party to, create, incur, or suffer to exist any Lien in, of or on the Property of the Borrower or any other Loan Party (other than the Restricted Stock Unit Awards), except:

(a) Liens for taxes, assessments or governmental charges or levies on its Property which are not yet due or as to which the period of grace (not to exceed sixty (60) days), if any, related thereto has not expired, or are being contested in good faith and by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books;

(b) Liens imposed by law, such as carriers', warehousemen's, landlord's, mechanics', repairmen, workman and materialmen and other similar liens arising in the ordinary course of business which secure payment of obligations not more than 60 days past due or for amounts that are being contested in good faith by appropriate proceedings, so long as such reserves or other appropriate provisions, if any, as shall be required by GAAP, shall have been made for any such contested amounts;

(c) Liens arising out of pledges or deposits under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation.

(d) easements, servitudes, rights of way, covenants, licenses, protrusions, zoning and other restrictions, encroachments, and other minor defects or irregularities in title or other similar encumbrances, in each case which do not and will not interfere in any material respect with the value or use of the property to which such Lien is attached or with the ordinary conduct of the business of the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries;

(e) Liens existing on the Closing Date and described in Schedule 2 and any modifications, replacements, renewals or extensions thereof; provided that (x) no such Lien extends to any additional property other than after-acquired property that is affixed or incorporated into the property covered by such Lien, and (y) the modification, replacement, renewal, extension or refinancing of the obligations secured or benefited by such Liens (if such obligations constitute Indebtedness) is permitted by Section 6.11;

(f) Liens in favor of the Agent, for the benefit of the Lenders;

(g) Liens incurred in the ordinary course of business to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, trade contracts, performance and return of money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money or other Indebtedness);

(h) Any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any Lien referred to in this definition (other than Liens set forth on Schedule 2); provided that such extension, renewal or replacement Lien shall be limited to all or a part of the property which secured the Lien so extended, renewed or replaced (plus improvements on such property).

(i) Liens arising out of judgments or awards not resulting in a Default;

(j) Any interest or title of a lessor, licensor or sublessor under any lease, license or sublease entered into by any Loan Party in the ordinary course of its business and covering only the assets so leased, licensed or subleased.

(k) Assignments of insurance or condemnation proceeds provided to landlords (or their mortgagees) pursuant to the terms of any lease and Liens or rights reserved in any lease for rent or for compliance with the terms of such lease.

(l) Liens in favor of the Agent or L/C Issuer to Cash Collateralize or otherwise secure the obligations of a Defaulting Lender to fund risk participations hereunder.

(m) Liens that are customary contractual rights of setoff (i) relating to the establishment of depository relations with banks or other deposit-taking financial institutions in the ordinary course and not given in connection with the issuance of Indebtedness, or (ii) relating to pooled deposit or sweep accounts of the Borrower or any other Loan Party to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the ~~Borrower and its~~Loan Parties and their Subsidiaries;

(n) Liens (i) of a collection bank arising under Section 4-210 of the UCC on the items in the course of collection, (ii) attaching to commodity trading accounts or other commodities brokerage accounts incurred in the ordinary course of business and not for speculative purposes and (iii) in favor of a banking or other financial institution arising as a matter of law encumbering deposits or other funds maintained with a financial institution (including the right of setoff) and that are within the general parameters customary in the banking industry;

(o) Liens existing on property at the time of its acquisition or existing on the property of any Person at the time such Person becomes a Loan Party, in each case, after the date hereof; provided that (i) such Lien does not extend to or cover any other assets or property (other than the proceeds or products thereof and other than after-acquired property of such acquired Loan Party), (ii) the Indebtedness secured thereby is permitted under Section 6.11 and (iii) such Lien is not created in connection with such Acquisition;

(p) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(q) Liens securing Indebtedness permitted pursuant to Section 6.11(i); provided, any such Lien shall encumber only the asset acquired with the proceeds of such Indebtedness; provided, further, that individual financings otherwise permitted to be secured pursuant to Section 6.11(i) provided by one Person (or its affiliates) may be cross collateralized to other such financings permitted to be secured by Section 6.11(i) provided by such Person (or its affiliates);

(r) Liens (i) solely on any cash earnest money deposits made by the Borrower or any other Loan Party in connection with any letter of intent or purchase agreement permitted hereunder or (ii) consisting of an agreement to consummate a transaction permitted by Section 6.13;

(s) restrictions resulting from any zoning or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any real property, in each case, which do not and will not interfere with or affect in any material respect the use, value or operations of any real estate asset of the Loan Parties or the ordinary conduct of the business of the Loan Parties;

(t) purported Liens evidenced by the filing of precautionary UCC financing statements relating solely to operating leases of personal property entered into in the ordinary course of business;

(u) leases, subleases, non-exclusive licenses or non-exclusive sublicenses granted to other Persons (including with respect to Intellectual Property) by the Borrower or any other Loan Party in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of the Borrower or any such Loan Party and not constituting a disposition of all substantial rights in any Intellectual Property;

(v) [reserved];

(w) Liens on the Equity Interests in joint ventures held by the Borrower or any other Loan Party securing obligations of such joint ventures;

(x) options, put and call arrangements, rights of first refusal and similar rights to Investments in joint ventures, partnerships or other similar Investments permitted to be made under Section 6.14; and

(y) Liens securing Indebtedness permitted pursuant to Section 6.11(w).

Notwithstanding anything to the contrary contained herein, in no event shall Holdings cause the Equity Interests of the Borrower owned by Holdings to be subject to a Lien (other than a Lien in favor of the Administrative agent) securing debt for borrowed money.

6.16 Negative Pledges. Except with respect to any Additional Unsecured Senior Debt, Subordinated Indebtedness, the First Cash Senior Notes and any Indebtedness permitted under Section 6.11(w) (and any Permitted Refinancings thereof), neither the Borrower nor any other Loan Party will enter into any agreement prohibiting the creation or assumption of any Lien upon its properties or assets whether now owned or hereafter acquired, except with respect to (a) specific property encumbered to secure payment of particular Indebtedness or to be sold pursuant to an executed agreement with respect to a disposition permitted under Section 6.13, (b) restrictions that (i) are included in a contractual obligation entered into in connection with a disposition permitted pursuant to Section 6.13 (or in connection with the payment in full of the Obligations) and (ii) relate only to assets subject to such asset sale, (c) restrictions by reason of customary provisions restricting assignments, subletting or other transfers contained in leases, subleases, licenses, sublicenses and other contracts entered into in the ordinary course of business, (d) provisions in customary joint venture agreements and other similar agreements applicable to joint ventures permitted hereunder, (e) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business, (f) restrictions or conditions related to secured Indebtedness otherwise permitted to be incurred under Section 6.11(i) that limit the right of the obligor to dispose of the assets securing such Indebtedness or if such restrictions or conditions apply only to the Person obligated under such Indebtedness or the property or assets intended to secure such Indebtedness and (g) any encumbrances or restrictions of the types referred to in clauses (a) through (f) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts referred to therein; provided that such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is, in the good faith judgment of the Borrower, no more restrictive with respect to such encumbrance or other restrictions, taken as a whole, than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

6.17 Affiliates. The ~~Borrower~~Loan Parties will not, and will not permit any Subsidiary to, enter into any transaction (including, without limitation, the purchase or sale of any Property or service) with, or make any payment or transfer to, any Affiliate except (a) in the ordinary course of business and pursuant to the reasonable requirements of ~~the Borrower's~~such Loan Party's or such Subsidiary's business and upon fair and reasonable terms no less favorable to ~~the Borrower~~such Loan Party or such Subsidiary than ~~the Borrower~~such Loan Party or such Subsidiary would obtain in a comparable arm's length transaction, (b) issuances of Equity Interests by the ~~Borrower~~Loan Parties not constituting a Change in Control, (c) employment and severance arrangements between the ~~Borrower and its~~Loan Parties and their Subsidiaries and their respective officers and employees in the ordinary course of business, (d) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, directors, officers and employees of the ~~Borrower~~Loan Parties and the Subsidiaries in the ordinary course of business to the extent attributable to the ownership or operation of the ~~Borrower~~Loan Parties and the Subsidiaries, (e) dividends or distributions by the ~~Borrower or its~~Loan Parties or their Subsidiaries, (f) transactions among the Loan Parties and (g) transactions among the ~~Borrower and its~~Loan Parties and their Subsidiaries expressly permitted by this Agreement.

6.18 Non-Loan Party Transactions. Other than as set forth in this Agreement and the First Cash Senior Notes (and any Permitted Refinancings thereof), or to the extent required by applicable law, the ~~Borrower~~Loan Parties will not permit any non-Loan Party Subsidiary to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any such Subsidiary to (a) pay dividends, or other distributions to any Loan Party in respect of such Subsidiary's Equity Interests owned by such Loan Party, or (b) pay or repay any intercompany loans, royalties or management fees owing by such Subsidiary to any Loan Party, other than restrictions (i) by reason of customary provisions restricting assignments or other transfers contained in licenses, joint venture agreements and similar agreements entered into in the ordinary course of business; (ii) that are or were created by virtue of any transfer of, agreement to transfer or option or right with respect to, any property, assets and/or Equity Interests not otherwise prohibited under this Agreement; (iii) that are binding on such Person at the time such Person first becomes a Subsidiary of a Loan Party, so long as such restrictions were not entered into in contemplation of such Person becoming a Subsidiary of a Loan Party; (iv) arising in connection with a disposition permitted pursuant to Section 6.13 and related only the assets and/or Equity Interests subject to such disposition; (v) customary provisions in partnership agreements, limited liability company organizational governance documents, asset sale and stock sale agreements and other similar agreements (including equivalent foreign organizational governance documents) entered into in the ordinary course of business that restrict the transfer of ownership interests in such partnership, limited liability company or similar Person; (vi) constituting restricted payment and investment covenants contained in any documentation with respect to Indebtedness incurred by a non-Loan Party Subsidiary that are, taken as a whole and in the good faith judgment of the Borrower, no more restrictive with respect to such non-Loan Party Subsidiary than customary market terms for Indebtedness of such type; and (vii) any encumbrances or restrictions of the types referred to in sub-clauses (i) through (vi) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts referred to therein; provided that such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is, in the good faith judgment of the Borrower, no more restrictive with respect to such encumbrance or other restrictions, taken as a whole, than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

6.19 Financial Covenants. The parties hereto acknowledge and agree that, with respect to compliance with the financial covenants set forth in this Section 6.19 and all calculations made in determining such compliance for any applicable period, all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement (as of the last date in the case of a balance sheet item) for purposes of such compliance: (i) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction (A) in the case of a disposition of all or substantially all Equity Interests in any Subsidiary of the ~~Borrower~~Loan Parties or any division used for operations of the ~~Borrower~~Loan Parties or any of its Subsidiaries, shall be excluded, and (B) in the case of an Acquisition, Investment or other Investment described in the definition of "Specified Transaction," shall be included, (ii) any retirement of Indebtedness, and (iii) any Indebtedness incurred or assumed by the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries in connection therewith and if such Indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination; provided that, the foregoing pro forma adjustments may be applied to any such compliance calculation solely to the extent that such adjustments are consistent with the definition of Consolidated EBITDA and give effect to events (including operating expense reductions) that are (as determined by the Borrower in good faith) (1) directly attributable to such transaction, (2) expected to have a continuing impact on the ~~Borrower and its~~Loan Parties and their Subsidiaries, (3) factually supportable and (4) are determined in accordance with Article 11, Regulations S-X of the Securities Act of 1933.

