EXHIBIT F

New First Lien Debt Facility Credit Agreement

CREDIT AND

SECURITY AGREEMENT

Dated as of January [●], 2015

among

UNITEK GLOBAL SERVICES, INC., UNITEK ACQUISITION, INC.,
PINNACLE WIRELESS USA, INC., UNITEK USA, LLC,
ADVANCED COMMUNICATIONS USA, INC.,
DIRECTSAT USA, LLC, FTS USA, LLC, and UNITEK SERVICES COMPANY, LLC,
as Borrowers

and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent for Lenders

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EXHIBITS

CREDIT AND

SECURITY AGREEMENT

Credit and Security Agreement dated as of January [●], 2015, among UNITEK GLOBAL SERVICES, INC., a corporation organized under the laws of the State of Delaware ("UniTek Parent"), UNITEK ACQUISITION, INC., a corporation organized under the laws of the State of Delaware ("UniTek Acquisition"), PINNACLE WIRELESS USA, INC., a corporation organized under the laws of the State of Delaware ("Pinnacle"), UNITEK USA, LLC, a limited liability company organized under the laws of the State of Delaware ("UniTek USA"), ADVANCED COMMUNICATIONS USA, INC., a corporation organized under the laws of the State of Delaware ("Advanced Communications"), DIRECTSAT USA, LLC, a limited liability company organized under the laws of the State of Delaware ("DirectSat"), FTS USA, LLC, a limited liability company organized under the laws of the State of Delaware ("FTS"), UniTek Services Company, LLC, a limited liability company organized under the laws of the State of Delaware ("UniTek Services Co.") (UniTek Parent, UniTek Acquisition, Pinnacle, UniTek USA, Advanced Communication, DirectSat, FTS, UniTek Services Co. and each Person joined hereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), the financial institutions which are now or which hereafter become a party hereto (collectively, the "Lenders" and each individually a "Lender") and WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative and collateral agent for Lenders (in such capacity, the "Agent").

IN CONSIDERATION of the mutual covenants and undertakings herein contained, Borrowers, Lenders and Agent hereby agree as follows:

I. DEFINITIONS.

1.1 Accounting Terms. As used in this Agreement, the Other Documents or any certificate, report or other document made or delivered pursuant to this Agreement, accounting terms not defined in Section 1.2 or elsewhere in this Agreement and accounting terms partly defined in Section 1.2 to the extent not defined, shall have the respective meanings given to them under GAAP; provided, however, that, notwithstanding anything to the contrary herein, all accounting or financial terms used herein shall be construed, and all financial computations pursuant hereto shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar effect) to value any Indebtedness or other liabilities of any Borrower at "fair value," as defined therein.

1.2 General Terms. For purposes of this Agreement the following terms shall have the following meanings:

"Accountants" shall have the meaning set forth in Section 9.7 hereof.

"Advances" shall mean and include the Initial Commitment Advances, L/C Commitment Advances, Revolving Advances, Roll-Up Advances, Participation Advances, L/C Participation Advances, Roll-Up Participation Advances and the Second Out Tranche Advances.

"Affiliate" of any Person shall mean (a) any Person which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person, or (b) any Person who is a director, manager, member, managing member, general partner or officer (i) of such Person, (ii) of any Subsidiary of such Person or (iii) of any Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (x) to vote 10% or more of the Equity Interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for any such Person, or (y) to direct or cause the direction of the management and policies of such Person whether by ownership of Equity Interests, contract or otherwise.

"Affiliated Lender" shall mean (a) any Lender which, directly or indirectly, together with its Affiliates, has the power, direct or indirect, (x) to vote or direct the voting of any type or class of Equity Interests of a Borrower (or securities convertible or exchangeable into Equity Interests), or (y) to direct or cause the direction of the management and policies of a Borrower whether by ownership of Equity Interests, contract or otherwise, or (b) any Lender who is (or has an Affiliate that is) a director, manager, member, managing member, general partner or officer (i) of a Borrower, (ii) of any Subsidiary of a Borrower or (iii) of any Person described in clause (a) above.

"Affiliated Lender Participant" means, at any time, a Person who holds or who, upon the effectiveness of a grant of a Participation, would be, if such Person were a Lender, an Affiliated Lender.

"Agent" shall have the meaning set forth in the preamble to this Agreement and shall include its successors and assigns.

"Agreement" shall mean this Credit and Security Agreement, as it may be amended, modified, supplemented, restated or replaced from time to time.

"AIC" shall mean Apollo Investment Corporation and all of its successors and assigns.

"Alternate Base Rate" shall mean, for any day, a rate per annum equal to the highest of (i) the Base Rate in effect on such day, (ii) the Federal Funds Open Rate in effect on such day plus one half of one-percent (0.50%), and (iii) the sum of the Daily LIBOR Rate in effect on such day plus one percent (1.00%), so long as a Daily LIBOR Rate is offered, ascertainable and not unlawful.

