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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**March 24, 2016**  
Date of report (date of earliest event reported)

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**Surgery Partners, Inc.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdictions of  
incorporation or organization)

**001-37576**  
(Commission  
File Number)

**47-3620923**  
(I.R.S. Employer  
Identification Nos.)

**40 Burton Hills Boulevard, Suite 500**  
**Nashville, Tennessee 37215**  
(Address of principal executive offices) (Zip Code)

**(615) 234-5900**  
(Registrant's telephone number, including area code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrants 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))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On March 24, 2016, SP Holdco I, Inc. and Surgery Center Holdings, Inc. (each an indirectly wholly-owned subsidiary of Surgery Partners, Inc.) along with certain other indirectly wholly-owned entities (the “Guarantors,” and together with SP Holdco I, Inc. and Surgery Center Holdings, Inc., the “Subsidiaries”) that each guarantee the First Lien Credit Agreement (as defined herein) entered into an amendment (the “Incremental Term Loan Amendment”) to the First Lien Credit Agreement, dated as of November 3, 2014 (as amended, the “First Lien Credit Agreement”), by and among the Subsidiaries, the Incremental Lenders, Jefferies Finance LLC, as the Administrative Agent and the Collateral Agent thereunder, and Jefferies Finance LLC, as Issuing Bank (as amended, restated, amended and restated, supplemented or otherwise modified from time to time). The Incremental Term Loan Amendment amends the First Lien Credit Agreement to increase certain lenders’ commitments to Surgery Center Holdings, Inc. and enables Surgery Center Holdings, Inc. to obtain an incremental term loan in an aggregate principal amount of \$80 million pursuant to the terms of the First Lien Credit Agreement and the Incremental Term Loan Amendment. Capitalized terms used in this description but not defined herein have the meanings given to them in the First Lien Credit Agreement, as amended by the Incremental Term Loan Amendment. A copy of the Incremental Term Loan Amendment is attached as Exhibit 10.1 to this Current Report on Form 8-K.

On March 28, 2016, Surgery Center Holdings, Inc. (the “Issuer”), entered into a purchase agreement with the representatives of certain initial purchasers, relating to the issuance and sale of \$400 million in gross proceeds of the Issuer’s 8.875% senior unsecured notes due 2021. The net proceeds from the notes offering will be used to repay the borrowings outstanding under the Issuer’s senior secured second lien credit facility, to repay the outstanding balance on its revolving credit facility, to pay fees and expenses associated with the notes offering and for general corporate purposes. The consummation of the notes offering is subject to market and other conditions.

**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 the first paragraph of Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

**Item 8.01 Other Events.**

On March 29, 2016, Surgery Partners, Inc. issued a press release announcing the pricing of the notes offering. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Lien Incremental Term Loan Amendment and Consent, dated as of March 24, 2016, by and among SP Holdco I, Inc., Surgery Center Holdings, Inc., Jefferies Finance LLC and the other guarantors and lenders party thereto
99.1	Press release dated March 29, 2016

**SIGNATURES**

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

**Surgery Partners, Inc.**

By: /s/ Michael T. Doyle  
Michael T. Doyle  
Chief Executive Officer

Date: March 29, 2016

**EXHIBIT INDEX**

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99.1	Press release dated March 29, 2016

**FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT AND CONSENT**

This FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT AND CONSENT (this "Amendment"), dated as of March 24, 2016, by and among Surgery Center Holdings, Inc., a Delaware corporation (the "Borrower"), SP Holdco I, Inc. ("Holdings"), the other Guarantors party hereto, the Lenders party hereto (the "Consenting Lenders") and Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent" or, as Administrative Agent or Collateral Agent, "Agent").

## WITNESSETH:

**WHEREAS**, the Borrower, Holdings, Guarantors, Lenders and Agent, among others, are parties to that certain First Lien Credit Agreement, dated as of November 3, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, the Borrower has requested that the Lenders amend, and the Consenting Lenders have agreed to so amend, Section 2.19 of the Credit Agreement to provide the Borrower with the ability to incur additional Incremental Term Loans under Section 2.19 of the Credit Agreement in an additional aggregate principal amount of \$50,000,000;

**WHEREAS**, pursuant to and in accordance with Section 2.19 of the Credit Agreement (as amended pursuant to this Amendment, the "Amended Credit Agreement"), (i) the Borrower has requested Incremental Term Loans in an aggregate principal amount of \$80,000,000 and (ii) the 2016 Incremental Term Lenders and the Administrative Agent have agreed, upon the terms and subject to the conditions set forth herein, that the 2016 Incremental Term Lenders will make Incremental Term Loans in the form of 2016 Incremental Term Loans;

**WHEREAS**, this Amendment is an Incremental Amendment under and as defined in Section 2.19 of the Credit Agreement; and

**WHEREAS**, Agent and the Consenting Lenders are willing, on the terms and subject to the conditions set forth below, to enter into the amendments, modifications and agreements set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed thereto in the Amended Credit Agreement.

2. Amendments. Subject to the satisfaction of the conditions precedent set forth in Section 5 below, the Borrower, Holdings, the Consenting Lenders and Agent hereby agree as follows:

a) Section 1.01 of the Credit Agreement is hereby amended by adding the following defined terms in correct alphabetical order:

**“Second Incremental Amendment”** shall mean the First Lien Incremental Term Loan Amendment and Consent dated as of March 24, 2016, by and among the Borrower, the Guarantors, the 2016 Incremental Term Lenders, the other Lenders party thereto and the Administrative Agent.

**“Second Incremental Amendment Date”** shall mean the date on which all the conditions precedent set forth in Section 5 of the Second Incremental Amendment shall have been satisfied or waived in accordance with the terms thereof.

**“2016 Incremental Term Lender”** shall mean any Lender having a 2016 Incremental Term Loan Commitment and/or a 2016 Incremental Term Loan outstanding hereunder.

**“2016 Incremental Term Loan Commitment”** shall mean, with respect to each Lender, the commitment, if any, of such Lender to make a 2016 Incremental Term Loan hereunder, expressed as an amount representing the maximum principal amount of the 2016 Incremental Term Loan to be made by such Lender hereunder, as such commitment may be reduced or increased from time to time pursuant to (i) assignments by or to such Lender pursuant to an Assignment and Acceptance, (ii) an Incremental Amendment, (iii) a Refinancing Amendment or (iv) an Extension Amendment. The initial amount of each Lender’s 2016 Incremental Term Loan Commitment is set forth on Schedule 2.01(A) under the caption “2016 Incremental Term Loan Commitment” or, otherwise, in the Assignment and Acceptance, Incremental Amendment or Refinancing Amendment pursuant to which such Lender shall have assumed its 2016 Incremental Term Loan Commitment, as the case may be. The initial aggregate amount of the 2016 Incremental Term Loan Commitments as of the Second Incremental Amendment Date is \$80,000,000.

**“2016 Incremental Term Loans”** shall mean the incremental term loans made by the 2016 Incremental Term Lenders on the Second Incremental Amendment Date to the Borrower pursuant to Section 2.01(a)(ii).

**“2021 Unsecured Notes”** means the senior unsecured notes due 2021 issued by the Borrower on or around March 31, 2016 in an initial aggregate principal amount not to exceed \$425,000,000.

b) Section 1.01 of the Credit Agreement is hereby amended by amending and restating the following definitions as follows:

**“Lead Arrangers”** shall mean (i) in connection with the Closing Date and the Initial Term Loans, the Lead Arrangers (as defined in this Agreement prior to effectiveness of the Second Incremental Amendment) and (ii) in connection with the Second Incremental Amendment and the 2016 Incremental Term Loans, Jefferies Finance LLC in its capacity as lead arranger and sole bookrunner.

“**Term Loan Maturity Date**” shall mean (i) with respect to the Initial Term Loans borrowed on the Closing Date that have not been extended pursuant to Section 2.21, November 3, 2020 (the “**Original Term Loan Maturity Date**”), (ii) with respect to any tranche of Extended Term Loans, the final maturity date as specified in the applicable Extension Amendment, (iii) with respect to any Other Term Loans that have not been extended pursuant to Section 2.21, the final maturity date as specified in the applicable Refinancing Amendment, (iv) with respect to the 2016 Incremental Term Loans that have not been extended pursuant to Section 2.21, the Original Term Loan Maturity Date, and (v) with respect to any other Incremental Term Loans that have not been extended pursuant to Section 2.21, the final maturity date as specified in the applicable Incremental Amendment; *provided* that, if any such day is not a Business Day, the applicable Term Loan Maturity Date shall be the Business Day immediately succeeding such day.

c) Section 1.01 of the Credit Agreement is hereby amended by adding the following sentence to the end of the definition of “Permitted Refinancing”:

Notwithstanding the foregoing, the incurrence of Indebtedness under the 2021 Unsecured Notes shall be deemed to be a “Permitted Refinancing” of the Second Lien Term Loans, so long as all or any portion of the proceeds thereof shall be used to repay in full all outstanding Indebtedness under the Second Lien Term Loans.

d) Section 2.01 of the Credit Agreement is hereby amended by adding the following sentence to the definition of “Class” therein:

Notwithstanding any provision herein to the contrary, the Initial Term Loans and the 2016 Incremental Term Loans shall be deemed to be, and treated as, part of a single Class of Term Loans for all purposes hereof, including for any purposes of any determination of Required Class Lenders and the application of repayments or prepayments to the Term Loan.

e) Section 2.01 of the Credit Agreement is hereby amended by amending and restating clause (a) thereof as follows:

(a) each Term Lender agrees, severally and not jointly, to (i) make an Initial Term Loan to the Borrower on the Closing Date in a principal amount not to exceed the initial amount of such Term Lender’s Term Loan Commitment (if any) and (ii) make a 2016 Incremental Term Loan to the Borrower on the Second Incremental Amendment Date in a principal amount not to exceed its 2016 Incremental Term Loan Commitment (if any); and

f) Section 2.09 of the Credit Agreement is hereby amended by amending and restating clause (a) thereof as follows:

(a) The Term Loan Commitments for the Initial Term Loans in effect on the Closing Date shall automatically terminate upon the making of the Initial Term Loans on the Closing Date. The 2016 Incremental Term Loan Commitments for the 2016 Incremental Term Loans in effect on the Second Incremental Amendment Date shall automatically terminate upon the making of the 2016 Incremental Term Loans on the Second Incremental Amendment Date. The Revolving Commitments and the LC Commitment shall automatically terminate on the Revolving Maturity Date.

g) Section 2.11 of the Credit Agreement is hereby amended by amending and restating clause (a) thereof as follows:

(a)(i) The Borrower shall repay to the Administrative Agent for the ratable account of the applicable Term Lenders (A) on the last Business Day of each March, June, September and December, commencing with March 31, 2015, an amount equal to 0.25% of the aggregate principal amount of the Initial Term Loans outstanding on the Closing Date (which payments shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Sections 2.12 and 2.13 or, if applicable, Section 10.04(m)(vi) and as a result of the conversion of Initial Term Loans to Extended Term Loans or the refinancing of Initial Term Loans with Credit Agreement Refinancing Indebtedness) and (B) on the Term Loan Maturity Date for the Initial Term Loans, the aggregate principal amount of all Initial Term Loans outstanding on such date, together with, in the case of each of clauses (A) and (B), accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment. Upon the conversion of Initial Term Loans to Extended Term Loans or the refinancing of Initial Term Loans with Credit Agreement Refinancing Indebtedness, all amortization payments shall be reduced ratably by the aggregate principal amount of the Initial Term Loans so converted or refinanced.

(ii) The Borrower shall repay to the Administrative Agent for the ratable account of the applicable Term Lenders (A) on the last Business Day of each March, June, September and December, commencing with June 30, 2016, an amount equal to 0.25% of the aggregate principal amount of the 2016 Incremental Term Loans outstanding on the Second Incremental Amendment Date (which payments shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Sections 2.12 and 2.13 or, if applicable, Section 10.04(m)(vi) and as a result of the conversion of 2016 Incremental Term Loans to Extended Term Loans or the refinancing of 2016 Incremental Term Loans with Credit Agreement Refinancing Indebtedness) and (B) on the Term Loan Maturity Date for the 2016 Incremental Term Loans, the aggregate principal amount of all 2016 Incremental Term Loans outstanding on such date, together with, in the case of each of clauses (A) and (B), accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment. Upon the conversion of 2016 Incremental Term Loans to Extended Term Loans or the refinancing of 2016 Incremental Term Loans with Credit Agreement Refinancing Indebtedness, all amortization payments shall be reduced ratably by the aggregate principal amount of the 2016 Incremental Term Loans so converted or refinanced.