(a) Fixed Charge Coverage Ratio. The Borrower will not permit the Fixed Charge Coverage Ratio, determined as of the end of each of its fiscal quarters, to be less than 1.25 to 1.0.

(b) Leverage Ratio. The Borrower will not permit the Leverage Ratio, determined as of the end of each of its fiscal quarters, to be greater than (i) 3.254.00 to 1.00 for the period beginning on July 1, 2020the Fifth Amendment Effective Date and ending December 31, 20202021, (ii) 3.50 to 1.00 for the period beginning January 1, 2021 and ending June 30, 2021, (iii) 3.25 to 1.00 for the period beginning July 1, 20212022 and ending December 31, 20212022, and (iviii) 3.00 to 1.00 thereafter.

(c) Domestic Leverage Ratio. The Borrower will not permit the Domestic Leverage Ratio, determined as of the end of each of its fiscal quarters, to be greater than (i) 4.505.00 to 1.00 for the period beginning on the ThirdFifth Amendment Effective Date and ending December 31, 20202021, (ii) 4.754.50 to 1.00 for the period beginning January 1, 2021 and ending June 30, 2021, (iii) 4.50 to 1.00 for the period beginning July 1, 20212022 and ending December 31, 20212022 , and (iviii) 4.00 to 1.00 thereafter.

6.20 Subsidiaries as Guarantors. If, at any time, the aggregate revenue or assets (on a non-consolidated basis) of Holdings, the Borrower and those Subsidiaries that are then Loan Guarantors are less than the Aggregate Revenue Threshold, and at any time as so elected by the Borrower in its sole discretion, the Borrower shall cause one or more other Domestic Subsidiaries to become additional Loan Guarantors in accordance with this Section 6.20, within thirty (30) days (which date may be extended by the Agent in its reasonable discretion) after such revenues or assets become less than the Aggregate Revenue Threshold so that after including the revenue and assets of any such additional Loan Guarantors, the aggregate revenue and assets (on a non-consolidated basis) of Holdings, the Borrower and all such Loan Guarantors would equal or exceed the Aggregate Revenue Threshold (or, if at the election of the Borrower, within any timeframe selected by the Borrower). The Borrower shall cause each such Domestic Subsidiary required to become a Loan Guarantor as provided in the immediately preceding sentence to become a Loan Guarantor by executing and delivering to the Agent a Joinder Agreement.

6.21 Restricted Payments.

The Loan Parties will not, nor will they permit any Subsidiary to, directly or indirectly, declare, order, make or set apart any sum for or pay any Restricted Payment, except (a) to make dividends payable solely in the same class of Equity Interests of such Person, (b) to make dividends or other distributions payable to the Loan Parties (directly or indirectly through its Subsidiaries), (c) dividends or other distributions payable by a non-Loan Party to another non-Loan Party, (d) (i) regularly scheduled interest payments on Subordinated Indebtedness of any Loan Party and (ii) payments and/or prepayments of principal and related premiums or fees on Subordinated Indebtedness of any Loan Party so long as, after giving effect to such payment or prepayment on a pro forma basis, (x) no Default of Unmatured Default has occurred and is continuing or would result therefrom and (y) the Borrower and itsLoan Parties and their Subsidiaries are in compliance with the financial covenants in Section 6.19 and; (e) [reserved] and (f) repurchases of Equity Interests of the BorrowerLoan Parties and cash dividends by the BorrowerLoan Parties; provided, after giving effect to such repurchase on a pro forma basis, (i) no Default or Unmatured Default has occurred and is continuing or would result therefrom and (ii) the Borrower and itsLoan Parties and their Subsidiaries are in compliance with the financial covenants in Section 6.19; provided, further, that (A) if during the period beginning January 1, 2021 and ending June 30, 2021 (with such Restricted Payments, if any, to be paid in the following fiscal quarter consistent with the terms hereof) (x) the Domestic

Leverage Ratio, determined as of the end of any fiscal quarter, is greater than or equal to 4.50 to 1.00 or (y) the Leverage Ratio, determined as of the end of any fiscal quarter, is greater than or equal to 3.25 to 1.00, then the Restricted Payments payable pursuant to clause (e) above for the following fiscal quarter shall be limited to the greater of (x) 25% of Consolidated Net Income for the prior fiscal quarter (for the avoidance of doubt, determined on a stand-alone basis and not for the four fiscal quarter period then ended) and (y) the Specified Amount (defined below); provided however, that notwithstanding the foregoing in this clause (A), any Restricted Payments constituting cash dividends payable pursuant to clause (e) above for the period beginning January 1, 2021 and ending June 30, 2021 (with such Restricted Payments, if any, to be paid in the following fiscal quarter consistent with the terms hereof), in excess of the amount otherwise permitted pursuant to this clause (A), shall be permitted provided that (i) the aggregate of all Restricted Payments in such fiscal quarter payable pursuant to this clause (A) are equal to the lesser of (x) $0.27 per outstanding share of capital stock of the Borrower and (y) $12,000,000 per fiscal quarter (the amount set forth in this clause (i), the "Specified Amount") and (ii) the Borrower has sustained a positive Consolidated Net Income for each of (x) the most recently ended fiscal quarter and (y) the trailing twelve (12) month period ended as of the most recently ended fiscal quarter, (B) if the Domestic Leverage Ratio, determined as of the end of any fiscal quarter, is greater than or equal to 4.25 to 1.00, but is less than 4.50 to 1.00, then Restricted Payments payable pursuant to clause (ef) above for the following fiscal quarter shall be limited to 50% of the Consolidated Net Income for the prior fiscal quarter (for the avoidance of doubt, determined on a stand-alone basis and not for the four fiscal quarter period then ended) and (CB) if the Domestic Leverage Ratio, determined as of the end of any fiscal quarter, is greater than or equal to 4.00 to 1.00, but is less than 4.25 to 1.00, then Restricted Payments payable pursuant to clause (ef) above for the following fiscal quarter shall be limited to 75% of the Consolidated Net Income for the prior fiscal quarter (for the avoidance of doubt, determined on a stand-alone basis and not for the four fiscal quarter period then ended).

6.22 Corporate Changes. No Loan Party will, nor will it permit any of its Subsidiaries to, (a) change its fiscal year, (b) amend, modify or change its articles of incorporation, certificate of designation (or corporate charter or other similar organizational document) operating agreement or bylaws (or other similar document) in any respect materially adverse to the interests of the Lenders or (c) change its accounting method (except in accordance with GAAP) in any manner adverse to the interests of the Lenders, in each case, without the prior written consent of the Required Lenders.

6.23 Books and Records. The BorrowerLoan Parties shall, and will cause each Subsidiary to, keep proper books, records and accounts in which true and correct entries in all material respects shall be recorded.

6.24 Public/Private Designation. The BorrowerLoan Parties shall, and will cause each Subsidiary to, cooperate with the Agent in connection with the publication of certain materials and/or information provided by or on behalf of the Loan Parties to the Agent and Lenders (collectively, "Information Materials") and will designate Information Materials (i) that are either available to the public or not material with respect to the Loan Parties and their Subsidiaries or any of their respective securities for purposes of United States federal and state securities laws, as "Public Information" and (ii) that are not Public Information as "Private Information".

ARTICLE VII.

DEFAULTS

The occurrence of any one or more of the following events shall constitute a Default; provided, however, other than with respect to the representations and warranties and covenants that are expressly applicable as of the Effective Date, the occurrence of the following events shall only constitute a Default to the extent they occur after the Closing Date:

7.1 Misrepresentations. Any representation or warranty made or deemed made by or on behalf of the ~~Borrower~~Loan Parties or any of ~~its~~their Subsidiaries to the Lenders or the Agent under or in connection with this Agreement, any Loan, or any certificate or information delivered in connection with this Agreement or any other Loan Document shall be materially false on the date as of which made.

7.2 Nonpayment of Obligations. (a) Nonpayment of principal of any Loan when due, or nonpayment of interest upon any Loan or of any commitment fee or other obligations (except Reimbursement Obligations) under any of the Loan Documents within three (3) Business Days after the same becomes due.

(b) Nonpayment of any Reimbursement Obligation within three (3) Business Days after L/C Issuer's written demand.

7.3 Breach of Covenants

(a) Breach of Article VI Covenants. The breach by ~~the Borrower~~any Loan Party of any of the terms or provisions of subsections 6.1(a), 6.1(b), 6.1(c), Section 6.2, subsections 6.3(a), 6.3(b), Sections 6.4 (solely as such covenant relates to the Borrower in respect of maintenance of its valid existence and good standing in its jurisdiction of domicile) or 6.11 - 6.22 (but only to the extent that the failure to perform or observe the covenants in Section 6.11, 6.14 and 6.15 involves an aggregate (taking into account the amount of all such breaches) in excess of $~~10,000,000~~20,000,000).