"Anti-Terrorism Laws" shall mean any Applicable Laws relating to terrorism or money laundering, including Executive Order No. 13224, the USA PATRIOT Act, the Applicable Laws comprising or implementing the Bank Secrecy Act, and the Applicable Laws administered by the United States Treasury Department's Office of Foreign Asset Control (as any of the foregoing Applicable Laws may from time to time be amended, renewed, extended, or replaced).

"Applicable Law" shall mean all laws, rules and regulations applicable to the Person, conduct, transaction, covenant, Other Document or contract in question, including all applicable common law and equitable principles; all provisions of all applicable state, federal and foreign constitutions, statutes, rules, regulations, treaties, directives and orders of any Governmental Body, and all orders, judgments and decrees of all courts and arbitrators.

"Applicable Margin" shall mean (a) for First Out Tranche Advances and the Revolving Letter of Credit Fees, the applicable percentage specified below:

APPLICABLE MARGINS FOR DOMESTIC RATE LOANS	APPLICABLE MARGINS FOR EURODOLLAR RATE LOANS	APPLICABLE MARGIN FOR LETTERS OF CREDIT
7.50%	8.50%	8.00%

; and (b) for Second Out Tranche Advances and the Roll-Up Letter of Credit Fees, the applicable percentage specified below:

APPLICABLE MARGINS FOR DOMESTIC RATE LOANS	APPLICABLE MARGINS FOR EURODOLLAR RATE LOANS	ROLL-UP LETTER OF CREDIT FEES
6.50%	7.50%	7.50%

; provided, however, that the percentages set forth in the table above in this clause (b) under the headings "Applicable Margin for Domestic Rate Loans," "Applicable Margin for Eurodollar Rate Loans" and "Roll-Up Letter of Credit Fees" shall increase to 7.50%, 8.50% and 8.50%, respectively, on the second anniversary of the Closing Date.

"Approved Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Authority" shall have the meaning set forth in Section 4.19(d) hereof.

"BAML" shall mean Bank of America, N.A.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, being Title 11 of the United States Code as enacted in 1978, as the same has heretofore been or may hereafter be amended, recodified, modified or supplemented, together with all rules, regulations and interpretations thereunder or related thereto.

"Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of Delaware.

"Base Rate" shall mean the "prime rate" of BAML as publicly announced to be in effect from time to time, such rate to be adjusted automatically, without notice, on the effective date of any change in such rate. This rate of interest is determined from time to time by BAML as a means of pricing some loans to its customers and is neither tied to any external rate of interest or index nor does it necessarily reflect the lowest rate of interest actually charged by BAML to any particular class or category of customers of BAML.

"Benefited Lender" shall have the meaning set forth in Section 2.20(d) hereof.

"Blocked Accounts" shall have the meaning set forth in Section 4.15(h) hereof.

"Blocked Account Bank" shall have the meaning set forth in Section 4.15(h) hereof.

"Blocked Person" shall have the meaning set forth in Section 5.24(b) hereof.

"Borrower" or "Borrowers" shall have the meaning set forth in the preamble to this Agreement and shall extend to all permitted successors and assigns of such Persons.

"Borrowers on a Consolidated Basis" shall mean the consolidation in accordance with GAAP of the accounts or other items of the Borrowers and their respective Subsidiaries.

"Borrowers' Account" shall have the meaning set forth in Section 2.8 hereof.

"Borrowing Agent" shall mean UniTek Parent.

"Business Day" shall mean any day other than Saturday or Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in New York, New York or Wilmington, Delaware and, if the applicable Business Day relates to any Eurodollar Rate Loans, such day must also be a day on which dealings are carried on in the London interbank market.

"Capital Expenditures" shall mean expenditures made or liabilities incurred for the acquisition of any fixed assets or improvements, replacements, substitutions or additions thereto which have a useful life of more than one year, which, in accordance with GAAP, would be classified as capital expenditures. For purposes of calculating any financial covenant set forth in Section 7.25, Capital Expenditures shall exclude Permitted Acquisitions, expenditures consisting of reinvestments of the proceeds from any disposition or from insurance proceeds and expenditures with proceeds from Excluded Issuance and Subordinated Debt.

"Capitalized Lease Obligation" shall mean any Indebtedness of any Borrower represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

"Cash Collateral Account" shall mean account number 8026559714 at PNC in the name "Unitek Global Services, Inc.", which account is subject to the control of the Agent.

"Cash Equivalents" shall mean (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition; (b) certificates of deposit, time deposits, eurodollar time deposits or overnight bank deposits having maturities of six months or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States or any state thereof having combined capital and surplus of not less than $500,000,000; (c) commercial paper of an issuer rated at least A-1 by Standard & Poor's Financial Services LLC ("S&P") or P-1 by Moody's Investors Service, Inc. ("Moody's"), or

carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of commercial paper issuers generally, and maturing within six months from the date of acquisition; (d) repurchase obligations of any Lender or of any commercial bank satisfying the requirements of clause (b) of this definition, having a term of not more than 30 days, with respect to securities issued or fully guaranteed or insured by the United States government; (e) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody's; (f) securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any Lender or any commercial bank satisfying the requirements of clause (b) of this definition; (g) money market mutual or similar funds that invest exclusively in assets satisfying the requirements of clauses (a) through (f) of this definition; or (h) money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, (ii) are rated AAA by S&P and Aaa by Moody's and (iii) have portfolio assets of at least $5,000,000,000.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq.