(iii) The Borrower shall repay Incremental Term Loans (other than the 2016 Incremental Term Loans), Extended Term Loans and Other Term Loans in such amounts and on such date or dates as shall be specified therefor in the applicable Incremental Amendment, Term Loan Extension Offer or Refinancing Amendment.

h) Section 2.12 of the Credit Agreement is hereby amended by replacing “the one-year anniversary of the Closing Date” therein with “the six-month anniversary of the Second Incremental Amendment Date”.

i) Section 2.19(a) of the Credit Agreement is hereby amended by replacing “\$100,000,000” therein with “\$150,000,000”.

j) Section 7.01 of the Credit Agreement is hereby amended by amending and restating clause (bb) thereof as follows:

(bb) [Reserved];

k) Section 7.03(g) of the Credit Agreement is hereby amended by restating the first parenthetical therein as follows:

(except for Liens permitted by Section 7.01(w))

l) Section 7.03 of the Credit Agreement is hereby amended by amending and restating clause (m) thereof as follows:

(m) [Reserved];

m) Section 7.03(s) of the Credit Agreement is hereby amended by replacing “\$100,000,000” therein with “\$150,000,000”.

n) The Credit Agreement is hereby amended by inserting thereto the Schedule 2.01(A) attached hereto.

o) For the avoidance of doubt, (i) the 2016 Incremental Term Loans shall be deemed to be “Loans”, “Incremental Term Loans” and “Term Loans”, (ii) each 2016 Incremental Term Lender shall be deemed to be a “Lender”, an “Incremental Term Lender” and a “Term Lender”, (iii) the 2016 Incremental Term Loan Commitments shall be deemed to be a “Term Loan Commitment”, and (iv) this Amendment shall be deemed to be an “Incremental Amendment” and a “Loan Document”, in each case for all purposes of the Amended Credit Agreement and the other Loan Documents.

3. Joinder. Each 2016 Incremental Term Lender acknowledges and agrees that, from and after the Effective Date, such 2016 Incremental Term Lender commits to provide its 2016 Incremental Term Loan Commitment, as set forth on Schedule 2.01(A) attached hereto on the terms and subject to the conditions set forth herein, shall be a “Term Lender” and “Lender” under, and for all purposes of, the Amended Credit Agreement and the other Loan Documents, and shall be subject to and bound by the terms thereof, and shall perform all the obligations of and shall have all the rights of a Lender thereunder.

4. Representations and Warranties. In order to induce the other parties hereto to enter into this Amendment in the manner provided herein, each of Holdings, the Borrower and each Guarantor represents and warrants to the other parties hereto that the following statements are true and correct in all material respects (provided that any representation and warranty that is qualified by “materiality,” “material adverse effect” or similar language shall be true and correct in all respects (after giving effect to any such qualification therein)):

a) each of the representations and warranties contained in Article 5 of the Credit Agreement and in each other Loan Document are true and correct in all material respects (provided that any representation and warranty that is qualified by “materiality,” “material adverse effect” or similar language is true and correct in all respects (after giving effect to any such qualification therein)) on and as of the Effective Date (as defined below) with the same effect as though made on and as of the Effective Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties are true and correct in all material respects (or if any such representation and warranty is qualified by “materiality,” “material adverse effect” or similar language, such representation and warranty is true and correct in all respects (after giving effect to any such qualification therein)) on and as of such earlier date); and

b) as of the date hereof and immediately after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

5. Conditions to Effectiveness. The effectiveness of this Amendment is subject to the satisfaction of the following conditions (the time at which all such conditions are so satisfied is referred to herein as the “Effective Date”):

a) the Agent shall have received a certificate executed by a Responsible Officer of the Borrower, certifying that, as of the Effective Date, (i) each of the representations and warranties made by the Loan Parties set forth in this Amendment, in Article 5 of the Credit Agreement and in all other Loan Documents are true and correct in all material respects (provided that any representation and warranty that is qualified by “materiality,” “material adverse effect” or similar language shall be true and correct in all respects (after giving effect to any such qualification therein)) on and as of the Effective Date with the same effect as though made on and as of the Effective Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects (or if any such representation and warranty is qualified by “materiality,” “material adverse effect” or similar language, shall be true and correct in all respects (after giving effect to any such qualification therein)) on and as of such earlier date); (ii) after giving effect to this Amendment, no Default exists or would result from the incurrence of the 2016 Incremental Term Loan Commitments and 2016 Incremental Term Loans contemplated by this Amendment or the application of the proceeds therefrom; (iii) the proceeds of the 2016 Incremental Term Loans shall be used to fund (A) the purchase

price associated with certain Permitted Acquisitions disclosed to the Lead Arrangers and the 2016 Incremental Term Lenders prior to the Effective Date and (B) fees and expenses incurred in connection therewith (including any upfront fees and original issue discount); and (iv) this Amendment is effected in accordance with the terms of Sections 2.19 and 10.08 of the Amended Credit Agreement;

b) Holdings and the Borrower shall have paid to the Agent and the Lead Arrangers (i) all applicable fees and other amounts due and payable to the Agent and the Lead Arrangers (including all upfront fees due and payable to the Lead Arrangers on behalf of the 2016 Incremental Term Lenders (or original issue discount in lieu thereof)) on or prior to the Effective Date, as separately agreed to by the Borrower, the Agent and the Lead Arrangers, and (ii) all costs and expenses due and payable under Section 10 of this Amendment;

c) the Agent shall have received, on behalf of itself, the Collateral Agent and the 2016 Incremental Term Lenders, an opinion of (i) Ropes & Gray LLP, counsel for the Loan Parties, and (ii) each local counsel for the Loan Parties listed on Schedule 4.02(d) to the Credit Agreement (or other local counsel reasonably acceptable to the Agent), in each case, dated the Effective Date and addressed to the Agent, the Collateral Agent and the 2016 Incremental Term Lenders substantially in the form previously provided to the Agent in connection with the First Lien Incremental Amendment, dated as of October 7, 2015, by and among the Borrower, Holdings, the other guarantors party thereto, the Agent, and the other agents and lenders party thereto;

d) the Agent shall have received (i) a certificate as to the good standing of each Loan Party as of a recent date; (ii) a certificate of the Secretary or Assistant Secretary of each Loan Party dated the Effective Date and certifying (A) that attached thereto is a copy of the certificate or articles of incorporation or organization or certificate of formation, including all amendments thereto, of each Loan Party, certified as of a recent date by the Secretary of State of the state of its organization, or in the alternative, certifying that such certificate or articles of incorporation or organization or certificate of formation has not been amended since the Closing Date, (B) that attached thereto is a true and complete copy of the by-laws or operating (or limited liability company) agreement of such Loan Party as in effect on the Effective Date and at all times since a date prior to the date of the resolutions described in clause (C) below (or that the by-laws or operating (or limited liability company) agreement of such Loan Party has not been amended or otherwise modified since the delivery of such documents on the Closing Date or the First Incremental Amendment Date), (C) that attached thereto is a true and complete copy of resolutions duly adopted by the board of directors (or equivalent governing body) of such Loan Party authorizing the execution, delivery and performance of the Amendment and, in the case of the Borrower, the borrowings and/or incurrence of the 2016 Incremental Term Loan Commitments and 2016 Incremental Term Loans hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect and (D) as to the incumbency and specimen signature of each officer executing any Loan Document or any other document delivered in connection herewith on behalf of such Loan Party; and (iii) a certificate of another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary executing the certificate pursuant to clause (ii) above;

e) the Agent shall have received counterparts of this Amendment duly executed by Holdings, the Borrower, each other Guarantor, the Administrative Agent, the Collateral Agent, Lenders constituting the Required Lenders and the 2016 Incremental Term Lenders;

f) the Agent shall have received a Note executed by the Borrower in favor of each 2016 Incremental Term Lender that has requested a Note at least three Business Days in advance of the Effective Date;

g) the Agent shall have received a solvency certificate, substantially in the form set forth in Exhibit H to the Credit Agreement, from the chief financial officer or other officer with equivalent duties of Holdings, or in lieu thereof at the option of the Borrower, an opinion of a nationally recognized valuation firm as to the solvency (on a consolidated basis) of Holdings and its respective Subsidiaries as of the Effective Date;

h) the Administrative Agent shall have received a request for a Credit Extension (which may be conditioned on the effectiveness of this Amendment) in accordance with the requirements of the Amended Credit Agreement;

i) the Agent shall have received, at least three days prior to the Effective Date, all documentation and other information about the Borrower and the Guarantors required under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, that has been reasonably requested in writing at least five days prior to the Effective Date; and

j) Holdings and the Borrower shall have paid to the Agent a consent fee payable for the account of each Lender that delivers a consent to this Amendment no later than 4:00 p.m. (New York City time) on March 21, 2016 (a "Voting Lender") equal to 0.125% of the aggregate principal amount of such Voting Lender's outstanding Term Loans and Revolving Commitments as of the Effective Date (without giving effect to this Amendment).

#### 6. Acknowledgement.

a) The Borrower and each Guarantor hereby confirm that each Loan Document to which it is a party or otherwise bound and all Collateral encumbered thereby will continue to guarantee or secure, as the case may be, to the fullest extent possible in accordance with the Loan Documents the payment and performance of all Obligations and Secured Obligations under each of the Loan Documents to which it is a party (in each case as such terms are defined in the applicable Loan Document).

b) The Borrower and each Guarantor acknowledge and agree that any of the Loan Documents to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment.

c) Each of the Borrower and each Guarantor hereby acknowledges that it has reviewed the terms and provisions of this Amendment and consents to the amendment of the Credit Agreement effected pursuant to this Amendment (including the 2016 Incremental Term Loan Commitments and 2016 Incremental Term Loans made by the 2016 Incremental Term Lenders) and acknowledges and agrees that each 2016 Incremental Term Lender (and any assignee thereof) is a "Lender" and a "Secured Party" for all purposes under the Loan Documents to which the Borrower or such Guarantor is a party.

d) Each Guarantor acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Guarantor is not required by the terms of the Credit Agreement or any other Loan Document to consent to the amendments to the Credit Agreement effected pursuant to this Amendment and (ii) nothing in the Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendments to the Credit Agreement.

e) The parties hereto agree and acknowledge that, for all purposes under the Credit Agreement and the other Loan Documents, this Amendment constitutes an Incremental Amendment contemplated by Section 2.19 of the Credit Agreement.

f) Each of the Borrower and each Guarantor hereby (i) acknowledges and agrees that all of its obligations under the Guarantees set out in the Amended Credit Agreement and any other guaranties in the Loan Documents to which it is a party are reaffirmed and remain in full force and effect on a continuous basis, (ii) reaffirms each Lien granted by each Loan Party to the Collateral Agent for the benefit of the Secured Parties and reaffirms the Guarantees made pursuant to the Amended Credit Agreement, (iii) acknowledges and agrees that the grants of security interests by and the Guarantees of the Loan Parties contained in the Amended Credit Agreement and the other Collateral Documents are, and shall remain, in full force and effect after giving effect to this Amendment, and (iv) agrees that the Obligations include, among other things and without limitation, the prompt and complete payment and performance by the Borrower when due and payable (whether at the stated maturity, by acceleration or otherwise) of principal and interest on, and premium (if any) on, the 2016 Incremental Term Loans under the Amended Credit Agreement. Nothing contained in this Amendment shall be construed as substitution or novation of the obligations outstanding under the Credit Agreement or the other Loan Documents, which shall remain in full force and effect, except to any extent modified hereby.

#### 7. GOVERNING LAW AND WAIVER OF JURY TRIAL.

a) THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

b) 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 AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE). 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 AMENDMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7(B).

8. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or other electronic imaging transmission shall be as effective as delivery of a manually executed counterpart of this Amendment.

9. Reference to and Limited Effect on the Credit Agreement and the Other Loan Documents.

a) On and after the Effective Date, (x) each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import referring to the Credit Agreement, and (B) each reference in the other Loan Documents to the “Credit Agreement”, “thereunder”, “thereof”, “therein” or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement after giving effect to this Amendment.

b) Except as specifically amended by this Amendment, the Credit Agreement and each of the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

c) The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Agent or Lender under, the Credit Agreement or any of the other Loan Documents.

d) Each of Holdings, the Borrower and each other Guarantor hereby (i) ratifies, confirms and reaffirms its liabilities, its payment and performance obligations (contingent or otherwise) and its agreements under the Credit Agreement and the other Loan Documents and (ii) acknowledges, ratifies and confirms that such liabilities,

obligations and agreements constitute valid and existing Obligations under the Credit Agreement, in each case, to the extent Holdings, the Borrower or such Guarantor, as applicable, is a party thereto. In addition, each of Holdings, the Borrower and each Guarantor hereby ratifies, confirms and reaffirms (i) the liens and security interests granted, created and perfected under the Collateral Documents and any other Loan Documents and (ii) that each of the Collateral Documents to which it is a party remain in full force and effect notwithstanding the effectiveness of this Amendment. Without limiting the generality of the foregoing, each of Holdings, the Borrower and each other Guarantor further agrees (A) that any reference to “Obligations” contained in any Collateral Documents shall include, without limitation, the “Obligations” as such term is defined in the Credit Agreement (as amended by this Amendment) and (B) that the related guarantees and grants of security contained in such Collateral Documents shall include and extend to such Obligations. This Amendment shall not constitute a modification of the Credit Agreement, except as specified under Section 2 hereto, or a course of dealing with Agent or any Lender at variance with the Credit Agreement such as to require further notice by Agent or any Lender to require strict compliance with the terms of the Credit Agreement and the other Loan Documents in the future, except as expressly set forth herein. This Amendment contains the entire agreement among Holdings, the Borrower, the other Guarantors, the Consenting Lenders and the 2016 Incremental Term Lenders contemplated by this Amendment. Neither Holdings nor the Borrower nor any other Guarantor has any knowledge of any challenge to Agent’s or any Lender’s claims arising under the Loan Documents or the effectiveness of the Loan Documents. Agent and Lenders reserve all rights, privileges and remedies under the Loan Documents. Nothing in this Amendment is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the Obligations or to modify, affect or impair the perfection, priority or continuation of the security interests in, security titles to or other Liens on any Collateral for the Obligations.