(b) Breach of Other Covenants. The breach by ~~the Borrower~~any Loan Party (other than a breach which constitutes a Default under another Section of this Article VII) of any of the terms or provisions of this Agreement or any other Loan Document, including, without limitation, the failure to perform or observe the covenants in Sections 6.11, 6.14 and 6.15 involving an aggregate (taking into account the amount of all such breaches) amount equal to or less than $~~10,000,000~~20,000,000 ; provided, with respect to this clause (b) only, such breach or failure to comply is not cured (to the extent capable of being cured) within thirty (30) days of its occurrence.

7.4 Bankruptcy Default. (i) A Loan Party or any of its Subsidiaries (other than an Immaterial 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 a Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against a Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or (iii) there shall be commenced against a Loan Party or any of its Subsidiaries (other than an Immaterial 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 their assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) a Loan Party or any of its Subsidiaries (other than an Immaterial 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) a Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) shall generally not, or shall be unable to, or shall admit in writing their inability to, pay its debts as they become due.

7.5 [Reserved].

7.6 Other Indebtedness. The BorrowerAny Loan Party or any of its Subsidiaries shall be in default in respect of any Indebtedness (other than the Obligations) having a principal amount in excess of $20,000,00030,000,000, after taking into account all applicable requirements of notice, grace and cure; provided, that this Section 7.6 shall not apply to (x) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer and the repayment of such Indebtedness is permitted hereunder and under the documents providing for such Indebtedness or (y) termination events or similar events occurring under any Swap Agreement unless the Borrowersuch Loan Party or such Subsidiary has failed to make any payment required as a result of any such termination or similar event; provided, further that, notwithstanding the foregoing, the occurrence of any acceleration or demand for acceleration, repayment, redemption or repurchase of or any default or event of default under the 2018 Cash America Notes or the related indenture, to the extent proximately caused by the Enova Disposition, shall not result in a Default or an Unmatured Default pursuant to this Section 7.6.

7.7 [Reserved].

7.8 [Reserved].

7.9 Invalidity of Guaranty. Except (i) in accordance with its terms, (ii) pursuant to any disposition permitted under this Agreement or (iii) in connection with the payment in full of the Obligations, any Loan Guaranty shall fail to remain in full force or effect or any action shall be taken by any Loan Guarantor to discontinue or to assert the invalidity or unenforceability of any Loan Guaranty, or any Loan Guarantor shall deny in writing that it has any additional or further liability under any Loan Guaranty to which it is a party, or shall give notice to such effect.

7.10 Change in Control. A Change in Control occurs.

7.11 Judgment Default. (i) One or more judgments or decrees shall be entered against a Loan Party or any of its Subsidiaries (other than an Immaterial Subsidiary) involving in the aggregate a liability (to the extent not covered by insurance) of $20,000,000 or30,000,000 or more and all such judgments or decrees shall not have been paid and satisfied, vacated, discharged, stayed or bonded pending appeal within the earlier of (A) ten (10) Business Days from the entry thereof or (B) the expiration of the period during which an appeal of such judgment or decree is permitted or (ii) any injunction, temporary restraining order or similar decree shall be issued against a Loan Party or any of its Subsidiaries that, individually or in the aggregate, could result in a Material Adverse Effect.

7.12 ERISA Default. The occurrence of any of the following: (i) a Lien in favor of the PBGC or a Plan that is reasonably expected to result in material liability to a Loan Party or Subsidiary shall arise on the assets of a Loan Party or any Subsidiary of a Loan Party, (ii) a Reportable Event shall occur with respect to any Plan that is reasonably expected to result in material liability to a Loan Party or Subsidiary of a Loan Party, (iii) proceedings for the termination of, or the appointment of a trustee to administer, any Plan shall be instituted by the PBGC if such proceedings are reasonably expected to result in liability to a Loan Party or any Subsidiary of a Loan Party, or (iv) a Loan Party or any Subsidiary of a Loan Party shall incur any liability that could be reasonably expected to result in a Material Adverse Effect in connection with a complete or partial withdrawal from, or the "insolvency" (within the meaning of Section 4245 of ERISA) or "reorganization" (within the meaning of Section 4241 of ERISA) of, any Multiemployer Plan.

7.13 [Reserved].

7.14 [Reserved].

7.15 Reviews and/or Fines. (i) The final and non-appealable results of any investigation, review or proceeding instituted against the Borrower or any Loan Party by a Governmental Authority or (ii) the levy of any final and non-appealable fine against the Borrower or any Loan Party in connection therewith, in the case of (i) or (ii) that could reasonably be expected to have a Material Adverse Effect.

ARTICLE VIII.

ACCELERATION, WAIVERS, AMENDMENTS AND REMEDIES

8.1 Acceleration. If any Default described in Section 7.4 occurs with respect to ~~the Borrower~~any Loan Party or any of its Subsidiaries, the obligations of the Lenders to make Loans hereunder shall automatically terminate and the Obligations shall immediately become due and payable without any election or action in the part of the Agent or any Lender. If any other Default occurs, the Required Lenders (or the Agent with the consent of the Required Lenders) may terminate or suspend the obligations of the Lenders to make Loans hereunder, or declare the Obligations to be due and payable, or both, whereupon the Obligations shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which the ~~Borrower~~Loan Parties hereby expressly ~~waives~~waive. In addition, if any Default occurs, the L/C Issuer may declare the obligation to make L/C Credit Extensions to be suspended and/or terminated and, further, require the Borrower to secure the L/C Obligations with Cash Collateral, in an amount equal to the Outstanding Amount of the L/C Obligations.

8.2 Amendments. Neither this Agreement, any Loan Document nor any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Agent and the Loan Party or Loan Parties that are parties thereto, in each case with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender (it being understood that a waiver of any condition precedent set forth in Section 4.3 or the waiver of any Default or mandatory prepayment shall not constitute an extension or increase of any Commitment of any Lender), (ii) reduce the principal amount of any Loan or L/C Borrowing or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly and adversely affected thereby, (iii) postpone the maturity of any Loan, or the reimbursement date with respect to any L/C Borrowing, or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly and adversely affected thereby, (iv) change any of the provisions of this Section without the written consent of each Lender, (v) change the percentage set forth in the definition of “Required Lenders” or any other provision of any Loan Document specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender, (vi) release all or substantially all the value of the Guarantees under the Loan Guaranty (except as expressly provided in this Agreement or any other Loan Document) without the written consent of each Lender, (vii) subordinate the Loans to any other Indebtedness without the consent of each Lender, (viii) [Reserved] or (ix) amend, modify or waive the pro rata sharing of payments by and among the Lenders without the written consent of each Lender directly and adversely affected thereby. Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Agent and the Borrower (i) 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 and (ii) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders on substantially the same basis as the Lenders prior to such inclusion.

No amendment of any provision of this Agreement relating to the Agent shall be effective without the written consent of the Agent. No amendment of any provision of this Agreement relating to the L/C Issuer shall be effective without the written consent of the L/C Issuer. The Agent may waive payment of the fee required under Section 12.3(b) without obtaining the consent of any other party to this Agreement.

Notwithstanding any of the foregoing to the contrary, the consent of the Borrower and the other Loan Parties shall not be required for any amendment, modification or waiver of the provisions of Article X which do not, in any way, adversely affect the Borrower or any other Loan Party.

Notwithstanding the fact that the consent of all the Lenders is required in certain circumstances as set forth above, (a) each Lender is entitled to vote as such Lender sees fit on any bankruptcy reorganization plan that affects the Loans, and each Lender acknowledges that the provisions of Section 1126(c) of the Bankruptcy Code in Title 11 of the United States Code supersedes the unanimous consent provisions set forth herein, (b) the Required Lenders may consent to allow a Loan Party to use cash collateral in the context of a bankruptcy or insolvency proceeding and (c) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except (i) that the Commitment of such Lender may not be increased or extended without the consent of such Lender and (ii) to the extent such amendment, waiver or consent impacts such Defaulting Lender more than the other Lenders.

Notwithstanding any of the foregoing to the contrary, (x) the Agent and the Borrower may, without the consent of any Lender, amend, modify or supplement this Agreement or any other Loan Document to cure any ambiguity, omission, defect or inconsistency, so long as such amendment, modification or supplement does not adversely affect the rights of any Lender (in the reasonable good faith determination of the Agent) and (y) the Agent may, without the consent of any Lender, enter into amendments or modifications to this Agreement or any of the other Loan Documents or to enter into additional Loan Documents as the Agent reasonably deems appropriate in order to implement any Benchmark Replacement or any Benchmark Replacement Conforming Changes or otherwise effectuate the terms of Section 3.6(b) in accordance with the terms of Section 3.6(b).

8.3 Preservation of Rights. No delay or omission of the Lenders or the Agent or the L/C Issuer to exercise any right under the Loan Documents shall impair such right or be construed to be a waiver of any Default or an acquiescence therein, and the making of a Loan notwithstanding the existence of a Default or the inability of the Borrower to satisfy the conditions precedent to such Loan shall not constitute any waiver or acquiescence. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right, and no waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by the Lenders required pursuant to Section 8.2, and then only to the extent in such writing specifically set forth. All remedies contained in the Loan Documents or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Obligations (including the L/C Obligations) have been Paid in Full.

ARTICLE IX.

GENERAL PROVISIONS

9.1 Survival of Representations. All representations and warranties of the ~~Borrower~~Loan Parties contained in this Agreement shall survive the making of the Loans herein contemplated.

9.2 Governmental Regulation. Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to the Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

9.3 Headings. Section headings in the Loan Documents are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Loan Documents.

9.4 Entire Agreement. The Loan Documents embody the entire agreement and understanding among the ~~Borrower~~Loan Parties, the Agent and the Lenders and supersede all prior agreements and understandings among the ~~Borrower~~Loan Parties, the Agent and the Lenders relating to the subject matter thereof.

9.5 Several Obligations; Benefits of this Agreement. The respective obligations of the Lenders hereunder are several and not joint and no Lender shall be the partner or agent of any other (except to the extent to which the Agent is authorized to act as such). The failure of any Lender to perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns.