"Cetus" shall mean Cetus Capital II, LLC.

"Change in Law" shall mean the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Applicable Law, (b) any change in any Applicable Law or in the administration, interpretation or application thereof by any Governmental Body or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Body; provided however, for purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, guidelines and directives in connection therewith are deemed to have gone into effect and adopted after the date of this Agreement, and provided further, for purposes of Section 3.9, all requests, rules, guidelines or directives promulgated by the Bank of International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or the United States financial regulatory authorities with respect to capital adequacy shall be deemed to be a Change in Law regardless of the date adopted, issued, promulgated or implemented.

"Change of Control" shall mean (a) the occurrence of any event (whether in one or more transactions) which results in a transfer to a "person" or "group of persons" (within the meaning of Section 13 or 14 of the Securities Exchange Act of 1934), other than one or more Permitted Holders, of "beneficial ownership" (within the meaning of Rule 13d-3 promulgated by the SEC under said Act) of or the power to vote, directly or indirectly, forty-five percent (45%) of the Equity Interests of UniTek Parent with the power to vote for and elect members of the board of directors of UniTek Parent (provided that a person or group shall be deemed to have beneficial ownership of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time or the satisfaction of other conditions and irrespective of the financial and other terms upon which such right may be exercised),

(b) Permitted Holders shall cease to own and control at least a majority of the issued and outstanding Equity Interests of UniTek Parent (without regard to the occurrence of any contingency) with the power to vote for and elect members of the board of directors of UniTek Parent, (c) the failure at any time of the majority of members of the board of directors of UniTek Parent to be members that were nominated for election or elected to such board by (or received the vote required to be a member of such board from) the Permitted Holders, or (d) the occurrence of any event (whether in one or more transactions) which results in any Borrower (other than UniTek Parent) ceasing to be a 100% wholly-owned direct or indirect Subsidiary of UniTek Parent except in connection with any dispositions permitted by Section 4.3.

"Chapter 11 Cases" shall mean the cases commenced by the Borrowers under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

"Charges" shall mean all taxes, charges, fees, imposts, levies or other assessments, including all net income, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation and property taxes, custom duties, fees, assessments, liens, claims and charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts, imposed by any taxing or other authority, domestic or foreign (including the Pension Benefit Guaranty Corporation or any environmental agency or superfund), upon the Collateral, any Borrower or any of its Affiliates.

"Closing Date" shall mean January [__], 2015, or such other date as may be agreed to by the parties hereto, on which all conditions precedent to the making (or the deemed making) of the initial Advances hereunder shall have been satisfied or waived in accordance with the terms hereof.

"Code" shall mean the Internal Revenue Code of 1986, as the same may be amended or supplemented from time to time, and any successor statute of similar import, and the rules and regulations thereunder, as from time to time in effect.

"Collateral" shall mean and include, collectively, all right, title and interest of each Borrower and each Guarantor in all of the following property and assets of such Borrower and such Guarantor, in each case whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located:

(i) all Accounts and all supporting obligations relating thereto;

(ii) all Equipment (including motor vehicles and other assets subject to a certificate of title statute), Goods, Inventory (excluding DIRECTV Inventory) and Fixtures;

(iii) all Instruments, Documents, Promissory Notes, Drafts and Chattel Paper;

(iv) all letters of credit (as defined in the Uniform Commercial Code) and Letter-of-Credit Rights (whether or not the letter of credit is evidenced by a writing);

(v) all Securities;

(vi) all Investment Property and Financial Assets;

(vii) all Intellectual Property;

(viii) all Commercial Tort Claims;

(ix) all General Intangibles and all Supporting Obligations related thereto;

(x) all Deposit Accounts;

(xi) all Supporting Obligations

(xii) all books and records (including information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form (collectively, "Records") indicating, summarizing, or evidencing assets of such Borrower or Guarantor (including the Collateral) or liabilities, each Record relating to such Borrower's or Guarantor's business operations or financial condition, and each Borrower's or Guarantor's goods or General Intangibles related to such information), ledger cards, files, correspondence, customer lists, supplier lists, blueprints, technical specifications, manuals, computer software and related documentation, computer printouts, tapes, disks and other electronic storage media and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;

(xiii) all Subsidiary Stock;

(xiv) [reserved];

(xv) all cash (including all cash held in the Cash Collateral Account and all monies on deposit therein), money or Cash Equivalent that now or hereafter comes into existence, whether or not in the possession, custody, or control of the Agent (or its agent or designee) or any other Lender;

(xvi) to the extent not covered by clauses (i) through (xv) of this sentence, choses in action and all other personal property of the Borrowers, whether tangible or intangible; and