10. Expenses. The Borrower and Holdings agree, jointly and severally, to pay on demand all reasonable out-of-pocket costs and expenses incurred by the Agent and Lead Arrangers in connection with the preparation, negotiation and execution of this Amendment and the syndication of the 2016 Incremental Term Loans, including, without limitation, all Attorney Costs.

11. Severability. In the event any one or more of the provisions contained in this Amendment should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

12. Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or to be taken into consideration in interpreting, this Amendment.

13. Conflicts. In the event of any conflict between the terms of this Amendment and the terms of the Credit Agreement or any of the other Loan Documents, the terms of this Amendment shall govern.

*[SIGNATURE PAGES FOLLOW]*



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

**SURGERY CENTER HOLDINGS, INC.,**  
as Borrower

By: /s/ Michael T. Doyle  
Name: Michael T. Doyle  
Title: Chief Executive Officer

**SP HOLDCO I, INC.,**  
as Holdings

By: /s/ Michael T. Doyle  
Name: Michael T. Doyle  
Title: Chief Executive Officer

[SIGNATURE PAGE TO INCREMENTAL AMENDMENT]

**SUBSIDIARY GUARANTORS:**

**AMBULATORY RESOURCE CENTRES INVESTMENT  
COMPANY, LLC  
AMBULATORY RESOURCE CENTRES OF WASHINGTON, INC.  
AMBULATORY RESOURCE CENTRES OF WILMINGTON, INC.  
ANESTHESIOLOGY PROFESSIONAL SERVICES, INC.  
APS OF BRADENTON, LLC  
APS OF MERRITT ISLAND, LLC  
ARC DEVELOPMENT CORPORATION  
ARC FINANCIAL SERVICES CORPORATION  
ASC OF NEW ALBANY, LLC  
AUSTIN SURGICAL HOLDINGS, LLC  
BUSINESS IT SOLUTIONS OF TAMPA, INC.  
LOGAN LABORATORIES, LLC  
LUBBOCK SURGICENTER, INC.  
MEDICAL BILLING SOLUTIONS, LLC  
MIDWEST UNCUTS, INC.  
NEOSPINE SURGERY OF PUYALLUP, LLC  
NEOSPINE SURGERY, LLC  
NOVAMED ACQUISITION COMPANY, INC.  
NOVAMED ALLIANCE, INC.  
NOVAMED MANAGEMENT OF KANSAS CITY, INC.  
NOVAMED MANAGEMENT SERVICES, LLC  
NOVAMED OF BETHLEHEM, INC.  
NOVAMED OF DALLAS, INC.  
NOVAMED OF LEBANON, INC.  
NOVAMED OF SAN ANTONIO, INC.  
NOVAMED OF TEXAS, INC.**

By: /s/ Teresa F. Sparks  
Name: Teresa F. Sparks  
Title: Chief Financial Officer and Executive Vice President

[SIGNATURE PAGE TO INCREMENTAL AMENDMENT]

NOVAMED OF WISCONSIN, INC.  
NOVAMED, INC.  
PATIENT EDUCATION CONCEPTS INC.  
PHYSICIANS SURGICAL CARE, INC.  
PSC DEVELOPMENT COMPANY, LLC  
PSC OPERATING COMPANY, LLC  
REHABILITATION MEDICAL GROUP, INC.  
SAINT THOMAS COMPOUNDING LLC  
SARASOTA ANESTHESIA SERVICES, LLC  
SARC/ASHEVILLE, INC.  
SARC/CIRCLEVILLE, INC.  
SARC/FT. MYERS, INC.  
SARC/GEORGIA, INC.  
SARC/JACKSONVILLE, INC.  
SARC/KENT, LLC  
SARC/LARGO ENDOSCOPY, INC.  
SARC/LARGO, INC.  
SARC/PROVIDENCE, LLC  
SARC/ST. CHARLES, INC.  
SARC/VINCENNES, INC.  
SMBI DOCS, LLC  
SMBI GREAT FALLS, LLC  
SMBI HAVERTOWN, LLC  
SMBI IDAHO, LLC  
SMBI JACKSON, LLC  
SMBI LHH, LLC  
SMBI PORTSMOUTH, LLC  
SMBI STLWSC, LLC  
SMBIMS BIRMINGHAM, INC.  
SMBIMS DURANGO, LLC  
SMBIMS FLORIDA I, LLC

By: /s/ Teresa F. Sparks \_\_\_\_\_

Name: Teresa F. Sparks

Title: Chief Financial Officer and Executive Vice President

[SIGNATURE PAGE TO INCREMENTAL AMENDMENT]

SMBIMS GREENVILLE, LLC  
SMBIMS KIRKWOOD, LLC  
SMBIMS ORANGE CITY, LLC  
SMBIMS STEUBENVILLE, INC.  
SMBIMS WICHITA, LLC  
SMBISS BEVERLY HILLS, LLC  
SMBISS CHESTERFIELD, LLC  
SMBISS ENCINO, LLC  
SMBISS IRVINE, LLC  
SMBISS THOUSAND OAKS, LLC  
SP GEORGIA MANAGEMENT, LLC  
SP NORTH DAKOTA, LLC  
SP PRACTICE MANGEMENT, LLC  
SURGERY PARTNERS ACQUISITION COMPANY, INC.  
SURGERY PARTNERS OF CORAL GABLES, LLC  
SURGERY PARTNERS OF LAKE MARY, LLC  
SURGERY PARTNERS OF LAKE WORTH, LLC  
SURGERY PARTNERS OF MERRITT ISLAND, LLC  
SURGERY PARTNERS OF MILLENIA, LLC  
SURGERY PARTNERS OF NEW TAMPA, LLC  
SURGERY PARTNERS OF PARK PLACE, LLC  
SURGERY PARTNERS OF SARASOTA, LLC  
SURGERY PARTNERS OF SUNCOAST, LLC  
SURGERY PARTNERS OF WEST KENDALL, L.L.C.  
SURGERY PARTNERS OF WESTCHASE, LLC  
SURGERY PARTNERS, LLC  
SYMBION AMBULATORY RESOURCE CENTRES, INC.  
SYMBION ANESTHESIA SERVICES, LLC  
SYMBION HOLDINGS CORPORATION  
SYMBION, INC.

By: /s/ Teresa F. Sparks  
Name: Teresa F. Sparks  
Title: Chief Financial Officer and Executive Vice President

[SIGNATURE PAGE TO INCREMENTAL AMENDMENT]

**SP MANAGEMENT SERVICES, INC.  
TAMPA PAIN RELIEF CENTER, INC.  
TEXARKANA SURGERY CENTER GP, INC.  
UNIPHY HEALTHCARE OF JOHNSON CITY VI, LLC  
UNIPHY HEALTHCARE OF MAINE I, INC.  
VASC, INC.  
VILLAGE SURGICENTER, INC.**

By: /s/ Teresa F. Sparks  
Name: Teresa F. Sparks  
Title: Chief Financial Officer and Executive Vice President

[SIGNATURE PAGE TO INCREMENTAL AMENDMENT]

**JEFFERIES FINANCE LLC,**  
as Administrative Agent, Collateral Agent, Lender  
and 2016 Incremental Term Lender

By: /s/ J Paul McDonnell  
Name: J Paul McDonnell  
Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**15th Street Loan Funding LLC,**  
as a Lender  
By: Citibank, N.A.,

By: /s/ Lauri Pool  
Name: Lauri Pool  
Title: Associate Director

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**A Voce CLO, Ltd.,**

as a Lender

By: Invesco Senior Secured Management, Inc. as Collateral  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ABR Reinsurance LTD.,**

as a Lender

By: BlackRock Financial Management, Inc., its Investment  
Manager

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ACAS CLO 2014-1, Ltd.,**

as a Lender

By: American Capital CLO Management, LLC, its Manager

By: /s/ William Weiss

Name: William Weiss

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ACAS CLO 2015-1, Ltd.,**

as a Lender

By: American Capital CLO Management, LLC, its Collateral  
Manager

By: /s/ William Weiss

Name: William Weiss

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ACAS CLO 2015-2, Ltd.,**

as a Lender

By: American Capital CLO Management, LLC, its Collateral  
Manager

By: /s/ William Weiss

Name: William Weiss

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ACE American Insurance Company,**  
as a Lender

BY: T. Rowe Price Associates, Inc. as investment advisor

By: /s/ Brian Burns

Name: Brian Burns

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Ace European Group Limited,**

as a Lender

BY: BlackRock Financial Management, Inc., its Sub-Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ACE Property & Casualty Insurance Company,**  
as a Lender  
BY: BlackRock Financial Management, Inc., its Investment  
Advisor

By: /s/ Rob Jacobi  
Name: Rob Jacobi  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ACIS CLO 2013-1 LTD.,**  
as a Lender

By: /s/ Carter Chism  
Name: Carter Chism  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ACIS CLO 2013-2 LTD,**

as a Lender

By: Acis Capital Management, L.P., its Portfolio Manager

By: Acis Capital Management GP, LLC, its general partner

By: /s/ Carter Chism

Name: Carter Chism

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ACIS CLO 2014-3, Ltd.,**

as a Lender

By: Highland Capital Management, L.P., As Collateral  
Manager

By: /s/ Carter Chism

Name: Carter Chism

Title: Authorized Signatory

By:

Name:

Title:

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**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ACIS CLO 2014-4, Ltd.,**  
as a Lender

By: /s/ Carter Chism  
Name: Carter Chism  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ACIS CLO 2014-5, Ltd.,**  
as a Lender

By: /s/ Carter Chism  
Name: Carter Chism  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ACIS CLO 2015-6, Ltd,**  
as a Lender

By: /s/ Carter Chism  
Name: Carter Chism  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ACSF Funding I, LLC,**

as a Lender

By: American Capital ACSF Management, LLC, its Manager

By: /s/ William Weiss

Name: William Weiss

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Adirondack Park CLO Ltd.,**

as a Lender

BY: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ADVANCED SERIES TRUST - AST BLACKROCK  
GLOBAL STRATEGIES PORTFOLIO,**

as a Lender

BY: BlackRock Financial Management, Inc., its Sub-Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Aetna Health Inc.,**

as a Lender

BY: BlackRock Investment Management, LLC, Its  
Investment Manager

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Aetna Health Management, LLC,**

as a Lender

BY: BlackRock Investment Management, LLC, Its  
Investment Manager

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Aetna Life Insurance Company,**  
as a Lender  
BY: BlackRock Investment Management, LLC, Its  
Investment Manager

By: /s/ Rob Jacobi  
Name: Rob Jacobi  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**AG Diversified Income Master Fund, L.P.,**

as a Lender

BY: Angelo, Gordon & Co., L.P., as Fund Advisor

By: /s/ Maureen D' Alleva

Name: Maureen D' Alleva

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

AIMCO CLO, Series 2014-A,  
as a Lender

By: /s/ Chris Goergen

Name: Chris Goergen

Title: Authorized Signatory

By: /s/ Mark Pittman

Name: Mark Pittman

Title: Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

AIMCO CLO, Series 2015-A,  
as a Lender

By: /s/ Chris Goergen

Name: Chris Goergen

Title: Authorized Signatory

By: /s/ Mark Pittman

Name: Mark Pittman

Title: Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALJ Global Bank Loan Fund 2015 A SERIES TRUST OF  
MULTI MANAGER GLOBAL,**

as a Lender

By: /s/ Josephine Shin

Name: Josephine Shin

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Allied World Assurance Company Ltd**  
By: Crescent Capital Group LP, its adviser

as a Lender

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ATLAS SENIOR LOAN FUND VI, LTD.**

By: Crescent Capital Group LP, its adviser

as a Lender

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ATLAS SENIOR LOAN FUND V, LTD.**

By: Crescent Capital Group LP, its adviser

as a Lender

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ATLAS SENIOR LOAN FUND IV, LTD.**

By: Crescent Capital Group LP, its adviser

as a Lender

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**1199SEIU Health Care Employees Pension Fund**  
By: Crescent Capital Group LP, its advisor

as a Lender

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**TCW SENIOR SECURED LOAN FUND, LP**

By: Crescent Capital Group LP, its sub-adviser  
as a Lender

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ILLINOIS STATE BOARD OF INVESTMENT**

By: Crescent Capital Group LP, its adviser

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ATLAS SENIOR LOAN FUND III, LTD.**

By: Crescent Capital Group LP, its adviser

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ATLAS SENIOR LOAN FUND II, LTD.**

By: Crescent Capital Group LP, its adviser

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ATLAS SENIOR LOAN FUND, LTD.**

By: Crescent Capital Group LP, its adviser

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**AUCARA HEIGHTS INC.**

By: Crescent Capital Group LP, its sub-adviser

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**WEST BEND MUTUAL INSURANCE COMPANY**

By: Crescent Capital Group LP, its sub-adviser

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Crescent Capital High Income Fund B, L.P.**

By: Crescent Capital Group LP, its adviser

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Crescent Senior Secured Floating Rate Loan Fund, LLC**  
By: Crescent Capital Group LP, its adviser