9.6 Expenses; Indemnification. (a) The Borrower shall reimburse the Agent for any out-of-pocket expenses (including reasonable attorneys' fees and expenses of one outside counsel to the Agent) paid or incurred by the Agent in connection with the preparation, negotiation, execution, delivery, syndication, review, amendment, modification, and administration of the Loan Documents. The Borrower also agrees to reimburse the Agent and the Lenders for any out-of-pocket expenses (including reasonable attorneys' fees and expenses) paid or incurred by the Agent or any Lender in connection with the collection and enforcement of the Loan Documents after a Default (including, without limitation, reasonable fees of (x) a single external legal counsel (and appropriate local counsel) for the Agent, (y) a single external legal counsel (and appropriate local counsel) for the Lenders and (z) to the extent a Lender determines, after consultation with legal counsel, that an actual or potential conflict may require use of separate counsel by such Lender, separate legal counsel for such Lender, but excluding in each case salaries of the Agent's or such Lender's regularly employed personnel and overhead). The Borrower acknowledges that from time to time Agent may prepare and may distribute to the Lenders (but shall have no obligation or duty to prepare or to distribute to the Lenders) certain audit reports (the "Reports") pertaining to the Borrower's assets for internal use by the Agent from information furnished to it by or on behalf of the Borrower, after the Agent has exercised its rights of inspection pursuant to this Agreement.

(b) The Borrower hereby further agrees to indemnify the Agent and each Lender and each Related Party of any of the foregoing Persons (collectively, each such Person being called an "Indemnitee") against all losses, claims, damages, penalties, judgments, liabilities and expenses (including, without limitation, all expenses of litigation or preparation therefor whether or not the Agent or any Lender or Related Party is a party thereto) which any of them may pay or incur arising out of or relating to this Agreement, the other Loan Documents, the transactions contemplated hereby or the direct or indirect application or proposed application of the proceeds of any Loan hereunder (but limited, in the case of legal fees and expenses, to one counsel to the Indemnitees,

taken as a whole and, solely in the case of a conflict of interest, one additional counsel to the affected Indemnitees, taken as a whole and if reasonably necessary, of one local counsel in any relevant jurisdiction to all such Indemnitees, taken as a whole and, solely in the case of a conflict of interest, one additional local counsel to all affected Indemnitees, taken as a whole) except to the extent that they are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the party seeking indemnification (IT BEING THE INTENT OF THE PARTIES THAT EACH INDEMNITEE BE INDEMNIFIED AGAINST THE CONSEQUENCES OF ITS OWN NEGLIGENCE). This Section 9.6(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim. The obligations of the Borrower under this Section 9.6 shall survive the termination of this Agreement.

9.7 Numbers of Documents. All statements, notices, closing documents, and requests hereunder shall be furnished to the Agent with sufficient counterparts so that the Agent may furnish one to each of the Lenders.

9.8 [Reserved].

9.9 Severability of Provisions. Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

9.10 Nonliability of Lenders. The relationship between the Borrower on the one hand and the Lenders and the Agent on the other hand shall be solely that of borrower and lender. Neither the Agent nor any Lender shall have any fiduciary responsibilities to the Borrower. Neither the Agent nor any Lender undertakes any responsibility to the Borrower to review or inform the Borrower of any matter in connection with any phase of the Borrower's business or operations. The Borrower agrees that neither the Agent nor any Lender shall have liability to the Borrower (whether sounding in tort, contract or otherwise) for losses suffered by the Borrower in connection with, arising out of, or in any way related to, the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that such losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. No party to this Agreement shall have any liability with respect to, and each such party hereby waives, releases and agrees not to sue for, any special, indirect, consequential or punitive damages suffered by any other party hereto in connection with, arising out of, or in any way related to the Loan Documents or the transactions contemplated thereby; provided that nothing contained in this sentence shall limit the Borrower's indemnification obligations to the extent such special, indirect, consequential or punitive damages are included in any third party claim in connection with which such Indemnitee is entitled to indemnification hereunder. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and non-appealable judgment of a court of competent jurisdiction.

9.11 Confidentiality. Each Lender agrees to hold any confidential information which it may receive from the Borrower pursuant to this Agreement in confidence, except for disclosure (a) to its Affiliates and to other Lenders and their respective Affiliates (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential in accordance with customary practices), (b) to legal counsel,

accountants, and other professional advisors to such Lender (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential in accordance with customary practices), (c) subject to an agreement containing provisions substantially the same (or at least as restrictive) as those of this Section, to a Transferee, (d) to regulatory officials, (e) to any Person as requested pursuant to or as required by law, regulation, or legal process, (f) in connection with the exercise of any remedies hereunder or under any Loan Document or any other action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (g) to (i) any actual or prospective party (or its partners, directors, officers, employees, managers, administrators, trustees, agents, advisors or other representatives) to any swap or derivative or similar transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (ii) an investor or prospective investor in securities issued by an Approved Fund that also agrees that Information shall be used solely for the purpose of evaluating an investment in such securities issued by the Approved Fund, (iii) a trustee, collateral manager, servicer, backup servicer, noteholder or secured party in connection with the administration, servicing and reporting on the assets serving as collateral for securities issued by an Approved Fund, or (iv) a nationally recognized rating agency that requires access to information regarding the Loan Parties, the Loans and Loan Documents in connection with ratings issued in respect of securities issued by an Approved Fund (in each case, it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential), (h) permitted by Section 12.4; (i) to any other party hereto; and (j) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Agent, any Lender, or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower; provided, unless specifically prohibited by applicable law or court order, the Agent, the L/C Issuer and each Lender shall make reasonable efforts to notify the Borrower of any request by any regulatory authority, governmental agency or representative thereof under clause (d) or (e) above (other than any such request in connection with any examination of the financial condition or other routine examination of such Lender by such regulatory authority or governmental agency) for disclosure of any such non-public information prior to disclosure of such information.

9.12 Nonreliance. Each Lender hereby represents that it is not relying on or looking to any margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System) for the repayment of the Loans provided for herein.

9.13 Acknowledgment 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 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 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 Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable: (A) a reduction in full or in part or cancellation of any such liability; (B) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or (C) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

9.14 Amendment and Restatement. This Agreement continues in effect the Existing Credit Agreement, and the Existing Credit Agreement shall be amended and restated in its entirety by the terms and provisions of this Agreement, which shall supersede all terms and provisions of the Existing Credit Agreement effective from and after the Closing Date. This Agreement is not intended to, and shall not, constitute a novation of any indebtedness or other obligations owing by the Loan Parties under the Existing Credit Agreement or a waiver or release of any indebtedness or other obligations owing, or any "Default" or "Event of Default" (each as defined in the Existing Credit Agreement) existing, under the Existing Credit Agreement based on any facts or events occurring or existing at or prior to the execution and delivery of this Agreement. On the Closing Date, the credit facilities described in the Existing Credit Agreement shall be amended, supplemented, modified and restated in their entirety by the credit facilities described herein, and all "Secured Obligations" (as defined in the Existing Credit Agreement) of the Borrower that are not being paid on such date and remain outstanding as of such date under the Existing Credit Agreement, shall be deemed to be Loan Party Obligations under the corresponding facilities described herein, without further action by any Person.

9.15 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):

(a) 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.

(b) As used in this Section 9.15, the following terms have the following meanings:

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

"Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

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

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

ARTICLE X.

THE AGENT

10.1 Appointment and Authority.

Each of the Lenders and the L/C Issuer hereby irrevocably appoints Wells Fargo to act on its behalf as the Agent hereunder and under the other Loan Documents and authorizes the Agent to take such actions on its behalf and to exercise such powers as are delegated to the Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Agent, the Lenders and the L/C Issuer, and neither the Borrower nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions other than Sections 10.9 and 10.10. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

10.2 Nature of Duties.

Anything herein to the contrary notwithstanding, none of the bookrunners, arrangers or other agents listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Agent, a Lender or the L/C Issuer hereunder. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

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

10.3 Exculpatory Provisions.

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

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

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

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

The Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 8.1 and 8.2) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and non-appealable judgment. The Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Agent in writing by the Borrower, a Lender or the L/C Issuer.

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

10.4 Reliance by Agent.

The Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition

hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Agent may presume that such condition is satisfactory to such Lender or the L/C Issuer unless the Agent shall have received notice to the contrary from such Lender or the L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

10.5 Notice of Default.

The Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Unmatured Default hereunder unless the Agent has received written notice from a Lender or the Borrower referring to this Agreement, describing such Default or Unmatured Default and stating that such notice is a "notice of default". In the event that the Agent receives such a notice, the Agent shall give prompt notice thereof to the Lenders. The Agent shall take such action with respect to such Default or Unmatured Default as shall be reasonably directed by the Required Lenders; provided, however, that unless and until the Agent shall have received such directions, the Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Unmatured Default as it shall deem advisable in the best interests of the Lenders except to the extent that this Agreement expressly requires that such action be taken, or not taken, only with the consent or upon the authorization of the Required Lenders, or all of the Lenders, as the case may be.

10.6 Non-Reliance on Agent and Other Lenders.

Each Lender and the L/C Issuer expressly acknowledges that neither the Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or affiliates has made any representation or warranty to it and that no act by the Agent hereinafter taken, including any review of the affairs of any Loan Party, shall be deemed to constitute any representation or warranty by the Agent to any Lender. Each Lender and the L/C Issuer acknowledges that it has, independently and without reliance upon the Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the L/C Issuer also acknowledges that it will, independently and without reliance upon the Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

10.7 Indemnification.

The Lenders agree to indemnify the Agent and the L/C Issuer in their respective capacities hereunder and their Affiliates and their respective officers, directors, agents and employees (to the extent not reimbursed by the Loan Parties and without limiting the obligation of the Loan Parties to do so), ratably according to their respective Pro Rata Shares in effect on the date on which indemnification is sought under this Section, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Obligations) be imposed on, incurred by or asserted against any such indemnitee in any way relating to or arising out of any Loan Document or any documents contemplated by or referred to herein or therein or the transactions contemplated by this agreement or the other Loan Documents or any action taken or omitted by any such indemnitee under or in connection with any of the foregoing; provided, however, 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 to the extent resulting from such indemnitee's gross negligence or willful misconduct, as determined by a court of competent jurisdiction. The agreements in this Section shall survive the termination of this Agreement and payment of the Notes, any Reimbursement Obligation and all other amounts payable hereunder.