(xvii) all Proceeds and products of each of the foregoing, whether tangible or intangible, including proceeds of insurance or Commercial Tort Claims covering or relating to any or all of the foregoing, and any and all Accounts, Equipment, Goods, Inventory, Fixtures, Instruments, Documents, Promissory Notes, Drafts, Chattel Paper, Securities, Investment Property, Financial Assets, Intellectual Property, Commercial Tort Claims, Genral Intangibles, Deposit Accounts, Supporting Obligations, books and Records, cash, money, choses in action or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the foregoing, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and

the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to any of the Borrowers from time to time with respect to any of the foregoing. It is the intention of the parties that if Agent shall fail to have a perfected Lien in any particular property or assets of any Borrower or any Guarantor for any reason whatsoever, but the provisions of this Agreement and/or of the Other Documents, together with all financing statements and other public filings relating to Liens filed or recorded by Agent against Borrowers or Guarantors, would be sufficient to create a perfected Lien in any property or assets that such Borrower or such Guarantor may receive upon the sale, lease, license, exchange, transfer or disposition of such particular property or assets, then all such "proceeds" of such particular property or assets shall be included in the Collateral.

All capitalized terms used in this definition and not defined have the meanings assigned to them in the Uniform Commercial Code.

"Commitment" shall mean any of the Revolving Commitments, the L/C Commitments and the Roll-Up Commitments, and "Commitments" shall mean Revolving Commitments, the L/C Commitments and the Roll-Up Commitments, collectively.

"Commitment Percentage" of any Lender shall mean, as applicable, the Initial Commitment Percentage, the Revolving Commitment Percentage, the L/C Commitment Percentage and the Roll-Up Commitment Percentage set forth below such Lender's name on the signature page hereof as same may be adjusted upon any assignment by or to a Lender pursuant to Section 16.3(c) or (d) hereof. A Lender's Initial Commitment Percentage, Revolving Commitment Percentage and L/C Commitment Percentage shall be the same (taking into account the applicable Commitments of it and its Affiliates) and no Lender may assign such Commitments other than on a pro rata basis (except to its Affiliates).

"Commitment Termination Date" shall have the meaning set forth in Section 13.1 hereof.

"Commitment Transfer Supplement" shall mean a document in the form of Exhibit 16.3 hereto, properly completed and otherwise in form and substance satisfactory to Agent by which the Purchasing Lender purchases and assumes a portion of the obligation of Lenders to make Advances under this Agreement.

"Compliance Certificate" shall mean a compliance certificate substantially in the form attached hereto as Exhibit 1.2(a) to be signed by the Chief Financial Officer or Controller of Borrowing Agent, which shall state that, based on an examination sufficient to permit such officer to make an informed statement, (a) no Default or Event of Default exists, or if such is not the case, specifying such Default or Event of Default, its nature, when it occurred, whether it is continuing and the steps being taken by Borrowers with respect to such default and, such certificate shall have appended thereto calculations which set forth Borrowers' compliance with the requirements or restrictions imposed by Sections 7.4, 7.7, 7.8 and 7.25; and (b) that to the best of such officer's knowledge, each Borrower is in compliance in all material respects with all federal, state and local Environmental Laws, or if such is not the case, specifying all areas of non-compliance and the proposed action such Borrower will implement in order to achieve full

compliance. The Compliance Certificate shall also include the balances of each Permitted DirectSat Intercompany Advance and all other intercompany loans then outstanding made by UniTek Parent, UniTek Services Co. or the DirectSat Subsidiaries to any of the Other Entities, and the borrowing and repayment activity on all such advances since the date of the most recent prior Compliance Certificate.

"Confirmation Order" shall mean the order entered by the Bankruptcy Court on December [●], 2014, confirming the Plan of Reorganization.

"Consents" shall mean all filings and all licenses, permits, consents, approvals, authorizations, qualifications and orders of Governmental Bodies and other third parties, domestic or foreign, necessary to carry on any Borrower's business or necessary (including to avoid a conflict or breach under any agreement, instrument, other document, license, permit or other authorization) for the execution, delivery or performance of this Agreement, and the Other Documents, including any Consents required under all applicable federal, state or other Applicable Law.

"Consolidated Current Assets" shall mean, at any date, all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a combined balance sheet of UniTek Services Co. and the DirectSat Subsidiaries at such date.

"Consolidated Current Liabilities" shall mean, at any date, all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a combined balance sheet of UniTek Services Co. and the DirectSat Subsidiaries at such date, but excluding (a) the current portion of any Funded Debt and (b) without duplication of clause (a) above, all Indebtedness consisting of Advances to the extent otherwise included therein.