By: /s/ John Hwang

Name: John Hwang

Title: Vice President

By: /s/ G. Wayne Hosang

Name: G. Wayne Hosang

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM V, Ltd.,**

as a Lender

By: Apollo Credit Management (CLO), LLC, as Collateral  
Manager

By: /s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM VI, Ltd.,**

as a Lender

By: Apollo Credit Management (CLO), LLC, as Collateral  
Manager

By: /s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM VII (R), Ltd.,**

as a Lender

By: Apollo Credit Management (CLO), LLC,  
as Collateral Manager

By: /s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM VII (R)-2, Ltd.,**

as a Lender

By: Apollo Credit Management (CLO), LLC,  
as Collateral Manager

By: /s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM VII, Ltd.,**

as a Lender

BY: Apollo Credit Management (CLO), LLC,  
as Collateral Manager

By: /s/ Joe Moronoey

Name: Joe Moronoey

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM VIII, Ltd.,**

as a Lender

BY: Apollo Credit Management (CLO), LLC, as Collateral  
Manager

By: /s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM X, LTD.,**

as a Lender

BY: Apollo Credit Management (CLO), LLC, as Collateral  
Manager

By: /s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM XI, Ltd.,**

as a Lender

By: Apollo Credit Management (CLO), LLC, as Collateral  
Manager

By: /s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM XII, Ltd.,**

as a Lender

By: Apollo Credit Management (CLO), LLC, as Collateral  
Manager

By: /s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM XIV, LTD.,**

as a Lender

BY: Apollo Credit Management (CLO), LLC, as its collateral  
manager

By: /s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM XVI, LTD.,**

as a Lender

by Apollo Credit Management (CLO), LLC,

as its collateral manager

By: /s/ Joseph Moroney

Name: Joseph Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM XVII, Ltd.,**

as a Lender

by Apollo Credit Management (CLO), LLC, as its collateral  
manager

By: /s/ Joseph Moroney

Name: Joseph Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM XVIII, LTD.,**

as a Lender

by Apollo Credit Management (CLO), LLC,

as its collateral manager

By: /s/ Joseph Moroney

Name: Joseph Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**American General Life Insurance Company,**  
as a Lender

By: Invesco Senior Secured Management, Inc. as Investment  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**American Home Assurance Company,**  
as a Lender

By: Invesco Senior Secured Management, Inc. as Investment  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**AMJ Bank Loan Fund SERIES 2 A SERIES TRUST OF  
MULTI MANAGER GLOBAL INVESTMENT TRUST,**  
as a Lender

By: /s/ Jamie Donsky  
Name: Jamie Donsky  
Title: Senior Vice President

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Anchorage Capital CLO 2012-1, Ltd.,**  
as a Lender

BY: Anchorage Capital Group, L.L.C., its Investment Manager

By: /s/ Melissa Griffiths

Name: Melissa Griffiths

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Anchorage Capital CLO 2013-1, Ltd.,**  
as a Lender

BY: Anchorage Capital Group, L.L.C., its Investment Manager

By: /s/ Melissa Griffiths

Name: Melissa Griffiths

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Anchorage Capital CLO 3, Ltd.,**  
as a Lender

BY: Anchorage Capital Group, L.L.C., its Investment Manager

By: /s/ Melissa Griffiths

Name: Melissa Griffiths

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Anchorage Capital CLO 4, Ltd.,**  
as a Lender

BY: Anchorage Capital Group, L.L.C., its Investment Manager

By: /s/ Melissa Griffiths

Name: Melissa Griffiths

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Anchorage Capital CLO 5, Ltd.,**  
as a Lender

BY: Anchorage Capital Group, L.L.C., its Investment Manager

By: /s/ Melissa Griffiths

Name: Melissa Griffiths

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Anchorage Capital CLO 6, Ltd.,**  
as a Lender

BY: Anchorage Capital Group, L.L.C., its Investment Manager

By: /s/ Melissa Griffiths

Name: Melissa Griffiths

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Anchorage Capital CLO 7, Ltd.,**  
as a Lender

BY: Anchorage Capital Group, L.L.C., its Investment Manager

By: /s/ Melissa Griffiths

Name: Melissa Griffiths

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Apidos CLO IX,**  
as a Lender

BY: Its Collateral Manager CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**APIDOS CLO X,**

as a Lender

BY: Its Collateral Manager CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**APIDOS CLO XI,**

as a Lender

BY: Its Collateral Manager CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**APIDOS CLO XII,**

as a Lender

BY: Its Collateral Manager CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**APIDOS CLO XIV,**

as a Lender

BY: Its Collateral Manager CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Apidos CLO XIX,**  
as a Lender

BY: Its Collateral Manager CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**APIDOS CLO XV,**

as a Lender

BY: Its Collateral Manager CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**APIDOS CLO XVI,**

as a Lender

BY: Its Collateral Manager CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**APIDOS CLO XVII,**

as a Lender

BY: Its Collateral Manager CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**APIDOS CLO XVIII,**

as a Lender

BY: Its Collateral Manager CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**APIDOS CLO XX,**

as a Lender

By: Its Collateral Manager CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**APIDOS CLO XXI,**

as a Lender

By: Its Collateral Manager CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**APIDOS CLO XXII,**

as a Lender

By: Its Collateral Manager CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Apidos CLO XXIII,**  
as a Lender

By: Its Collateral Manager, CVC Credit Partners, LLC

By: /s/ Gretchen Bergstresser

Name: Gretchen Bergstresser

Title: Senior Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Apollo Credit Funding IV Ltd.,**

as a Lender

By Apollo ST Fund Management, LLC,

as its collateral manager

By: /s/ Joseph Glatt

Name: Joseph Glatt

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Apollo Credit Senior Loan Fund, LP,**  
as a Lender

BY: Apollo Credit Advisors II, LLC, its general partner

By: /s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Apollo Lincoln Fixed Income Fund, L.P.,**  
as a Lender

BY: Apollo Lincoln Fixed Income Management, LLC, its  
investment manager

By: /s/ Joseph Glatt

Name: Joseph Glatt

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Apollo Senior Floating Rate Fund Inc.,**  
as a Lender  
BY: Account 631203

By: /s/ Joe Moroney  
Name: Joe Moroney  
Title: Vice President

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Apollo Tactical Income Fund Inc,**  
as a Lender  
BY: Account 361722

By: /s/ Joe Moroney  
Name: Joe Moroney  
Title: Vice President

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Ascension Alpha Fund, LLC,**

as a Lender

By: Pioneer Institutional Asset Management, Inc.

As its adviser

By: /s/ Maggie Begley

Name: Maggie Begley

Title: Vice President and Associate General  
Counsel

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Ascension Health Master Pension Trust,**  
as a Lender

By: Pioneer Institutional Asset Management, Inc.  
As its adviser

By: /s/ Maggie Begley

Name: Maggie Begley

Title: Vice President and Associate General  
Counsel

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Aston Hill Voya Floating Rate Income Fund,**

as a Lender

By: Voya Investment Management Co. LLC,

as its portfolio advisor

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ATRIUM VIII,**

as a Lender

BY: Credit Suisse Asset Management, LLC,  
as portfolio manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Atrium X,**

as a Lender

BY: By: Credit Suisse Asset Management, LLC,  
as portfolio manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Axis Specialty Limited,**

as a Lender

By: Voya Investment Management Co. LLC,  
as its investment manager

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Bandera Strategic Credit Partners I, LP,**  
as a Lender

By: /s/ Carter Chism

Name: Carter Chism

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Bank of America, NA,  
as a Lender

By: /s/ Justin Smiley  
Name: Justin Smiley  
Title: Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BayernInvest Alternative Loan-Funds,**

as a Lender

BY: Voya Investment Management Co. LLC, as its investment  
manager

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BCBSM, Inc.,**

as a Lender

BY: KKR Its Collateral Manager

By: /s/ Jeffrey Smith

Name: Jeffrey Smith

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BEACH POINT LOAN MASTER FUND, L.P.**

as a Lender

BY: Beach Point Capital Management LP  
its Investment Manager

By: /s/ Carl Goldsmith

Name: Carl Goldsmith

Title: Co-Chief Investment Officer

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BEACH POINT SCF LOAN LP**

as a Lender

BY: Beach Point Capital Management LP its Investment  
Manager

By: /s/ Carl Goldsmith

Name: Carl Goldsmith

Title: Co-Chief Investment Officer

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Beazley Furlonge Limited,**

as a Lender

BY: Beazley Furlonge Limited, as managing agent of  
Syndicate 2623, acting by Highbridge Principal Strategies,  
LLC, as attorney-in-fact

By: /s/ Jamie Donsky

Name: Jamie Donsky

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Benefit Street Partners CLO V, Ltd.,**  
as a Lender

By: /s/ Todd Marsh  
Name: Todd Marsh  
Title: Authorized Signer

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Benefit Street Partners CLO VI, Ltd.,**  
as a Lender

By: /s/ Todd Marsh

Name: Todd Marsh

Title: Authorized Signer

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Betony CLO, Ltd.,**

as a Lender

By: Invesco Senior Secured Management, Inc. as Collateral  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Bighorn River Trading, LLC,**

as a Lender

By: SunTrust Bank, as manager

By: /s/ Karen Weich

Name: Karen Weich

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Birchwood Park CLO, Ltd.,**

as a Lender

By: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BJC Pension Plan Trust,**

as a Lender

BY: GSO Capital Advisors LLC, its Investment Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Black Diamond CLO 2012-1 Ltd.,**  
as a Lender

BY: Black Diamond CLO 2012-1 Adviser, L.L.C.  
As its Portfolio Manager

By: /s/ Stephen H. Deckoff

Name: Stephen H. Deckoff  
Title: Managing Principal

By:

Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Black Diamond CLO 2013-1 Ltd.,**

as a Lender

By: Black Diamond CLO 2013-1 Adviser, L.L.C. As its  
Collateral Manager

By: /s/ Stephen H. Deckoff

Name: Stephen H. Deckoff

Title: Managing Principal

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Black Diamond CLO 2014-1 Ltd.,**  
as a Lender

By: Black Diamond CLO 2014-1 Adviser, L.L.C.  
As its Collateral Manager

By: /s/ Stephen H. Deckoff

Name: Stephen H. Deckoff  
Title: Managing Principal

By:

Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**55 Loan Strategy Fund a series Trust of Multi Manager  
Global Investment Trust,**

as a Lender

By: BlackRock Financial Management Inc., Its Investment  
Manager

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Corporate High Yield Fund Inc.,**  
as a Lender  
BY: BlackRock Advisors, LLC, its Investment Advisor

By: /s/ Rob Jacobi  
Name: Rob Jacobi  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Credit One Fund (Exclusively for Qualified  
Institutional Investors with Re-Sale Restriction for the  
Japanese Investors) a separate series trust of the  
BlackRock Global Investment Trust,**

as a Lender

BY: BlackRock Financial Management, Inc., Its Investment  
Manager

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Debt Strategies Fund, Inc.,**

as a Lender

BY: BlackRock Financial Management, Inc., its Sub-Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Defined Opportunity Credit Trust,**  
as a Lender  
BY: BlackRock Financial Management Inc., its Sub-Advisor

By: /s/ Rob Jacobi  
Name: Rob Jacobi  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Floating Rate Income Strategies Fund, Inc.,**  
as a Lender  
BY: BlackRock Financial Management, Inc., its Sub-Advisor

By: /s/ Rob Jacobi  
Name: Rob Jacobi  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Floating Rate Income Trust,**

as a Lender

By: BlackRock Advisors, LLC, its Investment Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Funds II, BlackRock High Yield Bond  
Portfolio,**

as a Lender

By: BlackRock Advisors, LLC, its Investment Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Multi-Asset Income Portfolio of BlackRock  
Funds II,**

as a Lender

By: BlackRock Advisors, LLC, its Investment Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Funds II, BlackRock Floating Rate Income  
Portfolio,**

as a Lender

By: BlackRock Advisors, LLC, its Investment Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Secured Credit Portfolio of BlackRock Funds  
II,**

as a Lender

By: BlackRock Advisors, LLC, its Investment Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Global Investment Series: Income Strategies  
Portfolio,**

as a Lender

BY: BlackRock Financial Management, Inc., its Sub-Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Global Long/Short Credit Fund of BlackRock  
Funds,**

as a Lender

BY: BlackRock Financial Management, Inc., its Sub-Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock High Yield Portfolio of the BlackRock Series  
Fund, Inc.,**

as a Lender

By: BlackRock Advisors, LLC, its Investment Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock High Yield V.I. Fund of BlackRock Variable  
Series Funds, Inc.,**

as a Lender

By: BlackRock Advisors, LLC, its investment advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Limited Duration Income Trust,**

as a Lender

BY: BlackRock Financial Management, Inc., its Sub-Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlackRock Senior Floating Rate Portfolio,**  
as a Lender

By: BlackRock Investment Management, LLC, its  
Investment Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**JPMBI re Blackrock Bankloan Fund,**

as a Lender

BY: BlackRock Financial Management Inc., as Sub-Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Blackstone / GSO Global Dynamic Credit Funding Ltd,**  
as a Lender

By: Blackstone / GSO Global Dynamic Credit Master Fund, its  
Sole Shareholder

By: Blackstone / GSO Debt Funds Management Europe  
Limited, its Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Blackstone / GSO Long-Short Credit Income Fund,**  
as a Lender  
BY: GSO / Blackstone Debt Funds Management LLC as  
Investment Advisor

By: /s/ Thomas Iannarone  
Name: Thomas Iannarone  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BLACKSTONE TREASURY ASIA PTE. LTD.,**  
as a Lender  
BY: GSO Capital Advisors LLC,  
its Investment Manager

By: /s/ Thomas Iannarone  
Name: Thomas Iannarone  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Blackstone / GSO Secured Trust Ltd.,**

as a Lender

BY: GSO / Blackstone Debt Funds Management LLC as  
Investment Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BLACKSTONE/GSO STRATEGIC CREDIT FUND,**  
as a Lender  
BY: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Blackstone / GSO Senior Floating Rate Term Fund,**  
as a Lender  
BY: GSO / Blackstone Debt Funds Management LLC as  
Investment Advisor