10.8 Agent in Its Individual Capacity.

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

10.9 Resignation of Agent.

(a) The Agent may at any time give notice of its resignation to the Lenders, the L/C Issuer and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the prior written consent of the Borrower if no Default has occurred and is continuing (which consent shall not be unreasonably withheld or delayed), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Agent may (but shall not be obligated to), on behalf of the Lenders and the L/C Issuer, appoint a successor Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall nonetheless become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable law, with the prior written consent of the Borrower if no Default has occurred and is continuing (which consent shall not be unreasonably withheld or delayed), by notice in writing to the Borrower and such Person remove such Person as Agent and, with the prior written consent of the Borrower if no Default has occurred and is continuing (which consent shall not be unreasonably withheld or delayed), appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral held by the Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring Agent shall continue to hold such collateral until such time as a successor Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through the Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time, if any, as the Required Lenders appoint a successor Agent as provided for above. Upon the

acceptance of a successor's appointment as Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Agent, and the retiring or removed Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this paragraph). The fees payable by the Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article, Sections 9.6, 9.10 and 10.7 shall continue in effect for the benefit of such retiring or removed Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting as Agent.

(d) Any resignation by Wells Fargo, as Agent pursuant to this Section shall also constitute its resignation as L/C Issuer. Upon the acceptance of a successor's appointment as Agent hereunder, (i) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, (ii) the retiring L/C Issuer shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents, and (iii) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

10.10 Guaranty Matters.

(a) The Lenders and any provider of Banking Services irrevocably authorize and direct the Agent to release any Loan Guarantor from its obligations under the applicable Loan Guaranty if such Person ceases to be a Loan Guarantor as a result of a transaction permitted hereunder.

(b) In connection with a termination or release pursuant to this Section, the Agent shall promptly execute and deliver to the applicable Loan Party, at the Borrower's expense, all documents that the applicable Loan Party shall reasonably request to evidence such termination or release. Upon request by the Agent at any time, the Required Lenders will confirm in writing the Agent's authority to release any Loan Guarantor from its obligations under the Loan Guaranty pursuant to this Section.

10.11 Agent's Reimbursement and Indemnification. The Lenders agree to reimburse and indemnify the Agent ratably in proportion to their respective Commitments (or, if the Commitments have been terminated, in proportion to their Commitments immediately prior to such termination) (a) for any amounts not reimbursed by the Borrower for which the Agent is entitled to reimbursement by the Borrower under the Loan Documents, (b) for any other expenses incurred by the Agent on behalf of the Lenders, in connection with the preparation, execution, delivery, administration and enforcement of the Loan Documents (including, without limitation, for any expenses incurred by the Agent in connection with any dispute between the Agent and any Lender or between two or more of the Lenders) and (c) for any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of the Loan Documents or any other document delivered in connection therewith or the transactions contemplated thereby (including, without limitation, for any such amounts incurred by or asserted against the Agent in connection with any dispute between the Agent and any Lender or between two or more of the Lenders), or the enforcement of any of the terms of the Loan Documents or of any such other documents, provided that no Lender shall be liable for any of the foregoing to the extent

any of the foregoing is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Agent. The obligations of the Lenders under this Section 10.11 shall survive payment of the Obligations and termination of this Agreement.

10.12 Banking Services.

Except as otherwise provided herein, no provider of Banking Services that obtains the benefits of Sections 2.23 and 8.1, or any Loan Guaranty by virtue of the provisions hereof or of any Loan Guaranty or any Loan Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. The Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Loan Party Obligations arising under Banking Services unless the Agent has received written notice of such Banking Services Obligations, together with such supporting documentation as the Agent may request, from the applicable provider of Banking Services.

10.13 Erroneous Payments.

(a) Each Lender, each L/C Issuer, each other secured party and any other party hereto hereby severally agrees that if (i) the Agent notifies (which such notice shall be conclusive absent manifest error) such Lender or L/C Issuer or any other secured party (or the Lender Affiliate of a secured party) or any other Person that has received funds from the Agent or any of its Affiliates, either for its own account or on behalf of a Lender, L/C Issuer or other secured party (each such recipient, a “Payment Recipient”) that the Agent has determined in its sole discretion that any funds received by such Payment Recipient were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment from the Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 10.13(a), whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise; individually and collectively, an “Erroneous Payment”), then, in each case, such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section shall require the Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient agrees that it shall not assert any right or claim to any Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Agent for the return of any Erroneous Payments, including without limitation waiver of any defense based on “discharge for value” or any similar doctrine.

(b) Without limiting the immediately preceding clause (a), each Payment Recipient agrees that, in the case of clause (a)(ii) above, it shall promptly notify the Agent in writing of such occurrence.

(c) In the case of either clause (a)(i) or (a)(ii) above, such Erroneous Payment shall at all times remain the property of the Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Agent, and upon demand from the Agent such Payment Recipient shall (or, shall cause any Person who received any portion of an Erroneous Payment on its behalf to), promptly, but in all events no later than one Business Day thereafter, return to the Agent the amount of any such Erroneous Payment (or

portion thereof) as to which such a demand was made in same day funds and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Agent at the greater of the Federal Funds Rate and a rate determined by the Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Agent for any reason, after demand therefor by the Agent in accordance with immediately preceding clause (c), from any Lender that is a Payment Recipient or an Affiliate of a Payment Recipient (such unrecovered amount as to such Lender, an "Erroneous Payment Return Deficiency"), then at the sole discretion of the Agent and upon the Agent's written notice to such Lender (i) such Lender shall be deemed to have made a cashless assignment of the full face amount of the portion of its Loans (but not its Commitments) of the relevant class with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Class") to the Agent or, at the option of the Agent, the Agent's applicable lending affiliate in an amount that is equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the "Erroneous Payment Deficiency Assignment") plus any accrued and unpaid interest on such assigned amount, without further consent or approval of any party hereto and without any payment by the Agent or its applicable lending affiliate as the assignee of such Erroneous Payment Deficiency Assignment. The parties hereto acknowledge and agree that (1) any assignment contemplated in this clause (d) shall be made without any requirement for any payment or other consideration paid by the applicable assignee or received by the assignor, (2) the provisions of this clause (d) shall govern in the event of any conflict with the terms and conditions of Section 12.1 and (3) the Agent may reflect such assignments in the Register without further consent or action by any other Person.

(e) Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, the Agent (1) shall be subrogated to all the rights of such Payment Recipient with respect to such amount and (2) is authorized to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by the Agent to such Payment Recipient from any source, against any amount due to the Agent under this Section 10.13 or under the indemnification provisions of this Agreement, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Agent from the Borrower or any other Loan Party for the purpose of making a payment on the Obligations and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

(f) Each party's obligations under this Section 10.13 shall survive the resignation or replacement of the Agent or any transfer of right or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

(g) Nothing in this Section 10.13 will constitute a waiver or release of any claim of the Agent hereunder arising from any Payment Recipient's receipt of an Erroneous Payment.

ARTICLE XI.

SETOFF; RATABLE PAYMENTS

11.1 Setoff. In addition to, and without limitation of, any rights of the Lenders under applicable law, if the Borrower becomes insolvent, however evidenced, or any Default occurs, any and all deposits (including all account balances, whether provisional or final and whether or not collected or available) and any other Indebtedness at any time held or owing by any Lender or any Affiliate of any Lender to or for the credit or account of the Borrower may be offset and applied toward the payment of the Obligations owing to such Lender, whether or not the Obligations, or any part hereof, shall then be due; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (i) all amounts so set off shall be paid over immediately to the Agent for further application in accordance with the provisions of Section 2.22 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Agent, the L/C Issuer and the other Lenders, and (ii) the Defaulting Lender shall provide promptly to the Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, L/C Issuer or their respective Affiliates may have. Each Lender and the L/C Issuer agrees to notify the Borrower and the Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.2 Ratable Payments. If any Lender, whether by setoff or otherwise, has payment made to it upon its Loans (other than payments received pursuant to Sections 3.1, 3.2, 3.4 or 3.5) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase a portion of the Loans held by the other Lenders so that after such purchase each Lender will hold its ratable proportion of Loans. If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives collateral or other protection for its Obligations or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary such that all Lenders share in the benefits of such collateral ratably in proportion to their Loans. In case any such payment is disturbed by legal process, or otherwise, appropriate further adjustments shall be made.

ARTICLE XII.

BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

12.1 Successors and Assigns. The terms and provisions of the Loan Documents shall be binding upon and inure to the benefit of the Borrower and the Lenders and their respective successors and assigns, except that (a) the Borrower shall not have the right to assign its rights or obligations under the Loan Documents and (b) any assignment by any Lender must be made in compliance with Section 12.3. Notwithstanding clause (b) of this Section, any Lender may at any time, without the consent of the Borrower or the Agent, assign all or any portion of its rights under this Agreement and any Note to a Federal Reserve Bank; provided, however, that no such assignment to a Federal Reserve Bank shall release the transferor Lender from its obligations hereunder. The Agent may treat the Person which made any Loan or which holds any Note as the owner thereof for all purposes hereof unless and until such Person complies with Section 12.3 in the case of an assignment thereof or, in the case of any other transfer, a written notice of the transfer is filed with the Agent. Any assignee or transferee of the rights to any Loan or any Note agrees by acceptance of such transfer or assignment to be bound by all the terms and provisions of the Loan Documents. Any request, authority or consent of any Person, who at the time of making such request or giving such authority or consent is the owner of the rights to any Loan (whether or not a Note has been issued in evidence thereof), shall be conclusive and binding on any subsequent holder, transferee or assignee of the rights to such Loan.

12.2 Participations.

(a) Permitted Participants; Effect. Any Lender may, in the ordinary course of its business and in accordance with applicable law, at any time sell to one or more banks or other entities other than any Ineligible Institution ("Participants") participating interests in any Loan owing to such Lender, any Note held by such Lender, any Commitment of such Lender or any other interest of such Lender under the Loan Documents. In the event of any such sale by a Lender of participating interests to a Participant, such Lender's obligations under the Loan Documents shall remain unchanged, such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, such Lender shall remain the owner of its Loans and the holder of any Note issued to it in evidence thereof for all purposes under the Loan Documents, all amounts payable by the Borrower under this Agreement shall be determined as if such Lender had not sold such participating interests, and the Borrower and the Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under the Loan Documents.

(b) Voting Rights. Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of the Loan Documents other than any amendment, modification or waiver with respect to any Loan or Commitment in which such Participant has an interest which forgives principal, interest or fees or reduces the interest rate or fees payable with respect to any such Loan or Commitment, extends the Maturity Date, postpones any date fixed for any regularly-scheduled payment of principal of, or interest or fees on, any such Loan or Commitment, releases any guarantor of any such Loan or releases all or substantially all of the collateral, if any, securing any such Loan, in either case, if such release requires the consent of all of the Lenders.

