EXTRACT — ARTICLES VI & VII

CREDIT AGREEMENT

dated as of June 14, 2024
among **Falcon Services, LLC**, as Borrower,
the Lenders party hereto, and
Trust Bank, N.A., as Administrative Agent

This excerpt reproduces Article VI (Affirmative Covenants — Reporting) and Article VII (Financial Covenants) of the executed Credit Agreement. Defined terms used herein and not otherwise defined have the meanings set forth in Article I of the Credit Agreement.

ARTICLE VI — AFFIRMATIVE COVENANTS (REPORTING)

§6.01 Financial Statements and Other Information.

(a) **Quarterly Financials.** The Borrower shall deliver to the Administrative Agent, within forty-five (45) days after the end of each Fiscal Quarter, the unaudited consolidated balance sheet, statement of operations, and statement of cash flows of the Borrower and its Subsidiaries for such Fiscal Quarter.

(b) **Annual Financials.** Within one hundred twenty (120) days after each Fiscal Year-end, audited consolidated financial statements together with the report and opinion of independent registered public accountants of nationally recognized standing.

(c) **Compliance Certificate.** Concurrently with the delivery of each set of financial statements under clauses (a) and (b) above, a Compliance Certificate executed by a Financial Officer of the Borrower setting forth (i) the calculation of each Financial Covenant set forth in Section 7.13, (ii) a reasonably detailed reconciliation of Consolidated EBITDA, and (iii) a certification that no Default or Event of Default has occurred and is continuing.

(d) **Customer Concentration Reporting.** Concurrently with each Compliance Certificate, a schedule of the twenty (20) largest customers of the Borrower for the trailing twelve (12) months, including revenue contribution and contractual term remaining.

(e) **Lease Schedule.** Within thirty (30) days after each Fiscal Quarter-end, an updated schedule of all real property leases of the Borrower and its Subsidiaries identifying any leases commenced or terminated during the preceding twelve (12) months.

ARTICLE VII — FINANCIAL COVENANTS

§7.13 Financial Covenants.

The Borrower shall comply with each of the Financial Covenants set forth in this Section 7.13, in each case tested as of the last day of each Fiscal Quarter (other than the Minimum Liquidity Covenant under §7.13(c) below, which shall be tested as of the last day of each calendar month):

§7.13(a) — Maximum Total Net Leverage Ratio.

The Total Net Leverage Ratio shall not exceed 5.25 to 1.00 as of the last day of each Fiscal Quarter. For the avoidance of doubt, "Total Net Leverage Ratio" means the ratio of (i) Consolidated Total Debt as of such date *minus* Unrestricted Cash as of such date to (ii) Consolidated EBITDA for the Test Period most recently ended. The covenant level under this clause (a) shall not step down absent the occurrence of an Equity Cure Event or a written amendment to this Agreement.

§7.13(b) — Minimum Fixed Charge Coverage Ratio.

The Fixed Charge Coverage Ratio shall not be less than 1.25 to 1.00 as of the last day of each Fiscal Quarter. "Fixed Charge Coverage Ratio" means the ratio of (i) Consolidated EBITDA *minus* unfinanced Capital Expenditures *minus* Cash Taxes Paid for the Test Period to (ii) the sum of (A) Cash Interest Expense, (B) Scheduled Principal Payments, and (C) Operating Lease Payments for the Test Period.

§7.13(c) — Minimum Liquidity.

The Borrower shall maintain, at all times, Liquidity of not less than $12,500,000. "Liquidity" means the sum of Unrestricted Cash and unused availability under the Revolving Credit Facility (without giving effect to any borrowing-base limitation absent the imposition of a Cash Dominion Period).

§7.13(d) — Equity Cure Right.

Notwithstanding §7.13(a) and §7.13(b) above, in the event of a Financial Covenant breach, the Sponsor may, on or prior to the date that is ten (10) Business Days after the date the relevant Compliance Certificate is required to be delivered, make a contribution to the Borrower's common equity in an amount sufficient to cure such breach (an "Equity Cure"); *provided* that (i) the Equity Cure proceeds shall be deemed to increase Consolidated EBITDA solely for the purpose of determining compliance with clauses (a) and (b) for the relevant Test Period, (ii) no more than four (4) Equity Cures may be exercised over the term of this Agreement, and (iii) no more than two (2) Equity Cures may be exercised in any period of four consecutive Fiscal Quarters.

§7.14 Definitions Relevant to Financial Covenants.

Consolidated EBITDA. For any Test Period, Consolidated Net Income for such period *plus* the following, to the extent deducted in the calculation of such Consolidated Net Income: (i) Consolidated Interest Expense, (ii) Consolidated Tax Expense, (iii) depreciation and amortization, (iv) any non-cash charges, including write-downs of goodwill and intangible assets, (v) restructuring charges and integration costs in an aggregate amount not to exceed the greater of $5,000,000 and 7.5% of Consolidated EBITDA for any trailing twelve-month period, (vi) Sponsor management, monitoring, and consulting fees actually paid in cash and permitted under Section 8.06, (vii) extraordinary, unusual, or non-recurring losses, charges, or expenses, and (viii) costs and expenses incurred in connection with the establishment of new facilities or service hubs (including pre-opening expenses) for a period not to exceed eighteen (18) months following commencement of operations at such facility.

Test Period. The most recently ended period of four consecutive Fiscal Quarters of the Borrower for which financial statements have been delivered pursuant to Section 6.01.

Tranche B Loans. The Term Loan B advances made on the Closing Date in the original aggregate principal amount of $90,000,000, bearing interest at Term SOFR + 575 basis points, with the applicable margin subject to

reset on the Tranche B Reset Date as set forth in Section 2.07(b).

Sample disclosure: synthetic credit-agreement excerpt prepared for public demonstration. Not derived from any actual borrower, lender, sponsor, or transaction.