By: /s/ Thomas Iannarone  
Name: Thomas Iannarone  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Blue Hill CLO, Ltd.,**

as a Lender

By: Invesco Senior Secured Management, Inc. as Collateral  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlueMountain CLO 2012-1 Ltd,**

as a Lender

BY: BLUEMOUNTAIN CAPITAL MANAGEMENT, LLC,  
Its Collateral Manager

By: /s/ Meghan Fornshell

Name: Meghan Fornshell

Title: Operations Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlueMountain CLO 2012-2 Ltd,**

as a Lender

BY: BLUEMOUNTAIN CAPITAL MANAGEMENT, LLC,  
Its Collateral Manager

By: /s/ Meghan Fornshell

Name: Meghan Fornshell

Title: Operations Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Bluemountain CLO 2013-1 LTD.,**  
as a Lender

BY: BLUEMOUNTAIN CAPITAL MANAGEMENT, LLC.  
ITS COLLATERAL MANAGER

By: /s/ Meghan Fornshell

Name: Meghan Fornshell

Title: Operations Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Bluemountain CLO 2013-3 Ltd.,**  
as a Lender

BY: BLUEMOUNTAIN CAPITAL MANAGEMENT, LLC.  
ITS COLLATERAL MANAGER

By: /s/ Meghan Fornshell

Name: Meghan Fornshell

Title: Operations Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Bluemountain CLO 2013-4 Ltd.,**  
as a Lender

BY: BLUEMOUNTAIN CAPITAL MANAGEMENT, LLC.  
ITS COLLATERAL MANAGER

By: /s/ Meghan Fornshell

Name: Meghan Fornshell

Title: Operations Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlueMountain CLO 2014-1 Ltd,**  
as a Lender

By: /s/ Meghan Fornshell  
Name: Meghan Fornshell  
Title: Operations Analyst

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlueMountain CLO 2014-2 Ltd,**  
as a Lender

By: /s/ Meghan Fornshell  
Name: Meghan Fornshell  
Title: Operations Analyst

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlueMountain CLO 2014-3 Ltd.,**  
as a Lender

By: BlueMountain Capital Management, LLC

By: /s/ Meghan Fornshell

Name: Meghan Fornshell

Title: Operations Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlueMountain CLO 2014-4 Ltd,**  
as a Lender  
BY: BlueMountain Capital Management

By: /s/ Meghan Fornshell  
Name: Meghan Fornshell  
Title: Operations Analyst

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlueMountain CLO 2015-2, Ltd.,**

as a Lender

By: BlueMountain Capital Management, LLC

By: /s/ Meghan Fornshell

Name: Meghan Fornshell

Title: Operations Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlueMountain CLO 2015-3 Ltd,**  
as a Lender

By: /s/ Meghan Fornshell  
Name: Meghan Fornshell  
Title: Operations Analyst

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BlueMountain CLO 2015-4, Ltd.,**

as a Lender

By: BlueMountain Capital Management, LLC

By: /s/ Meghan Fornshell

Name: Meghan Fornshell

Title: Operations Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Board of Pensions of the Evangelical Lutheran Church in  
America,**

as a Lender

BY: T. Rowe Price Associates, Inc. as investment advisor

By: /s/ Brian Burns

Name: Brian Burns

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**BOC Pension Investment Fund,**  
as a Lender

BY: Invesco Senior Secured Management, Inc. as Attorney in  
Fact

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Bowman Park CLO, Ltd.,**

as a Lender

By: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Burnham Park CLO, Ltd.,**

as a Lender

By: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Longhorn Credit Funding, LLC,**

as a Lender

BY: Highland Capital Management, L.P., As Collateral  
Manager

By: /s/ Carter Chism

Name: Carter Chism

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**California Public Employees' Retirement System,**  
as a Lender  
BY: Voya Investment Management Co. LLC, as its investment  
manager

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**California State Teachers' Retirement System,**  
as a Lender  
BY: BlackRock Financial Management, Inc., its Investment  
Advisor

By: /s/ Rob Jacobi  
Name: Rob Jacobi  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Cedar Funding II CLO Ltd,**  
as a Lender

By: /s/ Robert Machanic  
Name: Robert Machanic  
Title: Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Cedar Funding III CLO, Ltd.,**  
as a Lender

By: /s/ Robert Machanic  
Name: Robert Machanic  
Title: Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Cedar Funding IV CLO, Ltd.,**  
as a Lender

By: /s/ Robert Machanic  
Name: Robert Machanic  
Title: Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Cedar Funding Ltd.,**  
as a Lender

By: /s/ Robert Machanic  
Name: Robert Machanic  
Title: Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Cent CLO 24 Limited,**  
as a Lender

By: Columbia Management Investment Advisers, LLC As  
Collateral Manager

By: /s/ Steven B. Staver

Name: Steven B. Staver

Title: Assistant Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ALM Loan Funding XIX LLC,**

as a Lender

By: Citibank, N.A.,

By: /s/ Cynthia Gonzalvo

Name: Cynthia Gonzalvo

Title: Associate Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Citi Loan Funding ACAS IX LLC,**

as a Lender

By: Citibank, N.A.,

By: /s/ Lauri Pool

Name: Lauri Pool

Title: Associate Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Citibank, N.A.,  
as a Lender

By: /s/ Alvaro De Velasco

Name: Alvaro De Velasco

Title: Vice President

(212) 816-4312

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**SSD LOAN FUNDING LLC,**

as a Lender

By: Citibank, N.A.,

By: /s/ Cynthia Gonzalvo

Name: Cynthia Gonzalvo

Title: Associate Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**City of New York Group Trust,**  
as a Lender

By: /s/ Benjamin Fandinola  
Name: Benjamin Fandinola  
Title: Trade Operations Specialist

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Cole Park CLO, Ltd.,**

as a Lender

By: GSO / Blackstone Debt Funds Management LLC

as Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Collective Trust High Yield Fund,**  
as a Lender

By: Alcentra NY, LLC, as investment advisor

By: /s/ Josephine Shin

Name: Josephine Shin

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Columbia Floating Rate Fund, a series of Columbia Funds  
Series Trust II,**  
as a Lender

By: /s/ Steven B. Staver

Name: Steven B. Staver

Title: Assistant Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Columbia Strategic Income Fund, a series of Columbia  
Funds Series Trust I,**

as a Lender

By: /s/ Steven B. Staver

Name: Steven B. Staver

Title: Assistant Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Consumer Program Administrators, Inc,**  
as a Lender

By: BlackRock Financial Management, Inc. its Investment  
Manager

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



(i) CONSENT TO SECOND INCREMENTAL AMENDMENT

CREDIT SUISSE AG, Cayman Islands Branch,  
as a Lender

By: /s/ Nupur Kumar

Name: NUPUR KUMAR

Title: AUTHORIZED SIGNATORY

By: /s/ Whitney Gaston

Name: Whitney Gaston

Title: Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**CREDIT SUISSE FLOATING RATE HIGH INCOME  
FUND,**

as a Lender

By: Credit Suisse Asset Management, LLC, as investment  
advisor

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**CSAA Insurance Exchange,**  
as a Lender

By: /s/ Benjamin Fandinola  
Name: Benjamin Fandinola  
Title: Trade Operations Specialist

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Cumberland Park CLO Ltd.,**

as a Lender

By: GSO / Blackstone Debt Funds Management LLC  
as Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Delaware Life Insurance Company,**  
as a Lender

By: GSO / Blackstone Debt Funds Management LLC  
as Sub-Advisor

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Diversified Credit Portfolio Ltd.,**

as a Lender

BY: Invesco Senior Secured Management, Inc.

as Investment Adviser

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Dorchester Park CLO Ltd.,**

as a Lender

By: GSO / Blackstone Debt Funds Management LLC  
as Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**DoubleLine Capital LP as Investment Advisor to:  
DoubleLine Core Fixed Income Fund,**  
as a Lender

By: /s/ Oi Jong Martel

Name: Oi Jong Martel

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**DoubleLine Capital LP as Investment Advisor to:  
DoubleLine Floating Rate Fund,**  
as a Lender

By: /s/ Oi Jong Martel

Name: Oi Jong Martel

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**DoubleLine Capital LP as Investment Advisor to:  
DoubleLine Income Solutions Fund,**  
as a Lender

By: /s/ Oi Jong Martel

Name: Oi Jong Martel

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**DoubleLine Capital LP as Investment Advisor to:  
DoubleLine Income Solutions Trust,**  
as a Lender

By: /s/ Oi Jong Martel

Name: Oi Jong Martel

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**DoubleLine Capital LP as Investment Advisor to:  
DoubleLine Shiller Enhanced CAPE,**  
as a Lender

By: /s/ Oi Jong Martel

Name: Oi Jong Martel

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Dryden XXV Senior Loan Fund  
as a Lender  
By: PGIM, Inc., as Collateral Manager

By: /s/ Joseph Lemanowicz

Name: Joseph Lemanowicz

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Dunham Corporate/Government Bond Fund**  
as a Lender

By: /s/ Kyle Jennings

Name: Kyle Jennings

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Dunham Floating Rate Bond Fund**

as a Lender

By: /s/ Kyle Jennings

Name: Kyle Jennings

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ECP CLO 2012-4, LTD,**

as a Lender

BY: Silvermine Capital Management

By: /s/ Aaron Meyer

Name: Aaron Meyer

Title: Principal

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ECP CLO 2013-5, LTD,**

as a Lender

BY: Silvermine Capital Management

By: /s/ Aaron Meyer

Name: Aaron Meyer

Title: Principal

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ECP CLO 2014-6, LTD.,**

as a Lender

BY: Silvermine Capital Management LLC

As Portfolio Manager

By: /s/ Aaron Meyer

Name: Aaron Meyer

Title: Principal

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ECP CLO 2015-7, Ltd.,**

as a Lender

By: SILVERMINE CAPITAL MANAGEMENT, LLC

Its Collateral Manager

By: /s/ Aaron Meyer

Name: Aaron Meyer

Title: Principal

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Emerson Park CLO Ltd.,**

as a Lender

BY: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Employees' Retirement Fund of the City of Dallas,**  
as a Lender

BY: BlackRock Financial Management, Inc., its Investment  
Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Ballyrock CLO 2014-1 Limited

By: Ballyrock Investment Advisors LLC, as  
Collateral Manager,  
as a Lender

By:           /s/ Lisa Rymut          

Name: Lisa Rymut

Title: Assistant Treasurer

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Ballyrock CLO 2013-1 Limited

By: Ballyrock Investment Advisors LLC, as Collateral  
Manager,  
as a Lender

By: /s/ Lisa Rymut

Name: Lisa Rymut

Title: Assistant Treasurer

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Fidelity Summer Street Trust: Fidelity Series Floating Rate  
High Income Fund,  
as a Lender

By: /s/ Joe Zambello

Name: Joe Zambello

Title: Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Fidelity Central Investment Portfolios LLC: Fidelity Floating  
Rate Central Fund,  
as a Lender

By: /s/ Joe Zambello  
Name: Joe Zambello  
Title: Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Fidelity Income Fund: Fidelity Total Bond Fund,  
as a Lender

By: /s/ Joe Zambello  
Name: Joe Zambello  
Title: Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Figueroa CLO 2013-1, Ltd.,**

as a Lender

BY: TCW Asset Management Company as Investment  
Manager

By: /s/ Nora Olan

Name: Nora Olan

Title: Senior Vice President

By: /s/ Bibi Khan

Name: Bibi Khan

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**FIGUEROA CLO 2013-2, LTD,**

as a Lender

BY: TCW Asset Management Company as Investment  
Manager

By: /s/ Nora Olan

Name: Nora Olan

Title: Senior Vice President

By: /s/ Bibi Khan

Name: Bibi Khan

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Figueroa CLO 2014-1, Ltd.,**

as a Lender

BY: TCW Asset Management Company as Investment  
Manager

By: /s/ Nora Olan

Name: Nora Olan

Title: Senior Vice President

By: /s/ Bibi Khan

Name: Bibi Khan

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Finn Square CLO, Ltd.,**

as a Lender

BY: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**First Trust Tactical High Yield ETF,**  
as a Lender

By: First Trust Advisors L.P., its Investment Advisor

By: /s/ Ryan Kommers

Name: Ryan Kommers

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**First Trust Senior Floating Rate Income Fund II,**  
as a Lender

By: First Trust Advisors L.P., its investment manager

By: /s/ Ryan Kommers

Name: Ryan Kommers

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**First Trust Senior Loan ETF (CAD-Hedged),**

as a Lender

BY: First Trust Advisors L.P.