(c) Benefit of Setoff. The Borrower agrees that each Participant shall be deemed to have the right of setoff provided in Section 11.1 in respect of its participating interest in amounts owing under the Loan Documents to the same extent as if the amount of its participating interest were owing directly to it as a Lender under the Loan Documents, provided that each Lender shall retain the right of setoff provided in Section 11.1 with respect to the amount of participating interests sold to each Participant. The Lenders agree to share with each Participant, and each Participant, by exercising the right of setoff provided in Section 11.1, agrees to share with each Lender, any amount received pursuant to the exercise of its right of setoff, such amounts to be shared in accordance with Section 11.2 as if each Participant were a Lender.

(d) Each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or as required under applicable law to fulfill such Person's reporting and withholding obligations if any under FATCA. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Agent (in its capacity as Agent) shall have no responsibility for maintaining a Participant Register.

12.3 Successors and Assigns.

(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 L/C Issuer that issues any Letter of Credit), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Agent and each Lender (and any attempted assignment or transfer by the 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. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of the L/C Issuer that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Agent, the L/C Issuer and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Persons (other than an Ineligible Institution) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld) of:

(A) the Borrower, provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Agent within ten (10) Business Days after having received notice thereof, and provided further that no consent of the Borrower shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if a Payment Event of Default or Bankruptcy Event has occurred and is continuing, any other assignee (other than an Ineligible Institution); and

(B) the Agent; provided that no consent of the Agent shall be required for an assignment to a Lender, an Affiliate of a Lender or an Approved Fund;

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender’s Commitment or Loans of any class, the amount of the Commitment 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 Agent) shall not be less than $5,000,000 unless each of the Borrower and the Agent otherwise consent, provided that no such consent of the Borrower shall be required if a Payment Event of Default or Bankruptcy Event has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender’s rights and obligations under this Agreement, provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender’s rights and obligations in respect of one class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500; provided that the Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Agent an Administrative Questionnaire.

(D) the assignee, if it shall not be a Lender, shall deliver to the Agent an Administrative Questionnaire in which the assignee designates one or more contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower, the other Loan Parties 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.

(E) in connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Agent, the applicable Pro Rata Share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (A) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Agent or any Lender hereunder (and interest accrued thereon), and (B) acquire (and fund as appropriate) its full Pro Rata Share of all Loans and participations in Letters of Credit in accordance with its Pro Rata Share. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

For the purposes of this Section 12.3(b), the term "Approved Fund" and "Ineligible Institution" have the following meanings:

"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.

"Ineligible Institution" means (a) the Borrower or any Affiliate thereof, (b) any Defaulting Lender or any of its Subsidiaries or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (b), (c) a natural person, (d) any Person who is primarily engaged in the business of providing pawn services and products and/or cash advance services and products or (e) a company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural person or relative(s) thereof; provided that, such company, investment vehicle or trust shall not constitute an Ineligible Institution if it (i) has not been established for the primary purpose of acquiring any Loans or Commitments, (ii) is managed by a professional advisor, who is not such natural person or a relative thereof, having significant experience in the business of making or purchasing commercial loans, and (iii) has assets greater than $25,000,000 and a significant part of its activities consist of making or purchasing commercial loans and similar extensions of credit in the ordinary course of its business; provided that upon the occurrence of a Default, any Person (other than a Lender) shall be an Ineligible Institution if after giving effect to any proposed assignment to such Person, such Person would hold more than 25% of the then outstanding funded and/or unfunded Commitment, as the case may be.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, 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 3.2, 3.4, 3.5 and 9.6). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 12.3 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 Agent, acting for this purpose as an agent of the 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 Commitment of, and principal amount of the Loans and L/C Advances 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 Agent, the L/C Issuer 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. The Register shall be available for inspection by the Borrower, the L/C Issuer and any Lender, at any reasonable time and from time to time upon reasonable prior notice. In addition, the Agent shall maintain on the Register information regarding the designation and revocation of designation, of any Lender as a Defaulting Lender.

(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 Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to this Agreement, the Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) 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 without limitation 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.

12.4 Dissemination of Information. The Borrower authorizes each Lender to disclose to any Participant or purchaser or any other Person acquiring an interest in the Loan Documents by operation of law (each a "Transferee") and any prospective Transferee any and all information in such Lender's possession concerning the creditworthiness of the ~~Borrower and its~~Loan Parties and their Subsidiaries, including without limitation any information contained in any Reports; provided that each Transferee and prospective Transferee agrees to be bound by Section 9.11 of this Agreement.

ARTICLE XIII.

NOTICES

13.1 Notices. Except as otherwise permitted by Section 2.14 with respect to borrowing notices, all notices, requests and other communications to any party hereunder shall be in writing (including electronic transmission, facsimile transmission or similar writing) and shall be given to such party: (a) in the case of the Borrower or the Agent, at its address or facsimile number set forth on the signature pages hereof, (b) in the case of any Lender, at its address or facsimile number set forth below its signature hereto or (c) in the case of any party, at such other address or facsimile number as such party may hereafter specify for the purpose by notice to the Agent and the Borrower in accordance with the provisions of this Section 13.1. Each such notice, request or other communication shall be effective (i) if given by facsimile transmission, when transmitted to the facsimile number specified in this Section and confirmation of receipt is received, (ii) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, or (iii) if given by any other means, when delivered (or, in the case of electronic transmission, received) at the address specified in this Section; provided that notices to the Agent under Article II shall not be effective until received.

13.2 Change of Address. The Borrower, the Agent and any Lender may each change the address for service of notice upon it by a notice in writing to the other parties hereto.

ARTICLE XIV.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Borrower, the Agent and the Lenders and each party has notified the Agent by facsimile transmission or telephone that it has taken such action.

ARTICLE XV.

CHOICE OF LAW; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL; MAXIMUM RATE

15.1 CHOICE OF LAW. **THE LOAN DOCUMENTS (OTHER THAN THOSE CONTAINING A CONTRARY EXPRESS CHOICE OF LAW PROVISION) SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS**.

15.2 CONSENT TO JURISDICTION. THE BORROWER HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR TEXAS STATE COURT SITTING IN FORT WORTH, TEXAS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND THE BORROWER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST THE BORROWER IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE BORROWER AGAINST THE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN FORT WORTH, TARRANT COUNTY, TEXAS.

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

15.4 MAXIMUM RATE. THIS AGREEMENT AND ALL OF THE OTHER LOAN DOCUMENTS ARE INTENDED TO BE PERFORMED IN ACCORDANCE WITH, AND ONLY TO THE EXTENT PERMITTED BY, ALL APPLICABLE USURY LAWS. IF ANY PROVISION HEREOF OR OF ANY OF THE OTHER LOAN DOCUMENTS OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE SHALL, FOR ANY REASON AND TO ANY EXTENT, BE INVALID OR UNENFORCEABLE, NEITHER THE APPLICATION OF SUCH PROVISION TO ANY OTHER PERSON OR CIRCUMSTANCE NOR THE REMAINDER OF THE INSTRUMENT IN WHICH SUCH PROVISION IS CONTAINED SHALL BE AFFECTED THEREBY AND SHALL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAWS. IT IS EXPRESSLY STIPULATED AND AGREED TO BE THE INTENT OF THE BORROWER AND THE AGENT AND THE LENDERS TO AT ALL TIMES COMPLY WITH THE USURY AND OTHER APPLICABLE LAWS NOW OR HEREAFTER GOVERNING THE INTEREST PAYABLE ON THE OBLIGATIONS. IF THE APPLICABLE LAW IS EVER REVISED, REPEALED OR JUDICIALLY INTERPRETED SO AS TO RENDER USURIOUS ANY AMOUNT CALLED FOR UNDER THIS AGREEMENT OR UNDER ANY OF THE OTHER LOAN DOCUMENTS, OR CONTRACTED FOR, CHARGED, TAKEN, RESERVED OR RECEIVED WITH RESPECT TO THE OBLIGATIONS, OR IF THE AGENT’S OR THE LENDERS’ EXERCISE OF THE OPTION TO ACCELERATE THE MATURITY OF ANY NOTE, OR IF ANY PREPAYMENT OF ANY NOTE RESULTS IN THE PAYMENT OF ANY INTEREST IN EXCESS OF THAT PERMITTED BY LAW, THEN IT IS THE EXPRESS INTENT OF THE BORROWER AND THE APPLICABLE LENDER THAT ALL EXCESS AMOUNTS THERETOFORE COLLECTED BY THE LENDER BE CREDITED ON THE PRINCIPAL BALANCE OF THE NOTE (OR, IF THE NOTES AND ALL OF THE OBLIGATIONS HAVE BEEN PAID IN FULL, REFUNDED), AND THE PROVISIONS OF THE NOTES AND THE OTHER LOAN DOCUMENTS IMMEDIATELY BE DEEMED REFORMED AND THE AMOUNTS THEREAFTER COLLECTABLE HEREUNDER AND THEREUNDER REDUCED, WITHOUT THE NECESSITY OF THE EXECUTION OF ANY NEW