"Consolidated EBITDA" shall mean, for any period, Consolidated Net Income for such period plus, without duplication and to the extent reflected as a charge in the statement of such Consolidated Net Income for such period, the sum of (a) income tax expense, (b) interest expense, amortization or writeoff of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Advances), (c) depreciation and amortization expense, (d) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (e) non-cash stock compensation expense, (f) any extraordinary or non-recurring cash expenses or losses consisting of restructuring costs, not to exceed (i) $8.0 million in the aggregate for all fiscal quarters during the fiscal year ending December 31, 2015 and (ii) $3.0 million in the aggregate for all fiscal quarters during each fiscal year ending thereafter, in each case without the consent of the Required Lenders and (g) any extraordinary or non-recurring non-cash expenses or losses (including, whether or not otherwise includable as a separate item in the statement of such Consolidated Net Income for such period, non-cash losses on sales of assets outside of the ordinary course of business), and minus, (a) to the extent included in the statement of such Consolidated Net Income for such period, the sum of (i) interest income, (ii) any extraordinary, unusual or non- recurring income or gains (including, whether or not otherwise includable as a separate item in the statement of such Consolidated Net Income for such period, gains on the sales of assets outside of the ordinary course of business),

(iii) income tax credits (to the extent not netted from income tax expense) and (iv) any other non-cash income and (b) any cash payments made during such period in respect of items described in clause (e) above subsequent to the fiscal quarter in which the relevant non-cash expenses or losses were reflected as a charge in the statement of Consolidated Net Income, all as determined on a consolidated basis. For the purposes of calculating Consolidated EBITDA for any period of four consecutive fiscal quarters (each, a "Reference Period") pursuant to any determination of the Consolidated Leverage Ratio and Consolidated Fixed Charge Coverage Ratio, (i) if at any time during such Reference Period UniTek Services Co. or the DirectSat Subsidiaries shall have made any Material Disposition, the Consolidated EBITDA for such Reference Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Reference Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Reference Period and (ii) if during such Reference Period UniTek Services Co. or the DirectSat Subsidiaries shall have made a Material Acquisition, Consolidated EBITDA for such Reference Period shall be calculated after giving pro forma effect thereto as if such Material Acquisition occurred on the first day of such Reference Period. As used in this definition, "Material Acquisition" means any acquisition of property or series of related acquisitions of property that (a) constitutes assets comprising all or substantially all of an operating unit of a business or constitutes all or substantially all of the common stock of a Person and (b) involves the payment of consideration in excess of $1,000,000; and "Material Disposition" means any disposition of property or series of related dispositions of property that yields gross proceeds in excess of $1,000,000. Notwithstanding anything in this definition to the contrary, Consolidated EBITDA shall be calculated to (x) exclude in all respects any portion of Consolidated EBITDA (and the portion of any items that are included in the calculation of Consolidated EBITDA) that is not attributable to UniTek Services Co. and the DirectSat Subsidiaries and (y) include the proceeds from an Excluded Issuance or a Subordinated Debt issuance to the extent the proceeds are used in accordance with the provisions of Article X as a Permitted Cure.

"Consolidated Fixed Charge Coverage Ratio" shall mean, for any period, the ratio of (a) Consolidated EBITDA for such period less the aggregate amount actually paid by UniTek Services Co. and the DirectSat Subsidiaries during such period on account of Capital Expenditures (excluding the principal amount of Indebtedness (other than any Advances) incurred in connection with such expenditures and the amount of any Excluded Issuances designated at the time thereof by Borrowers as being made to finance such expenditures) to (b) Consolidated Fixed Charges for such period.

"Consolidated Fixed Charges" shall mean, for any period, the sum (without duplication) of (a) Consolidated Interest Expense for such period, (b) Consolidated Lease Expense for such period (other than amounts constituting Consolidated Lease Expense which are included for such period pursuant to clause (a) or (d)), (c) taxes on income paid or payable in cash, as determined for all Borrowers and their Subsidiaries on a consolidated basis (net of the portion of taxes made on behalf of or for the benefit of the Other Entities by UniTek Services Co. and the DirectSat Subsidiaries under the Shared Services Agreement for which reimbursements by the Other Entities are required under the terms of the Shared Services Agreement), and (d) scheduled payments made during such period on account of (x) principal of all of the Obligations (including scheduled principal payments in respect of the Advances) and (y) principal of all other Funded Debt of UniTek Parent, UniTek Services Co. and the DirectSat Subsidiaries.

"Consolidated Interest Expense" shall mean, for any period, total cash interest expense (including that attributable to Capital Lease Obligations) of UniTek Parent, UniTek Services Co. and the DirectSat Subsidiaries for such period (net of the portion of cash interest expense made on behalf of or for the benefit of the Other Entities by UniTek Services Co. and the DirectSat Subsidiaries under the Shared Services Agreement for which reimbursements by the Other Entities are required under the terms of the Shared Services Agreement), with respect to (x) all outstanding Obligations and (y) all other outstanding Funded Debt of UniTek Parent, UniTek Services Co. and the DirectSat Subsidiaries (including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing and net costs under Interest Rate Hedge agreements to the extent such net costs are allocable to such period in accordance with GAAP). For purposes of this definition, and notwithstanding anything to the contrary in the immediately preceding sentence, all interest expense in respect of the Obligations (including all commissions, discounts and other fees and charges owed with respect to any Letters of Credit, Roll-Up Letters of Credit, and the WTC Letter of Credit and the net costs under any Interest Rate Hedge agreements shall be deemed to be allocable to the DirectSat Subsidiaries regardless of any contribution or other reimbursement right or claim of any DirectSat Subsidiaries against any other Loan Parties.