By: /s/ Ryan Kommers

Name: Ryan Kommers

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**First Trust Senior Loan Fund,**

as a Lender

BY: First Trust Advisors L.P., its Investment Advisor

By: /s/ Ryan Kommers

Name: Ryan Kommers

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**First Trust Short Duration High Income Fund,**  
as a Lender  
BY: First Trust Advisors L.P., its investment manager

By: /s/ Ryan Kommers  
Name: Ryan Kommers  
Title: Vice President

By:

Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Fixed Income Opportunities Nero, LLC,**

as a Lender

By: BlackRock Financial Management Inc., Its Investment  
Manager

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Floating Rate Loan Fund, a series of 525 Market Street  
Fund, LLC,**

as a Lender

by: Wells Capital Management, as Investment Advisor

By: /s/ Benjamin Fandinola

Name: Benjamin Fandinola

Title: Trade Operations Specialist

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**GLG Ore Hill CLO 2013-1, LTD.,**  
as a Lender

By: /s/ Aaron Meyer

Name: Aaron Meyer

Title: Principal

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Global High Yield Bond Fund, a series of DSBI - Global  
Investment Trust,**

as a Lender

BY: BlackRock Financial Management, Inc., its Investment  
Manager

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Global-Loan SV S.À r.l.,**

as a Lender

Executed by Alcentra Limited as Portfolio Manager, and  
Alcentra NY, LLC as Sub-Manager, for and on behalf of  
Global-Loan SV Sarl

By: /s/ Josephine Shin

Name: Josephine Shin

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Goldman Sachs Bank USA,  
as a Lender

By: /s/ Jerry Li  
Name: Jerry Li  
Title: Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Google Inc.,**

as a Lender

By: Credit Suisse Asset Management, LLC, as its investment  
manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Gramercy Park CLO Ltd.,**

as a Lender

BY: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Hartford Multi-Asset Income Fund,**

as a Lender

By: Wellington Management Company, LLP as its Investment  
Advisor

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Hartford Total Return Bond HLS Fund,**

as a Lender

By: Wellington Management Company, LLP as its Investment  
Adviser

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Highbridge Liquid Loan Opportunities Master Fund, L.P.,**

as a Lender

By: Highbridge Principal Strategies LLC, its Investment  
Manager

By: /s/ Jamie Donsky

Name: Jamie Donsky

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Highbridge Loan Management 2012-1, Ltd.,**  
as a Lender

By: Highbridge Principal Strategies LLC, its Investment  
Manager

By: /s/ Jamie Donsky

Name: Jamie Donsky

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Highbridge Loan Management 2013-2, Ltd.,**  
as a Lender

By: Highbridge Principal Strategies LLC, Its Investment  
Manager

By: /s/ Jamie Donsky

Name: Jamie Donsky

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Highbridge Loan Management 3-2014 Ltd.,**

as a Lender

By: Highbridge Principal Strategies LLC, its Investment  
Manager

By: /s/ Jamie Donsky

Name: Jamie Donsky

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Highbridge Loan Management 4-2014, Ltd.,**  
as a Lender

By: Highbridge Principal Strategies, LLC, Its Investment  
Manager

By: /s/ Jamie Donsky

Name: Jamie Donsky

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Highbridge Loan Management 5-2015, Ltd.,**  
as a Lender

By: Highbridge Principal Strategies, LLC, Its Investment  
Manager

By: /s/ Jamie Donsky

Name: Jamie Donsky

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Highbridge Loan Management 7-2015, Ltd.,**

as a Lender

By: Highbridge Principal Strategies LLC,  
its Collateral Manager

By: /s/ Jamie Donsky

Name: Jamie Donsky

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL AMENDMENT**

**Highland Loan Master Fund, L.P.,**

as a Lender

By: Highland Capital Loan GP, LLC, its general partner

By: Highland Capital Management, L.P., its sole member

By: Strand Advisors Inc., its General Partner

By: \_\_\_\_\_

By: /s/ Carter Chism

Name: Carter Chism

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Highland/iBoxx Senior Loan ETF,**  
as a Lender

By: /s/ Carter Chism

Name: Carter Chism

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**HMO Minnesota,**

as a Lender

BY: KKR Its Collateral Manager

By: /s/ Jeffrey Smith

Name: Jeffrey Smith

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**HYFI Aquamarine Loan Fund,**  
as a Lender

By: /s/ Jeffrey Smith  
Name: Jeffrey Smith  
Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**HYFI LOAN FUND,**

as a Lender

By: Credit Suisse Asset Management, LLC, as investment  
manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**IHC HEALTH SERVICES, INC.,**

as a Lender

By: Credit Suisse Asset Management, LLC, as investment  
manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**IHC PENSION PLAN DIRECTED TRUST,**  
as a Lender

By: Credit Suisse Asset Management, LLC, as investment  
manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**NN (L) Flex - Senior Loans,**  
as a Lender

BY: Voya Investment Management Co. LLC, as its investment  
manager

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**NN (L) Flex - Senior Loans Select,**  
as a Lender  
Voya Investment Management Co. LLC, as its investment  
manager

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Invesco Bank Loan Fund A Series Trust of Multi Manager  
Global Investment Trust,**

as a Lender

By: Invesco Senior Secured Management, Inc. as Investment  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Invesco Bank Loan Fund Series 2 A Series Trust of Multi  
Manager Global Investment Trust,**

as a Lender

By: Invesco Senior Secured Management, Inc. as Investment  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Invesco BL Fund, Ltd.,**

as a Lender

By: Invesco Management S.A. As Investment Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Invesco Polaris US Bank Loan Fund,**

as a Lender

BY: Invesco Senior Secured Management, Inc. as Investment  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Invesco Senior Income Trust,**

as a Lender

BY: Invesco Senior Secured Management, Inc. as Sub-advisor

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Ironshore Inc.,**

as a Lender

BY: BlackRock Financial Management, Inc., its Investment  
Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**iShares Advantaged Short Duration High Income ETF  
(CAD-Hedged),**

as a Lender

By: BlackRock Institutional Trust Company, N.A. (BTC) in its  
capacity as investment sub-advisor of the fund

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**James River Insurance Company,**  
as a Lender

BY: Angelo, Gordon & Co., L.P. as Investment Manager

By: /s/ Maureen D' Alleva

Name: Maureen D' Alleva

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

JFIN CLO 2013 LTD. as a Lender,

By: Apex Credit Partners LLC, as Portfolio Manager

By: /s/ Stephen Goetschius

Name: Stephen Goetschius

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

JFIN CLO 2015 LTD. as a Lender,

By: Apex Credit Partners LLC, as Portfolio Manager

By: /s/ Stephen Goetschius

Name: Stephen Goetschius

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

JFIN CLO 2015-II LTD. as a Lender,

By: Apex Credit Partners LLC, as Portfolio Manager

By: /s/ Stephen Goetschius

Name: Stephen Goetschius

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

JFIN CLO 2014-II LTD. as a Lender,

By: Apex Credit Partners LLC, as Portfolio Manager

By: /s/ Stephen Goetschius

Name: Stephen Goetschius

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

JFIN CLO 2012 LTD. as a Lender,

By: Apex Credit Partners LLC, as Portfolio Manager

By: /s/ Stephen Goetschius

Name: Stephen Goetschius

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

JFIN REVOLVER CLO 2014 LTD.,

By: Jefferies Finance LLC, as Portfolio Manager

By: /s/ J Paul McDonnell

Name: J Paul McDonnell

Title: Managing Director

JFIN Revolver CLO 2015 Ltd.,

By: Jefferies Finance LLC, as Portfolio Manager

By: /s/ J Paul McDonnell

Name: J Paul McDonnell

Title: Managing Director

JEFFERIES FINANCE LLC dba JFIN  
REVOLVER CLO 2015 - II LTD,

By: Jefferies Finance LLC, as Portfolio Manager

By: /s/ J Paul McDonnell

Name: J Paul McDonnell

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**JHF II Diversified Strategies Fund,**  
as a Lender

By: /s/ Jim Roth

Name: Jim Roth

Title: Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**JNL/BlackRock Global Long Short Credit Fund,**  
as a Lender

By: BlackRock Financial Management, Inc., its Sub-Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**John Hancock Bond Fund,**  
as a Lender

By: /s/ Jim Roth

Name: Jim Roth

Title: Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**John Hancock Funds II - Spectrum Income Fund,**  
as a Lender  
BY: T. Rowe Price Associates, Inc. as investment sub-advisor

By: /s/ Brian Burns  
Name: Brian Burns  
Title: Vice President

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**John Hancock Global Short Duration Credit Fund,**  
as a Lender

By: /s/ Jim Roth

Name: Jim Roth

Title: Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Shackleton 2015-VIII CLO, Ltd.,**  
as a Lender

By: /s/ Josephine Shin  
Name: Josephine Shin  
Title: Senior Vice President

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**MP Funding 18-A, LLC,**

as a Lender

By: Credit Suisse Asset Management, LLC

as Collateral Manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**JRG Reinsurance Company, Ltd.,**

as a Lender

BY: Angelo, Gordon & Co., L.P. as Investment Manager

By: /s/ Maureen D' Alleva

Name: Maureen D' Alleva

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Kaiser Foundation Hospitals,**  
as a Lender

By: Invesco Senior Secured Management, Inc. as Investment  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Kaiser Permanente Group Trust,**  
as a Lender

By: Invesco Senior Secured Management, Inc. as Investment  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**KKR CLO 11 LTD.,**  
as a Lender

By: /s/ Jeffrey Smith  
Name: Jeffrey Smith  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**KKR CLO 12 LTD.,**  
as a Lender

By: /s/ Jeffrey Smith  
Name: Jeffrey Smith  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**KKR CLO 13 Ltd.,**  
as a Lender

By: /s/ Jeffrey Smith  
Name: Jeffrey Smith  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**KKR CLO 9 LTD.,**  
as a Lender

By: /s/ Jeffrey Smith  
Name: Jeffrey Smith  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**KKR FINANCIAL CLO 2012-1, LTD.,**  
as a Lender

By: /s/ Jeffrey Smith  
Name: Jeffrey Smith  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**KKR FINANCIAL CLO 2013-1, LTD.,**  
as a Lender

By: /s/ Jeffrey Smith  
Name: Jeffrey Smith  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**KKR FINANCIAL CLO 2013-2, LTD.,**  
as a Lender

By: /s/ Jeffrey Smith  
Name: Jeffrey Smith  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

JEFFERIES LEVERAGED CREDIT PRODUCTS, LLC,  
as a Lender

By: /s/ Paul J. Loomis  
Name: Paul J. Loomis  
Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Lexington Insurance Company,**

as a Lender

By: Invesco Senior Secured Management, Inc. as Investment  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Limerock CLO II, Ltd.,**

as a Lender

BY: Invesco Senior Secured Management, Inc. as Collateral  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Limerock CLO III, Ltd.,**

as a Lender

BY: Invesco Senior Secured Management, Inc. as Collateral  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Linde Pension Plan Trust,**

as a Lender

By: Invesco Senior Secured Management, Inc. as Investment  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Loomis Sayles Senior Floating Rate & Fixed Income Fund**  
as a Lender

By: Loomis, Sayles & Company, L.P., Its Investment  
Manager

By: Loomis, Sayles & Company, Incorporated, Its General  
Partner

By: /s/ Mary McCarthy

Name: Mary McCarthy

Title: Vice President, Legal and Compliance Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**MADISON PARK FUNDING IX, LTD.,**

as a Lender

By: Credit Suisse Asset Management, LLC, as portfolio  
manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**MADISON PARK FUNDING VIII, LTD.,**

as a Lender

By: Credit Suisse Asset Management, LLC, as portfolio  
manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Madison Park Funding XII, Ltd.,**

as a Lender

By: Credit Suisse Asset Management, LLC, as portfolio  
manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**MADISON PARK FUNDING XIV, LTD.,**

as a Lender

BY: Credit Suisse Asset Management, LLC, as portfolio  
manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Magnetite XII, LTD.,**

as a Lender

BY: BlackRock Financial Management, Inc., its Collateral  
Manager

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Manulife Floating Rate Senior Loan Fund,**  
as a Lender

By: /s/ Jim Roth

Name: Jim Roth

Title: Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Manulife Investments Trust - Floating Rate Income Fund,**  
as a Lender

By: /s/ Jim Roth

Name: Jim Roth

Title: Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Marea CLO, Ltd.,**

as a Lender

BY: Invesco Senior Secured Management, Inc. as Collateral  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Marine Park CLO Ltd.,**

as a Lender

BY: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Maryland State Retirement and Pension System,**  
as a Lender

By: /s/ Jeffrey Smith

Name: Jeffrey Smith

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Medical Liability Mutual Insurance Company,**  
as a Lender  
BY: Invesco Advisers, Inc. as Investment Manager

By: /s/ Kevin Egan  
Name: Kevin Egan  
Title: Authorized Individual

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Medtronic Holding Switzerland GMBH,**  
as a Lender

By: Voya Investment Management Co. LLC,  
as its investment manager

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**MET Investors Series Trust - BlackRock High Yield  
Portfolio,**

as a Lender

BY: BlackRock Financial Management, Inc., its Investment  
Advisor

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Metropolitan Life Insurance Company – SA 729\_,  
as a Lender

By: /s/ Shane O'Driscoll

Name: Shane O'Driscoll

Title: Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Metropolitan Life Insurance Company,  
as a Lender

By: /s/ Shane O'Driscoll

Name: Shane O'Driscoll

Title: Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Metropolitan Tower Life Insurance Company\_\_,  
as a Lender

By: /s/ Shane O'Driscoll

Name: Shane O'Driscoll

Title: Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Metropolitan West Floating Rate Income Fund,**  
as a Lender  
BY: Metropolitan West Asset Management as Investment  
Manager

By: /s/ Nora Olan  
Name: Nora Olan  
Title: Senior Vice President

By: /s/ Bibi Khan  
Name: Bibi Khan  
Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

MORGAN STANLEY SENIOR FUNDING, INC.  
as a Lender

By: /s/ Alice Lee

Name: Alice Lee

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Mt. Whitney Securities, LLC,**  
as a Lender

By: /s/ Benjamin Fandinola

Name: Benjamin Fandinola

Title: Trade Operations Specialist

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Musashi Secured Credit Fund Ltd.,**  
as a Lender  
BY: GSO Capital Advisors LLC, as Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**National Union Fire Insurance Company of Pittsburgh,  
Pa.,**

as a Lender

By: Invesco Senior Secured Management, Inc. as Investment  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Navy Exchange Service Command Retirement Trust,**  
as a Lender  
BY: BlackRock Financial Management, Inc., its Investment  
Advisor