DOCUMENT, SO AS TO COMPLY WITH THE THEN APPLICABLE LAWS, BUT SO AS TO PERMIT THE RECOVERY OF THE FULLEST AMOUNT OTHERWISE CALLED FOR HEREUNDER OR THEREUNDER. ALL SUMS PAID, OR AGREED TO BE PAID, FOR THE USE, FORBEARANCE, DETENTION, TAKING, CHARGING, RECEIVING OR RESERVING ON THE OBLIGATIONS SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, BE AMORTIZED, PRORATED, ALLOCATED AND SPREAD THROUGHOUT THE FULL TERM OF SUCH OBLIGATIONS UNTIL PAYMENT IN FULL SO THAT THE RATE OR AMOUNT OF INTEREST ON ACCOUNT OF SUCH OBLIGATIONS DOES NOT EXCEED THE USURY CEILING FROM TIME TO TIME IN EFFECT AND APPLICABLE THERETO FOR SO LONG AS DEBT IS OUTSTANDING UNDER THE NOTES. TO THE EXTENT THAT THE AGENT AND THE LENDERS ARE RELYING ON CHAPTER 303 OF THE TEXAS FINANCE CODE TO DETERMINE THE MAXIMUM RATE ("MAXIMUM RATE") PAYABLE ON THE NOTES, THE AGENT AND THE LENDERS WILL UTILIZE THE WEEKLY CEILING FROM TIME TO TIME IN EFFECT AS PROVIDED IN SUCH CHAPTER 303. TO THE EXTENT FEDERAL LAW PERMITS THE AGENT AND THE LENDERS TO CONTRACT FOR, CHARGE OR RECEIVE A GREATER AMOUNT OF INTEREST, BANK WILL RELY ON FEDERAL LAW INSTEAD OF SUCH ARTICLE FOR THE PURPOSE OF DETERMINING THE MAXIMUM RATE. ADDITIONALLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW NOW IN EFFECT, BANK MAY, AT ITS OPTION AND FROM TIME TO TIME, IMPLEMENT ANY OTHER METHOD OF COMPUTING THE MAXIMUM RATE UNDER SUCH ARTICLE, OR UNDER OTHER APPLICABLE LAW BY GIVING NOTICE, IF REQUIRED, TO THE BORROWER AS PROVIDED BY APPLICABLE LAW NOW OR HEREAFTER IN EFFECT. IN NO EVENT SHALL THE PROVISIONS OF CHAPTER 346 OF THE TEXAS FINANCE CODE (WHICH REGULATES CERTAIN REVOLVING LOAN ACCOUNTS AND REVOLVING TRIPARTY ACCOUNTS) APPLY TO THE OBLIGATIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OF THE OTHER LOAN DOCUMENTS, IT IS NOT THE INTENTION OF THE AGENT OR ANY LENDER TO ACCELERATE THE MATURITY OF ANY INTEREST THAT HAS NOT ACCRUED AT THE TIME OF SUCH ACCELERATION OR TO COLLECT UNEARNED INTEREST AT THE TIME OF SUCH ACCELERATION.

ARTICLE XVI.

LOAN GUARANTY

16.1 Guaranty. Each Loan Guarantor (other than those that have delivered a separate Guaranty) hereby agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to the Lenders, the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Loan Party Obligations and all costs and expenses including, without limitation, all court costs and reasonable attorneys' and paralegals' fees (excluding allocated costs of in-house counsel and paralegals) and expenses paid or incurred by the Agent, the L/C Issuer and the Lenders if and to the extent permitted under this Agreement in endeavoring to collect all or any part of the Loan Party Obligations from, or in prosecuting any action against, the Borrower, any Loan Guarantor or any other guarantor of all or any part of the Loan Party Obligations (such costs and expenses, together with the Loan Party Obligations, collectively the "Guaranteed Obligations"). Each Loan Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Loan Guaranty apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender that extended any portion of the Guaranteed Obligations.

16.2 Guaranty of Payment This Loan Guaranty is a guaranty of payment and not of collection. Each Loan Guarantor waives any right to require the Agent, the L/C Issuer or any Lender to sue the Borrower, any Loan Guarantor, any other guarantor, or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "Obligated Party"), or otherwise to enforce its payment against any collateral securing all or any part of the Guaranteed Obligations.

16.3 No Discharge or Diminishment of Loan Guaranty.

(a) Except as otherwise provided for herein, the obligations of each Loan Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the payment in full in cash of the Guaranteed Obligations), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of the Borrower or any other Obligated Party liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Agent, the L/C Issuer, any Lender, or any other person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Loan Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Agent, the L/C Issuer or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrower for all or any part of the Guaranteed Obligations or any obligations of any other Obligated Party liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Agent, the L/C Issuer or any Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than the payment in full in cash of the Guaranteed Obligations).

16.4 Defenses Waived. To the fullest extent permitted by applicable law, each Loan Guarantor hereby waives any defense based on or arising out of any defense of the Borrower or any Loan Guarantor or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of the Borrower or any Loan Guarantor, other than the payment in full in cash of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Loan Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person. Each Loan Guarantor confirms that it is not a surety under any state law and shall not raise any such law as a defense to its obligations hereunder. The Agent may, at its election, act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Loan Guarantor under this Loan Guaranty, except to the extent the Guaranteed Obligations have been fully and paid in cash. To the fullest extent permitted by applicable law, each Loan Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Obligated Party or any security.

16.5 Rights of Subrogation. No Loan Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification that it has against any Obligated Party, or any collateral, until the Guaranteed Obligations have been Paid in Full.

16.6 Reinstatement; Stay of Acceleration. Notwithstanding any provisions herein to the contrary, if at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of the Borrower or otherwise, each Loan Guarantor's obligations under this Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Agent, the L/C Issuer and the Lenders are in possession of this Loan Guaranty. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of the Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Loan Guarantors forthwith on demand by the Agent.

16.7 Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Loan Guaranty, and agrees that neither the Agent, the L/C Issuer nor any Lender shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

16.8 Termination. Each of the Lenders and the L/C Issuer may continue to make loans or extend credit to the Borrower based on this Loan Guaranty until five days after it receives written notice of termination from any Loan Guarantor. Notwithstanding receipt of any such notice and subject to Section 16.10 of this Agreement, each Loan Guarantor will continue to be liable to the Lenders for any Guaranteed Obligations created, assumed or committed to prior to the fifth day after receipt of the notice, and all subsequent renewals, extensions, modifications and amendments with respect to, or substitutions for, all or any part of that Guaranteed Obligations.

16.9 Taxes. Each payment of the Guaranteed Obligations will be made by each Loan Guarantor without withholding for any Taxes, unless such withholding is required under Section 3.5 of this Agreement.

16.10 Maximum Liability. The provisions of this Loan Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Loan Guarantor under this Loan Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Loan Guarantor's liability under this Loan Guaranty, then, notwithstanding any other provision of this Loan Guaranty to the contrary, the amount of such liability shall, without any further action by the Loan Guarantors or the Agent, the L/C Issuer or any Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Loan Guarantor's "Maximum Liability"). This Section with respect to the Maximum Liability of each Loan Guarantor is intended solely to preserve the rights of the Agent, the L/C Issuer and the Lenders to the maximum extent not subject to avoidance under applicable law, and no Loan Guarantor nor any other Person shall have any

right or claim under this Section with respect to such Maximum Liability, except to the extent necessary so that the obligations of any Loan Guarantor hereunder shall not be rendered voidable under applicable law. Each Loan Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Loan Guarantor without impairing this Loan Guaranty or affecting the rights and remedies of the Agent, the L/C Issuer or the Lenders hereunder, provided that nothing in this sentence shall be construed to increase any Loan Guarantor's obligations hereunder beyond its Maximum Liability.

16.11 Contribution. In the event any Loan Guarantor (a "Paying Guarantor") shall make any payment or payments under this Loan Guaranty or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations under this Loan Guaranty, each other Loan Guarantor (each a "Non-Paying Guarantor") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's "Applicable Percentage" of such payment or payments made, or losses suffered, by such Paying Guarantor. For purposes of this Article XVI, each Non-Paying Guarantor's "Applicable Percentage" with respect to any such payment or loss by a Paying Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (i) such Non-Paying Guarantor's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Guarantor's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Guarantor from the Borrower after the date hereof (whether by loan, capital infusion or by other means) to (ii) the aggregate Maximum Liability of all Loan Guarantors hereunder (including such Paying Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any Loan Guarantor, the aggregate amount of all monies received by such Loan Guarantors from the Borrower after the date hereof (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Loan Guarantor's several liability for the entire amount of the Guaranteed Obligations (up to such Loan Guarantor's Maximum Liability). Each of the Loan Guarantors covenants and agrees that its right to receive any contribution under this Loan Guaranty from a Non-Paying Guarantor shall be subordinate and junior in right of payment to the payment in full in cash of the Guaranteed Obligations. This provision is for the benefit of all of the Agent, the L/C Issuer, the Lenders and the Loan Guarantors and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

16.12 Liability Cumulative. The liability of each Loan Party as a Loan Guarantor under this Article XVI is in addition to and shall be cumulative with all liabilities of each Loan Party to the Agent, the L/C Issuer and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

16.13 Keepwell. Without limiting anything in this Article XVI, each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time to each Loan Guarantor that is not an "eligible contract participant" under the Commodity Exchange Act at the time the guarantee under this Article XVI becomes effective with respect to any Swap Obligation, to honor all of the Obligations of such Loan Guarantor under this Article XVI in respect of such Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 16.13 for the maximum amount of such liability that can be hereby incurred without rendering its undertaking under this Section 16.13, or otherwise under this Article XVI, voidable under applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The undertaking of each Qualified ECP Guarantor under this Section 16.13 shall remain in full force and effect until termination of the Commitments and payment in full of all Loans and other Obligations. Each Qualified ECP Guarantor intends that this Section 16.13 constitute, and this Section 16.13 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Loan Guarantor that would otherwise not constitute an "eligible contract participant" under the Commodity Exchange Act.

16.14 Entire Agreement. This Loan Guaranty supersedes all prior written and oral agreements and understandings, if any, regarding the subject matter of this Loan Guaranty; provided, however, this Loan Guaranty is in addition to and does not replace, cancel, modify or affect any other guaranty of Loan Guarantor now or hereafter held by Bank that relates to Borrower and different indebtedness.

16.15 Texas Pawnshop Act. Notwithstanding anything to the contrary contained in this Article XVI, any other provision of this Agreement or any other Loan Document, to the extent required by applicable law, Agent and Lenders hereby agree to subordinate any rights and/or claims they may have against the current assets (as such term is defined in the Texas Pawnshop Act) of any Loan Party in order for such Loan Party to meet the net asset requirement of the Texas Pawnshop Act.

ARTICLE XVII.

STATUTE OF FRAUDS NOTICE

17.1 ENTIRE AGREEMENT – SECTION 26.02 NOTICE. IN ACCORDANCE WITH SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE, THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TOGETHER CONSTITUTE A WRITTEN AGREEMENT AND REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Borrower, the Lenders and the Agent have executed this Agreement as of the date first above written.

LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent and a Lender

By: ______________________________
Name: ____________________________
Title: _____________________________

Address for Notices:

1525 W W.T. Harris Blvd
1st Floor
Charlotte, North Carolina 28262-8522
Attention: Syndication Agency Services
Fax: (704) 715-0017
Email: agencyservices.requests@wellsfargo.com

LENDERS:

[_______],
as a Lender

By: ______________________
Name: ______________________
Title: ______________________

Address for Notices:

[address]
Attention: [_____]
Phone: [_____]
Fax: [_____]

BORROWER: **FIRSTCASH, INC.**

By: ______________________________
Name: Rick L. Wessel
Title: President

1600 West 7th Street
Fort Worth, TX 76102
Attention: Rick L. Wessel
Phone: (817) 335-1100
Fax: (817) 461-7019

LOAN GUARANTORS:

FAMOUS PAWN, INC.,
a Maryland corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS CO, INC.,
a Colorado corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS CORP.,
a Delaware corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

LOAN GUARANTORS (CONT'D):

PAWN TX, INC.,
a Texas corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

LTS, INCORPORATED,
a Colorado corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

LOAN GUARANTORS (CONT'D):

MISTER MONEY — RM, INC.,
a Colorado corporation

By: ______________________
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS SC, INC., a South Carolina corporation

By: ______________________
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS NC, INC., a North Carolina corporation

By: ______________________
Name: Rick L. Wessel
Title: Chief Executive Officer

FRONTIER MERGER SUB, LLC (S/B/M CASH AMERICA INTERNATIONAL, INC.), a Texas limited liability company

By: FIRSTCASH, INC. (F/K/A FIRST CASH FINANCIAL SERVICES, INC.), its sole member

By: ______________________
Name: Rick L. Wessel
Title: Chief Executive Officer

LOAN GUARANTORS (CONT'D):

CASH AMERICA CENTRAL, INC., a Tennessee corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA EAST, INC., a Florida corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA HOLDING, INC., a Delaware corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA MANAGEMENT L.P., a Delaware limited partnership

By: CASH AMERICA HOLDING, INC., its general partner

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA PAWN L.P., a Delaware limited partnership

By: CASH AMERICA HOLDING, INC., its general partner

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

<u>LOAN GUARANTORS (CONT’D)</u>:

CASH AMERICA WEST, INC., a Nevada corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA, INC., a Delaware corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA, INC. OF ILLINOIS, an Illinois corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA, INC. OF LOUISIANA, a Delaware corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA, INC. OF NORTH CAROLINA, a North Carolina corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

LOAN GUARANTORS (CONT'D):

CASH AMERICA, INC. OF OKLAHOMA, an Oklahoma corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA INTERNET SALES, INC., a Delaware corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

CASH AMERICA OF MISSOURI, INC., a Missouri corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

CASHLAND FINANCIAL SERVICES, INC., a Delaware corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

CSH HOLDINGS LLC, a Delaware limited liability company

By: FRONTIER MERGER SUB, LLC (S/B/M CASH AMERICA INTERNATIONAL, INC.), its sole member

By: FIRSTCASH, INC. (F/K/A FIRST CASH FINANCIAL SERVICES, INC.), its sole member

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

GEORGIA CASH AMERICA, INC., a Georgia corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

LOAN GUARANTORS (CONT'D):

FIRST CASH, INC., a Nevada corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS OK, INC., an Oklahoma corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS MO, INC., a Missouri corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

FCFS IN, INC., an Indiana corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

LOAN GUARANTORS (CONT'D):

FCFS KY, INC., a Kentucky corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

LWC, LLC, a Kentucky corporation

By: ______________________________
Name: Rick L. Wessel
Title: Chief Executive Officer

Address for Notices for all Loan Guarantors:

1600 W. 7th Street
Fort Worth, TX 76102
Attention: Rick L. Wessel
Phone: (817) 335-1100
Fax: (817) 461-7019

Exhibit 99.1

For immediate Release:

FirstCash Announces Upsize and Pricing of $550 Million Senior Notes Due 2030 to Fund Part of its Acquisition of American First Finance

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Fort Worth, Texas (December 9, 2021) — FirstCash, Inc. (the "Company") (Nasdaq: FCFS) today announced that it has upsized and priced its previously announced private offering (the "Offering") of $550 million in aggregate principal amount of senior notes due 2030 (the "Notes"), representing an increase of $25 million in aggregate principal amount from the previously announced proposed offering size. The Notes will pay interest semi-annually at a rate of 5.625% per annum payable on January 1 and July 1 of each year beginning on July 1, 2022. The Notes will be unsecured senior obligations of the Company. The Offering is expected to close on December 13, 2021, subject to the satisfaction of customary closing conditions.

The Company intends to use the proceeds from the Offering to finance the cash consideration of the previously announced pending acquisition (the "Acquisition") of American First Finance Inc. ("AFF"), repay in full the outstanding debt under AFF's credit facility, to pay fees, costs and expenses incurred in connection with the Acquisition and the Offering and the remainder (if any) to repay a portion of the borrowings under the Company's senior unsecured revolving credit facility. The Offering is not contingent on the closing of the Acquisition or any debt financing. However, in the event that (i) the Acquisition is not consummated on or prior to March 31, 2022 (the "Outside Date") or (ii) the Company notifies BOKF, NA, which is serving as trustee for the Notes, of its abandonment or termination of the business combination agreement dated as of October 27, 2021, as amended, by and among the Company, AFF and the other parties thereto, or its determination that the Acquisition will not be consummated by the Outside Date, the Notes will be subject to a special mandatory redemption at a price equal to 100% of the initial issue price of the Notes plus accrued and unpaid interest from the date of the issuance of the Notes to, but excluding, the date of such special mandatory redemption.

The Notes are being offered in a private placement, solely to persons reasonably believed to be qualified institutional buyers in reliance on the exemption from registration provided by Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), or outside the United States to persons other than "U.S. persons" in reliance on Regulation S under the Securities Act. The Notes have not been registered under the Securities Act or the securities laws of any other jurisdiction and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements.

This notice does not constitute an offer to sell the Notes, nor a solicitation for an offer to purchase the Notes, in any jurisdiction in which such offer or solicitation would be unlawful.

Forward-Looking Information

This release contains forward-looking statements, including statements about the Offering and the intended use of the net proceeds thereof. Forward-looking statements, as that term is defined in the Private Securities Litigation Reform Act of 1995, can be identified by the use of forward-looking terminology such as "believes," "projects," "expects," "may," "estimates," "should," "plans," "targets," "intends," "could," "would," "will," "anticipates," "potential," "confident," "optimistic," or the negative thereof, or other variations thereon, or comparable terminology, or by discussions of strategy, objectives, estimates, guidance, expectations and future plans. Forward-looking statements can also be identified by the fact these statements do not relate strictly to historical or current matters. Rather, forward-looking statements relate to anticipated or expected events, activities, trends or results. Because forward-looking statements relate to matters that have not yet occurred, these statements are inherently subject to risks and uncertainties. The forward looking statements contained in this release include, without limitation, statements related to: the expected timing, size, terms and the Company's ability to complete the Offering and any debt financing; the Company's anticipated use of proceeds from the Offering; and the completion of the planned Acquisition and the timing and financing thereof.

These forward-looking statements are made to provide the public with management's current expectations with regard to the planned Acquisition, the Offering and the intended use of the net proceeds thereof. Although the Company believes the expectations reflected in forward-looking statements are reasonable, there can be no assurances such expectations will prove to be accurate. Security holders are cautioned that such forward-looking statements involve risks and uncertainties. Certain factors may cause results to differ materially from those anticipated by the forward-looking statements made in this release. Such factors may include, without limitation, risks associated with the CFPB lawsuit filed against the Company, including the incurrence of meaningful expenses, reputational damage, monetary damages and other penalties; with acquisitions generally, such as the inability to obtain, or delays in obtaining, required approvals under applicable anti-trust legislation and other regulatory and third party consents and approvals; potential volatility in the capital markets and impact on the ability to complete the proposed debt financing necessary to satisfy the purchase price; failure to retain key management and employees of AFF; issues or delays in the successful integration of AFF operations with those of the Company, including incurring or experiencing unanticipated costs and/or delays or difficulties; unfavorable reaction to the acquisition by customers, competitors, suppliers and employees; the Company's ability to consummate the Offering and the risks, uncertainties and regulatory developments (1) related to the COVID-19 pandemic, which include risks and uncertainties related to the current unknown duration of the COVID-19 pandemic, the impact of governmental responses that have been, and may in the future be, imposed in response to the pandemic, including stimulus programs which could adversely impact lending demand, vaccine mandates which could have an adverse impact on the Company's ability to retain its employees and regulations which could adversely affect the Company's ability to continue to fully operate, potential changes in consumer behavior and shopping patterns which could impact demand for both the Company's pawn loan and retail products, labor shortages, the deterioration in the economic conditions in the United States and Latin America which potentially could have an impact on discretionary consumer spending, and currency fluctuations, primarily involving the Mexican peso and (2) discussed and described in (i) the Company's Annual Report on Form 10-K for the year ended December 31, 2020 and filed with the Securities and Exchange Commission (the "SEC") on February 1, 2021, including the risks described in Part 1, Item 1A, "Risk Factors" thereof, and (ii) in the other reports filed with the SEC, including the Company's Quarterly Report on Form 10-Q for the periods ended March 31, 2021, June 30, 2021 and September 30, 2021. Many of these risks and uncertainties are beyond the ability of the Company to control, nor can the Company predict, in many cases, all of the risks and uncertainties that could cause its actual results to differ materially from those indicated by the forward-looking statements. The forward-looking statements contained in this release speak only as of the date of this release, and the Company expressly disclaims any obligation or undertaking to report any updates or revisions to any such statement to reflect any change in the Company's expectations or any change in events, conditions or circumstances on which any such statement is based, except as required by law.

About FirstCash

FirstCash is the leading international operator of pawn stores with more than 2,800 retail pawn locations and approximately 16,000 employees in 25 U.S. states, the District of Columbia and four countries in Latin America including Mexico, Guatemala, Colombia and El Salvador. FirstCash focuses on serving cash and credit constrained consumers through its retail pawn locations, which buy and sell a wide variety of jewelry, electronics, tools, appliances, sporting goods, musical instruments and other merchandise, and make small consumer pawn loans secured by pledged personal property.

FirstCash is a component company in both the **Standard & Poor's MidCap 400 Index®** and the **Russell 2000 Index®**. FirstCash's common stock (ticker symbol "**FCFS**") is traded on the Nasdaq, the creator of the world's first electronic stock market.