"Consolidated Lease Expense" shall mean, for any period, the aggregate amount of fixed and contingent rentals payable by UniTek Parent, UniTek Services Co. and the DirectSat Subsidiaries (net of the portion (if any) of such payables paid on behalf of or for the benefit of the Other Entities by UniTek Services Co. and the DirectSat Subsidiaries under the Shared Services Agreement and for which reimbursements by the Other Entities are required under the terms of the Shared Services Agreement) for such period with respect to Capitalized Lease Obligations, determined on a consolidated basis in accordance with GAAP.

"Consolidated Leverage Ratio" shall mean, as at the last day of any period, the ratio of (a) the sum of the principal amount of (x) all Obligations and (y) all other Funded Debt of UniTek Parent, UniTek Services Co. and the DirectSat Subsidiaries for such period on such day to (b) Consolidated EBITDA for such period.

"Consolidated Net Income" shall mean, for any period, the consolidated net income (or loss) of UniTek Services Co. and the DirectSat Subsidiaries, determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded (a) the income (or deficit) of any Person accrued prior to the date it becomes a Subsidiary of the DirectSat Subsidiaries or is merged into or consolidated with the DirectSat Subsidiaries, (b) the income (or deficit) of any Person (other than a wholly-owned Subsidiary of the DirectSat Subsidiaries) in which the DirectSat Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the DirectSat Subsidiaries in the form of dividends or similar distributions and (c) the undistributed earnings of any Subsidiary of the DirectSat Subsidiaries to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary is not at the time permitted by the terms of any contractual obligation (other than under the Credit Agreement or any Other Document) or requirement of law applicable to such Subsidiary. Notwithstanding anything in this definition to the contrary, Consolidated Net Income shall be calculated (i) except as provided in clauses (ii) and (iii) below, excluding in all respects any portion of Consolidated Net Income (and the portion of any items that are included in the calculation of Consolidated Net Income) that is not attributable to UniTek Services Co. and the

DirectSat Subsidiaries; provided that all interest, fees, costs and other charges incurred in connection with this Agreement and the Other Documents during the applicable period shall be deemed to be attributable to the DirectSat Subsidiaries, (ii) excluding from Consolidated Net Income payments of expenses made on behalf of or for the benefit of the Other Entities by UniTek Services Co. and the DirectSat Subsidiaries under the Shared Services Agreement for which reimbursements by the Other Entities are required under the terms of the Shared Services Agreement, and (iii) providing for tax liabilities and expenses for all Borrowers and their Subsidiaries on a consolidated basis, rather than providing for the tax liabilities and expenses of UniTek Services Co. and the DirectSat Subsidiaries.[1]

"Consolidated Working Capital" shall mean, at any date, the excess of Consolidated Current Assets on such date over Consolidated Current Liabilities on such date.

"Contract Rate" shall have the meaning set forth in Section 3.1 hereof.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "Controlling" and "Controlled" shall have meanings correlative thereto.

"Controlled Group" shall mean, at any time, each Borrower and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control and all other entities which, together with any Borrower, are treated as a single employer under Section 414 of the Code.

"Controlled Investment Affiliate" shall mean, as to any Person, any other Person which directly or indirectly is in Control of, is Controlled by, or is under common Control with, such Person and is organized by such Person (or any Person Controlling such Person) primarily for making equity or debt investments, directly or indirectly, in portfolio companies of such Person.

"Customer" shall mean and include the account debtor with respect to any Receivable and/or the prospective purchaser of goods, services or both with respect to any contract or contract right, and/or any party who enters into or proposes to enter into any contract or other arrangement with any Borrower, pursuant to which such Borrower is to deliver any personal property or perform any services.

"Customs" shall have the meaning set forth in Section 2.11(b) hereof.

"Daily LIBOR Rate" shall mean, for any day, the rate per annum determined by the Agent by dividing (x) the Published Rate by (y) a number equal to 1.00 minus the Reserve Percentage.

"Debtor Relief Laws" shall mean the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States, any

[1] NTD: Company has requested to exclude CNI effect of fees (in excess of costs) received by UniTek Services Co. on services rendered.

political subdivisions thereof or any other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Default" shall mean an event, circumstance or condition which, with the giving of notice or passage of time or both, would constitute an Event of Default.

"Default Rate" shall have the meaning set forth in Section 3.1 hereof.