By: /s/ Rob Jacobi  
Name: Rob Jacobi  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Nomura Bond and Loan Fund,  
as a Lender

By: /s/ Steven Rosenthal  
Name: Steven Rosenthal  
Title: Executive Director

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[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

NCRAM Loan Trust,  
as a Lender

By: /s/ Steven Rosenthal  
Name: Steven Rosenthal  
Title: Executive Director

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[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**NMFC Senior Loan Program I LLC**

as a Lender

By: /s/ Robert A. Hamwee

Name: Robert A. Hamwee

Title: Chief Executive Officer & President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Nomad CLO, Ltd.,**

as a Lender

BY: Invesco Senior Secured Management, Inc. as Collateral  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**North End CLO, Ltd,**

as a Lender

BY: Invesco Senior Secured Management, Inc. as Investment  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**NORTHWOODS CAPITAL IX, LIMITED,**

as a Lender

By: Angelo, Gordon & Co., LP as Collateral Manager

By: /s/ Maureen D' Alleva

Name: Maureen D' Alleva

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**NORTHWOODS CAPITAL X, LIMITED,**

as a Lender

BY: Angelo, Gordon & Co., LP As Collateral Manager

By: /s/ Maureen D' Alleva

Name: Maureen D' Alleva

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**NORTHWOODS CAPITAL XI, LIMITED,**

as a Lender

BY: Angelo, Gordon & Co., LP As Collateral Manager

By: /s/ Maureen D' Alleva

Name: Maureen D' Alleva

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**NORTHWOODS CAPITAL XII, LIMITED,**

as a Lender

BY: Angelo, Gordon & Co., LP As Collateral Manager

By: /s/ Maureen D' Alleva

Name: Maureen D' Alleva

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Oppenheimer Senior Floating Rate Fund,  
as a Lender

By: /s/ Kevin Urlik  
Name: Kevin Urlik  
Title: Manager

Brown Brothers Harriman & Co. acting  
as agent for OppenheimerFunds, Inc.

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Oppenheimer Master Loan Fund, LLC,  
as a Lender

By: /s/ Kevin Urlik  
Name: Kevin Urlik  
Title: Manager

Brown Brothers Harriman & Co. acting  
as agent for OppenheimerFunds, Inc.

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Catlin Underwriting Agencies LTD,  
as a Lender

By: /s/ Kevin Urlik  
Name: Kevin Urlik  
Title: Manager

Brown Brothers Harriman & Co. acting  
as agent for OppenheimerFunds, Inc.

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Catlin RE Switzerland LTD,  
as a Lender

By: /s/ Kevin Urlik  
Name: Kevin Urlik  
Title: Manager

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Brown Brothers Harriman & Co. acting  
as agent for OppenheimerFunds, Inc.

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Oppenheimer Fundamental Alternatives Fund,  
as a Lender

By: /s/ Kevin Urlik  
Name: Kevin Urlik  
Title: Manager

Brown Brothers Harriman & Co. acting  
as agent for OppenheimerFunds, Inc.

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Oregon Public Employees Retirement Fund,**  
as a Lender

By: /s/ Jeffrey Smith  
Name: Jeffrey Smith  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ORION ALloan,**  
as a Lender

By: /s/ Josephine Shin  
Name: Josephine Shin  
Title: Senior Vice President

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Penn Series Funds, Inc. - High Yield Bond Fund,**  
as a Lender  
By: Â T. Rowe Price Associates, Inc., as investment advisor

By: /s/ Brian Burns  
Name: Brian Burns  
Title: Vice President

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**PENSIONDANMARK  
PENSIONSFORSIKRINGSAKTIESELSKAB,**  
as a Lender

By: /s/ Carter Chism

Name: Carter Chism

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Pinnacle Park CLO, Ltd,**

as a Lender

By: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Pioneer Floating Rate Fund,**

as a Lender

By: Pioneer Investment Management, Inc.

As its adviser

By: /s/ Maggie Begley

Name: Maggie Begley

Title: Vice President and Associate General Counsel

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Pioneer Floating Rate Trust,**

as a Lender

By: Pioneer Investment Management, Inc.

As its adviser

By: /s/ Maggie Begley

Name: Maggie Begley

Title: Vice President and Associate General Counsel

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Pioneer Investments Diversified Loans Fund,**  
as a Lender

By: /s/ Margaret C. Begley  
Name: Margaret C. Begley  
Title: Vice President and Associate General Counsel

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**PK-SSL Investment Fund Limited Partnership,**  
as a Lender

BY: Credit Suisse Asset Management, LLC, as its Investment  
Manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Post Senior Loan Master Fund, L.P.,**

as a Lender

BY: Post Advisory Group, LLC not in its individual capacity  
but solely as authorized agent for and on behalf of:

By: /s/ Schuyler Hewes

Name: Schuyler Hewes

Title: Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**PPF Nominee 2 B.V.,**

as a Lender

By: Apollo Credit Management (Senior Loans), LLC, its  
Investment Manager

By: /s/ Joe Moroney

Name: Joe Moroney

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**PPG Industries, Inc. Pension Plan Trust,**  
as a Lender

BY: GSO Capital Advisors LLC, As its Investment Advisor

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Prudential Investment Portfolios, Inc.  
14 - Prudential Floating Rate Income Fund,  
as a Lender  
By: PGIM, Inc., as Investment Advisor

By: /s/ Joseph Lemanowicz  
Name: Joseph Lemanowicz  
Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Prudential Bank Loan Fund of the Prudential Trust Company  
Collective Trust,  
as a Lender

By: PGIM, Inc., as Investment Advisor

By: /s/ Joseph Lemanowicz

Name: Joseph Lemanowicz

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Pramerica Loan Opportunities Limited,  
as a Lender  
By: PGIM, Inc., as Investment Manager

By: /s/ Joseph Lemanowicz

Name: Joseph Lemanowicz

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Dryden XXIII Senior Loan Fund  
as a Lender  
By: PGIM, Inc., as Collateral Manager

By: /s/ Joseph Lemanowicz

Name: Joseph Lemanowicz

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Dryden 30 Senior Loan Fund,  
as a Lender  
By: PGIM, Inc., as Collateral Manager

By: /s/ Joseph Lemanowicz

Name: Joseph Lemanowicz

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Dryden 31 Senior Loan Fund,  
as a Lender  
By: PGIM, Inc., as Collateral Manager

By: /s/ Joseph Lemanowicz

Name: Joseph Lemanowicz

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Dryden 33 Senior Loan Fund,  
as a Lender  
By: PGIM, Inc., as Collateral Manager

By: /s/ Joseph Lemanowicz

Name: Joseph Lemanowicz

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Dryden 34 Senior Loan Fund,  
as a Lender  
By: PGIM, Inc., as Collateral Manager

By: /s/ Joseph Lemanowicz

Name: Joseph Lemanowicz

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Dryden 36 Senior Loan Fund,  
as a Lender  
By: PGIM, Inc., as Collateral Manager

By: /s/ Joseph Lemanowicz

Name: Joseph Lemanowicz

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**QUALCOMM Global Trading Pte. Ltd.,**

as a Lender

By: Credit Suisse Asset Management, LLC, as investment  
manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Raymond James Bank, N.A.  
as a Lender

By: /s/ John Harris  
Name: John Harris  
Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Recette CLO, Ltd.,**

as a Lender

By: Invesco Senior Secured Management, Inc. as Collateral  
Manager

By: /s/ Egan, Kevin

Name: Egan, Kevin

Title: M

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Rockwell Collins Master Trust, as a Lender

By: AEGON USA Investment Management, LLC, as  
Investment Manager

By: /s/ Jason Felderman

Name: Jason Felderman

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Safety Insurance Company,**

as a Lender

By: Wellington Management Company, LLP as its Investment  
Adviser

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Saranac CLO I Limited,**

as a Lender

By: Canaras Capital Management, LLC As Sub-Investment  
Adviser

By: /s/ Andrew Heller

Name: Andrew Heller

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Saranac CLO II Limited,**

as a Lender

By: Canaras Capital Management, LLC

As Sub-Investment Adviser

By: /s/ Andrew Heller

Name: Andrew Heller

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Saranac CLO III Limited,**  
as a Lender

By: Canaras Capital Management, LLC  
As Sub-Investment Adviser

By: /s/ Andrew Heller

Name: Andrew Heller

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Schlumberger Group Trust,**  
as a Lender

By: Voya Investment Management Co. LLC,  
as its investment manager

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Scor Global Life Americas Reinsurance Company,**  
as a Lender  
BY: BlackRock Financial Management, Inc., its Investment  
Manager

By: /s/ Rob Jacobi  
Name: Rob Jacobi  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Selkirk Park CLO, Ltd,**  
as a Lender

By: /s/ Iannarone, Thomas  
Name: Iannarone, Thomas  
Title: M

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Seneca Park CLO, Ltd.,**

as a Lender

By: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**SENIOR SECURED FLOATING RATE LOAN FUND,**  
as a Lender

By: By: Credit Suisse Asset Management, LLC, the Portfolio  
Manager for  
Propel Capital Corporation, the manager for  
Senior Secured Floating Rate Loan Fund

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Sentry Insurance a Mutual Company,**  
as a Lender

BY: Invesco Senior Secured Management, Inc. as Sub-Advisor

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Shackleton 2013-III CLO, Ltd.,**  
as a Lender  
BY: Alcentra NY, LLC, as investment advisor

By: /s/ Josephine Shin  
Name: Josephine Shin  
Title: Senior Vice President

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Shackleton 2013-IV CLO, LTD,**  
as a Lender  
by Alcentra NY, LLC as its Collateral Manager

By: /s/ Josephine Shin  
Name: Josephine Shin  
Title: Senior Vice President

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Shackleton 2014-V CLO, Ltd.,**  
as a Lender

By: /s/ Josephine Shin  
Name: Josephine Shin  
Title: Senior Vice President

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Shackleton 2014-VI CLO, Ltd.,**  
as a Lender

BY: Alcentra NY, LLC as its Collateral Manager

By: /s/ Josephine Shin

Name: Josephine Shin

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Shackleton I CLO, Ltd.,**

as a Lender

BY: Alcentra NY, LLC, as investment advisor

By: /s/ Josephine Shin

Name: Josephine Shin

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Shackleton II CLO, Ltd.,**

as a Lender

by Alcentra NY, LLC as its Collateral Manager

By: /s/ Josephine Shin

Name: Josephine Shin

Title: Senior Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Sheridan Square CLO, Ltd.,**

as a Lender

By: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Silver Spring CLO Ltd.,**  
as a Lender

By: /s/ Aaron Meyer  
Name: Aaron Meyer  
Title: Principal

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Silvermore CLO, LTD.,**  
as a Lender

By: /s/ Aaron Meyer  
Name: Aaron Meyer  
Title: Principal

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**DoubleLine Capital LP as Sub-Advisor to: State Street  
DoubleLine Total Return Tactical Portfolio,**  
as a Lender

By: /s/ Oi Jong Martel

Name: Oi Jong Martel

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Stewart Park CLO, Ltd.,**

as a Lender

BY: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Stichting Bedrijfstakpensioenfonds voor het  
Beroepsvervoer over de Weg,**

as a Lender

BY: Post Advisory Group, LLC not in its individual capacity  
but solely as authorized agent for and on behalf of:

By: /s/ Schuyler Hewes

Name: Schuyler Hewes

Title: Portfolio Manager

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**SunAmerica Senior Floating Rate Fund, Inc.,**  
as a Lender

By: Wellington Management Company, LLP as its Investment  
Advisor

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**T. Rowe Price High Yield Fund, Inc.,**  
as a Lender

By: /s/ Brian Burns  
Name: Brian Burns  
Title: Vice President

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**T. Rowe Price U.S. High Yield Trust,**  
as a Lender

By: /s/ Brian Burns

Name: Brian Burns

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**T. Rowe Price Fixed Income Trust,**  
as a Lender

By: T. Rowe Price Trust Company, Trustee

By: /s/ Brian Burns

Name: Brian Burns

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**T. Rowe Price Floating Rate Fund, Inc.,**  
as a Lender

By: /s/ Brian Burns

Name: Brian Burns

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**T. Rowe Price Funds Series II SICAV,**  
as a Lender

By: T. Rowe Price Associates, Inc., as investment sub-manager  
of the T. Rowe Price Funds Series II SICAV

By: /s/ Brian Burns

Name: Brian Burns

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**T. Rowe Price Institutional Floating Rate Fund,**  
as a Lender

By: /s/ Brian Burns

Name: Brian Burns

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**T. Rowe Price Institutional High Yield Fund,**  
as a Lender

By: /s/ Brian Burns

Name: Brian Burns

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**T. Rowe Price Floating Rate Multi-Sector Account  
Portfolio,**  
as a Lender

By: /s/ Brian Burns  
Name: Brian Burns  
Title: Vice President

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**TELOS CLO 2013-3, Ltd.,**

as a Lender

By: Telos Asset Management, LLC

By: /s/ Jonathan Tepper

Name: Jonathan Tepper

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**TELOS CLO 2013-4, Ltd.,**

as a Lender

By: Telos Asset Management, LLC

By: /s/ Jonathan Tepper

Name: Jonathan Tepper

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**TELOS CLO 2014-5, Ltd.,**  
as a Lender  
BY: Telos Asset Management, LLC