"Defaulting Lender" shall mean (I) in respect of Revolving Commitments or Revolving Advances and L/C Commitments or L/C Commitment Advances, any Lender holding such Commitments or Advances that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans in respect of Revolving Commitments or L/C Commitments, (ii) fund any portion of its participations in Letters of Credit or the WTC Letter of Credit or (iii) pay over to Agent, the Issuer or any Lender any other amount required to be paid by it in respect of Revolving Commitments or Revolving Advances and L/C Commitments or L/C Commitment Advances hereunder, unless, in the case of clause (i) above, such Lender notifies the Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified Borrowers or Agent in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement in respect of Revolving Commitments or L/C Commitments (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding such a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within two Business Days after request by Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit and the WTC Letter of Credit under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Agent's receipt of such certification in form and substance satisfactory to the Agent, (d) has become the subject of a Bankruptcy Event or (e) has failed at any time to comply with the provisions of Section 2.22(d) with respect to purchasing participations from the other Lenders, whereby such Lender's share of any payment received, whether by setoff or otherwise, is in excess of its ratable share of such payments due and payable to all of the Lenders; and (II) in respect of Roll-Up Commitments or Roll-Up Advances, any Lender holding such Commitments or Advances that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its loans in respect of Roll-Up Commitments or Roll-Up Advances, (ii) fund any portion of its participations in the Roll-Up Letters of Credit or (iii) pay over to Agent or any Lender any other amount required to be paid by it in respect of Roll-Up Commitments or Roll-Up Advances hereunder, unless, in the case of clause (i) above, such Lender notifies the Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular default, if any) has not been satisfied, (b) has notified Borrowers or Agent in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement in respect of Roll-Up Commitments (unless such writing or public statement indicates that such position is based on

such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding such a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within two Business Days after request by Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Roll-Up Letters of Credit under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Agent's receipt of such certification in form and substance satisfactory to the Agent, (d) has become the subject of a Bankruptcy Event or (e) has failed at any time to comply with the provisions of Section 2.22(d) with respect to purchasing participations from the other Lenders, whereby such Lender's share of any payment received, whether by setoff or otherwise, is in excess of its ratable share of such payments due and payable to all of the Lenders.

As used in this definition and in Section 2.23, the term "Bankruptcy Event" means, with respect to any Person, such Person or such Person's direct or indirect parent company becomes the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, or, in the good faith determination of Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment, provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person or such Person's direct or indirect parent company by a Governmental Body or instrumentality thereof if, and only if, such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Body or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Depository Accounts" shall have the meaning set forth in Section 4.15(h) hereof.

"Depository Account Bank" shall have the meaning set forth in Section 4.15(h) hereof.

"Designated Lender" shall have the meaning set forth in Section 16.3(g) hereof.

"DirectSat Business" shall mean the assets, liabilities and contractual rights and obligations relating to the business division of the Borrowers and their Subsidiaries which provides fulfillment installation, upgrade and maintenance services for satellite content providers, including DIRECTV.

"DirectSat Subsidiaries" shall mean DirectSat and each other Subsidiary (if any) of the Borrowers engaged primarily or exclusively in the DirectSat Business (and for the avoidance of doubt excluding Other Entities and UniTek Parent).

"DIRECTV Inventory" shall mean all Inventory purchased by any Borrower pursuant to and in connection with the HSP Agreement that is subject to a Lien in favor of DIRECTV, Inc.

created under the HSP Agreement and in which, pursuant to the terms and conditions of the HSP Agreement, no Liens may be created in favor of any Person other than DIRECTV, Inc.

"Disqualified Capital Stock" with respect to any Person, shall mean any Equity Interests of such Person which, by its terms, or by the terms of any security into which it is convertible or for which it is putable or exchangeable, or upon the happening of any event, matures or is mandatorily redeemable (other than solely for Equity Interests which are not Disqualified Capital Stock) pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than solely as a result of a change of control or asset sale), in whole or in part; provided, however, that if such Equity Interests are issued to any plan for the benefit of employees of any Borrower or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased in order to satisfy applicable statutory or regulatory obligations.

"Disqualified Institutions" shall mean (i) those banks, financial institutions or other persons separately identified in writing by the Borrowers to the Agent and the Lenders prior to the Closing Date (and reasonably known or identified affiliates of such identified entities) and (ii) bona fide competitors of Borrowers or any of their Subsidiaries (other than banks, bona fide fixed income investors, debt funds or other bona fide non-bank lending entities) identified in writing by the Borrowers to Agent and Lenders from time to time (and reasonably known or identified affiliates thereof).

"Dollar" and the sign "$" shall mean lawful money of the United States of America.

"Domestic Rate Loan" shall mean any Advance that bears interest based upon the Alternate Base Rate.

"Drawing Date" shall mean, with respect to a Letter of Credit, the WTC Letter of Credit or a Roll-Up Letter of Credit, the date that an amount is paid by Issuer under such Letter of Credit, such WTC Letter of Credit or such Roll-Up Letter of Credit, as the case may be.

"Earn-Out Indebtedness" shall have the meaning set forth in the definition of Indebtedness.

"ECF Percentage" shall mean (i) with respect to the fiscal year of the Borrowers ending December 31, 2015, 50% and (ii) with respect to each fiscal year of the Borrowers thereafter, 75%.

"Eligible Lender" shall mean any Person permitted to become a Lender in accordance with Section 16.3 hereof.

"Eligible Participant" shall mean any Person permitted to become a Participant in accordance with Section 16.3 hereof.