By: /s/ Jonathan Tepper  
Name: Jonathan Tepper  
Title: Managing Director

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**TELOS CLO 2014-6, Ltd,**  
as a Lender

By: /s/ Jonathan Tepper  
Name: Jonathan Tepper  
Title: Managing Director

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Telos CLO 2015-7, Ltd.,**

as a Lender

By: Telos Asset Management LLC as Collateral Servicer

By: /s/ Jonathan Tepper

Name: Jonathan Tepper

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Thacher Park CLO, Ltd.,**

as a Lender

BY: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**The City of New York Group Trust,**  
as a Lender

BY: Invesco Senior Secured Management, Inc. as Investment  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**The Hartford Floating Rate Fund,**  
as a Lender

By: Wellington Management Company, LLP as its  
Investment Adviser

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**The Hartford Floating Rate High Income Fund,**

as a Lender

By: Wellington Management Company, LLP as its  
Investment Adviser

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**The Hartford Short Duration Fund,**  
as a Lender

By: Wellington Management Company, LLP as its  
Investment Adviser

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**The Hartford Strategic Income Fund,**  
as a Lender

By: Wellington Management Company, LLP as its  
Investment Adviser

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**The Hartford Total Return Bond Fund,**

as a Lender

By: Wellington Management Company, LLP as its  
Investment Adviser

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**The Variable Annuity Life Insurance Company,**  
as a Lender

By: Invesco Senior Secured Management, Inc. as Investment  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Transamerica Floating Rate, as a Lender

By: AEGON USA Investment Management, LLC, as  
Investment Manager

By: /s/ Jason Felderman

Name: Jason Felderman

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Treman Park CLO, Ltd.,**

as a Lender

BY: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Tryon Park CLO Ltd.,**

as a Lender

BY: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Wespath Funds Trust,**

as a Lender

By: Wellington Management Company, LLP as its Investment  
Advisor

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**United HealthCare Insurance Company,**  
as a Lender  
BY: GSO Capital Advisors LLC as Manager

By: /s/ Thomas Iannarone  
Name: Thomas Iannarone  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**United HealthCare Insurance Company,**  
as a Lender  
BY: GSO Capital Advisors II LLC as Manager

By: /s/ Thomas Iannarone  
Name: Thomas Iannarone  
Title: Authorized Signatory

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**UnitedHealthcare Insurance Company,**

as a Lender

By: BlackRock Financial Management Inc.; its investment  
manager

By: /s/ Rob Jacobi

Name: Rob Jacobi

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**VENTURE XII CLO, Limited,**  
as a Lender  
BY: its investment advisor  
MJX Asset Management LLC

By: /s/ Kenneth Ostmann  
Name: Kenneth Ostmann  
Title: Managing Director

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**VENTURE XIII CLO, Limited,**  
as a Lender  
BY: its Investment Advisor  
MJX Asset Management LLC

By: /s/ Kenneth Ostmann  
Name: Kenneth Ostmann  
Title: Managing Director

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**VENTURE XIV CLO, Limited,**

as a Lender

By: its investment advisor

MJX Asset Management LLC

By: /s/ Kenneth Ostmann

Name: Kenneth Ostmann

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**VENTURE XIX CLO, Limited,**

as a Lender

By: its investment advisor

MJX Asset Management LLC

By: /s/ Kenneth Ostmann

Name: Kenneth Ostmann

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**VENTURE XV CLO, Limited,**

as a Lender

By: its investment advisor

MJX Asset Management LLC

By: /s/ Kenneth Ostmann

Name: Kenneth Ostmann

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**VENTURE XVI CLO, Limited,**

as a Lender

By: its investment advisor

MJX Asset Management LLC

By: /s/ Kenneth Ostmann

Name: Kenneth Ostmann

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Venture XVII CLO Limited,**  
as a Lender  
BY: its investment advisor,  
MJX Asset Management, LLC

By: /s/ Kenneth Ostmann  
Name: Kenneth Ostmann  
Title: Managing Director

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Venture XVIII CLO, Limited,**

as a Lender

By: its investment advisor

MJX Asset Management LLC

By: /s/ Kenneth Ostmann

Name: Kenneth Ostmann

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**VENTURE XX CLO, Limited,**

as a Lender

By: its investment advisor

MJX Asset Management LLC

By: /s/ Kenneth Ostmann

Name: Kenneth Ostmann

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Virtus Balanced Fund**

as a Lender

By: /s/ Kyle Jennings

Name: Kyle Jennings

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Virtus Bond Fund**

as a Lender

By: /s/ Kyle Jennings

Name: Kyle Jennings

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Virtus Global Multi Sector Income Fund**

as a Lender

By: /s/ Kyle Jennings

Name: Kyle Jennings

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Virtus Multi-Sector Intermediate Bond Fund f/k/a Virtus  
Multi Sector Fixed Income Fund**

as a Lender

By: /s/ Kyle Jennings

Name: Kyle Jennings

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Virtus Newfleet Multi-Sector Unconstrained Bond ETF**  
as a Lender

By: /s/ Jennings, Kyle  
Name: Jennings, Kyle  
Title: Managing Director

By:  
Name:  
Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Virtus Senior Floating Rate Fund**  
as a Lender

By: /s/ Kyle Jennings

Name: Kyle Jennings

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Virtus Strategic Income Fund**

as a Lender

By: /s/ Kyle Jennings

Name: Kyle Jennings

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Virtus Tactical Allocation Fund**

as a Lender

By: /s/ Kyle Jennings

Name: Kyle Jennings

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Voya CLO 2015-3, Ltd.,**

as a Lender

By: Voya Alternative Asset Management LLC, as its  
investment manager

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Voya Credit Opportunities Master Fund,**  
as a Lender

By: Voya Alternative Asset Management LLC, as its  
investment manager

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Voya Floating Rate Fund,**

as a Lender

BY: Voya Investment Management Co. LLC, as its investment  
manager

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Voya Investment Trust Co. Plan for Common Trust Funds  
- Voya Senior Loan Common Trust Fund,**  
as a Lender

BY: Voya Investment Trust Co. as its trustee

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Voya Investment Trust Co. Plan for Employee Benefit  
Investment Funds - Voya Senior Loan Trust Fund,**

as a Lender

BY: Voya Investment Trust Co. as its trustee

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Voya Prime Rate Trust,**

as a Lender

BY: Voya Investment Management Co. LLC, as its investment  
manager

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Voya Senior Income Fund,**

as a Lender

BY: Voya Investment Management Co. LLC, as its investment  
manager

By: /s/ Colin Clingan

Name: Colin Clingan

Title: Vice President

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**VVIT: Virtus Multi-Sector Fixed Income Series**  
as a Lender

By: /s/ Kyle Jennings

Name: Kyle Jennings

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Wasatch CLO Ltd,**

as a Lender

BY: Invesco Senior Secured Management, Inc. as Portfolio  
Manager

By: /s/ Kevin Egan

Name: Kevin Egan

Title: Authorized Individual

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Waterson Park CLO, Ltd,**

as a Lender

By: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Watford Asset Trust I,**

as a Lender

by Highbridge Principal Strategies, LLC as its Investment  
Manager

By: /s/ Serge Adam

Name: Serge Adam

Title: Managing Director

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Webster Park CLO, Ltd,**

as a Lender

By: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Wellington Multi-Sector Credit Fund,**

as a Lender

By: Wellington Management Company, LLP as its Investment  
Adviser

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Wellington Trust Company, NA Multiple Collective  
Investment Funds Trust II, Multi Sector Credit Portfolio,**  
as a Lender

By: Wellington Management Company, LLP as its Investment  
Adviser

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Wellington Trust Company, National Association Multiple  
Collective Investment Funds Trust II, Core Bond Plus/High  
Yield Bond Portfolio,**

as a Lender

By: Wellington Management Company, LLP as its Investment  
Advisor

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Wellington Trust Company, National Association Multiple  
Common Trust Funds Trust- Opportunistic Fixed Income  
Allocation Portfolio,**

as a Lender

By: Wellington Management Company, LLP as its Investment  
Advisor

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

Wells Fargo Bank, National Association,  
as a Lender

By: /s/ P. Jeffrey Huth

Name: P. Jeffrey Huth

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Wells Fargo Multi-Sector Income Fund,**

as a Lender

by: Wells Capital Management, as Investment Advisor

By: /s/ Benjamin Fandinola

Name: Benjamin Fandinola

Title: Trade Operations Specialist

By:

Name:

Title:

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**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Wells Fargo Strategic Income Fund,**

as a Lender

by: Wells Capital Management, as Investment Advisor

By: /s/ Benjamin Fandinola

Name: Benjamin Fandinola

Title: Trade Operations Specialist

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Westcott Park CLO, Ltd.,**

as a Lender

By: GSO / Blackstone Debt Funds Management LLC as  
Collateral Manager to Warehouse Parent, Ltd.

By: /s/ Thomas Iannarone

Name: Thomas Iannarone

Title: Authorized Signatory

By:

Name:

Title:

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**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**WM Pool - High Yield Fixed Interest Trust**

as a Lender

By: Loomis, Sayles & Company, L.P., its Investment Manager

By: Loomis, Sayles & Company, Incorporated, its General  
Partner

By: /s/ Mary McCarthy

Name: Mary McCarthy

Title: Vice President, Legal and Compliance Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]



**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**Workers Compensation Fund,**

as a Lender

By: Wellington Management Company, LLP as its  
Investment Adviser

By: /s/ Jessica Gravel

Name: Jessica Gravel

Title: Analyst

By:

Name:

Title:

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ZAIS CLO 2, Limited,**  
as a Lender  
ZAIS CLO 2, Limited

By: /s/ Vincent Ingato

Name: Vincent Ingato  
Title: Managing Director

By:

Name:  
Title:

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**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

**ZURICH AMERICAN INSURANCE COMPANY,**  
as a Lender  
By: Highbridge Principal Strategies, LLC as Investment  
Manager

By: /s/ Serge Adam  
Name: Serge Adam  
Title: Managing Director

By:  
Name:  
Title:

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(i) CONSENT TO SECOND INCREMENTAL AMENDMENT

CREDIT SUISSE AG, Cayman Islands Branch,  
as a Lender

By: /s/ Nupur Kumar

Name: Nupur Kumar

Title: Authorized Signatory

By: /s/ Whitney Gaston

Name: Whitney Gaston

Title: Authorized Signatory

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**CONSENT TO SECOND INCREMENTAL  
AMENDMENT**

MORGAN STANLEY SENIOR FUNDING, INC.  
as a Lender

By: /s/ Alice Lee

Name: Alice Lee

Title: Vice President

[SIGNATURE PAGE TO FIRST LIEN INCREMENTAL TERM LOAN AMENDMENT]

**Schedule 2.01(A)**

**2016 Incremental Term Lender**

**2016 Incremental Term Loan Commitment**

Jefferies Finance LLC

\$80,000,000.00

Total:

\$80,000,000.00

**Surgery Partners Announces Pricing of \$400 Million Senior Note Offering**

NASHVILLE, Tennessee, March 29, 2016 —Surgery Partners, Inc. (NASDAQ: SGRY) today announced that its wholly owned subsidiary, Surgery Center Holdings, Inc. (collectively, “Surgery Partners”), priced \$400,000,000 aggregate principal amount of 8.875% senior unsecured notes due 2021 (the “notes”) in a previously announced private offering exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”). The offering is expected to close on March 31, 2016, subject to certain customary closing conditions. The notes will be guaranteed (the “guarantees”) on a senior unsecured basis by each domestic wholly owned subsidiary of Surgery Center Holdings, Inc. that guarantees Surgery Center Holdings, Inc.’s obligations under its senior secured credit facilities.

Surgery Partners intends to use the net proceeds from this offering to repay the borrowings outstanding under its senior secured second lien credit facility, to repay the outstanding balance on its revolving credit facility, to pay fees and expenses associated with this offering and for general corporate purposes.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy securities, nor shall there be any offer, solicitation or sale in any jurisdiction in which, or to any person to whom, such offer, solicitation or sale would be unlawful. The notes and the guarantees are being offered and sold only to “qualified institutional buyers” in the United States pursuant to Rule 144A under the Securities Act of 1933, and to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act. The notes and the guarantees have not been, and will not be, registered under the Securities Act or any state securities laws and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act and applicable state laws.

**Forward-Looking Statements**

This press release contains forward-looking statements within the meaning of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995 relating to the expected closing of the notes offering and Surgery Partners’ intention to apply the resulting net proceeds of the notes. Such statements are based on current expectations and beliefs only, and involve risks and uncertainties and assumptions relating to our operations, financial condition, business, prospects, growth strategy and liquidity, the realization of which may cause our actual results to differ materially from those projected by such forward-looking statements. The forward-looking statements made in this press release are made only as of the date of the hereof. Except as required by law, Surgery Partners undertakes no obligation to update any forward-looking statement, whether as a result of new information or otherwise.

**About Surgery Partners**

Headquartered in Nashville, Tennessee, Surgery Partners is a leading healthcare services company with a differentiated outpatient delivery model focused on providing high quality, cost effective solutions for surgical and related ancillary care in support of both patients and physicians. Founded in 2004, Surgery Partners is one of the largest and fastest growing surgical services businesses in the country, with more than 140 locations across 29 states, including ambulatory surgery centers, surgical hospitals, a diagnostic laboratory, multi-specialty physician practices and urgent care facilities.

**Contact**

Teresa Sparks, CFO  
Surgery Partners, Inc.  
(615) 234-8940

IR@surgerypartners.com