"Employee Benefit Plan" shall mean any "employee benefit plan" as defined in Section 3(3) of ERISA which is or was maintained or contributed to by any Company or any of its ERISA Affiliates.

"Environmental Complaint" shall have the meaning set forth in Section 4.19(d) hereof.

"Environmental Laws" shall mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

"Equipment" shall mean and include as to each Borrower all of such Borrower's goods (other than Inventory) whether now owned or hereafter acquired and wherever located including all equipment, machinery, apparatus, motor vehicles, fittings, furniture, furnishings, fixtures, parts, accessories and all replacements and substitutions therefor or accessions thereto.

"Equity Interests" of any Person shall mean any and all shares, rights to purchase, options, warrants, general, limited or limited liability partnership interests, member interests, participation or other equivalents of or interest in (regardless of how designated) equity of such Person, whether voting or nonvoting, including common stock, preferred stock, convertible securities or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act), including in each case all of the following rights relating to such Equity Interests, whether arising under the Organizational Documents of the Person issuing such Equity Interests (the "issuer") or under the applicable laws of such issuer's jurisdiction of organization relating to the formation, existence and governance of corporations, limited liability companies or partnerships or business trusts or other legal entities, as applicable: (i) all economic rights (including all rights to receive dividends and distributions), (ii) all voting rights and rights to consent to any particular action(s) by the applicable issuer, (iii) all management rights with respect to such issuer, (iv) in the case of any Equity Interests consisting of a general partner interest in a partnership, all powers and rights as a general partner with respect to the management, operations and control of the business and affairs of the applicable issuer, (v) in the case of any Equity Interests consisting of the membership/limited liability company interests of a managing member in a limited liability company, all powers and rights as a managing member with respect to the management, operations and control of the business and affairs of the applicable issuer, (vi) all rights to designate or appoint or vote for or remove any officers, directors, manager(s), general partner(s), managing member(s) and/or any members of any board of members/managers/partners/directors that may at any time have any rights to manage and direct the business and affairs of the applicable issuer under its Organizational Documents as in effect from time to time, (vii) all rights to amend the Organizational Documents of such issuer, (viii) in the case of any Equity Interests in a partnership or limited liability company, the status of the holder of such Equity Interests as a "partner", general or limited, or "member" (as applicable) under the applicable Organizational Documents and/or applicable state law and (ix) all certificates evidencing such Equity Interests.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time and the rules and regulations promulgated thereunder.

"ERISA Affiliate" shall mean, with respect to any person, any trade or business (whether or not incorporated) that, together with such person, is treated as a single employer under Section 414(b) or (c) of the Code, or solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code. Any former ERISA Affiliate of a person or any of its Subsidiaries shall continue to be considered an ERISA Affiliate of such person or such Subsidiary within the meaning of this definition with respect to the period such entity was an ERISA Affiliate of such person or such Subsidiary and with respect to liabilities arising after such period for which such person or such Subsidiary could reasonably be expected to be liable under the Code or ERISA, but in no event for more than six years after such period if no such liability has been asserted against such person or such Subsidiary; *provided*, *however*, that such person or such Subsidiary shall continue to be an ERISA Affiliate of such person or such Subsidiary after the expiration of the six-year period solely with respect to any liability asserted against such person or such Subsidiary prior to the expiration of such six-year period.

"ERISA Event" shall mean (i) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan; (ii) the failure to meet the minimum funding standard of Section 412 of the Code with respect to any Pension Benefit Plan (whether or not waived in accordance with Section 412(d) of the Code) or the failure to make by its due date a required installment under Section 412(m) of the Code with respect to any Pension Benefit Plan or the failure to make any required contribution to a Multiemployer Plan; (iii) the provision by the administrator of any Pension Benefit Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (iv) the withdrawal by any Company or any of its ERISA Affiliates from any Pension Benefit Plan with two or more contributing sponsors or the termination of any such Pension Benefit Plan resulting in liability pursuant to Section 4063 or 4064 of ERISA; (v) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition which could reasonably be expected to constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Benefit Plan; (vi) the imposition of liability on any Company or any of its ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (vii) the withdrawal of any Company or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefor, or the receipt by any Company or any of its ERISA Affiliates of notice from any Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (viii) the assertion of a material claim (other than routine claims for benefits) against any Employee Benefit Plan, or the assets thereof, or against any Company or any of its ERISA Affiliates in connection with any Employee Benefit Plan; (ix) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Benefit Plan intended to be qualified under Section 401(a) of the Code) to qualify under Section 401(a) of the Code, or the failure of any trust forming part of any Pension Benefit Plan to qualify for exemption from taxation under Section 501(a) of the Code; (x) the imposition of a Lien pursuant to Section 401(a)(29) or 412(n) of the Code or pursuant to ERISA with respect to any Pension Benefit Plan; or (xi) the occurrence of a non-exempt prohibited transaction (within the meaning of Section 4975 of the

Code or Section 406 of ERISA) which could reasonably be expected to result in liability to any Company or any of its ERISA Affiliates.

"Eurodollar Rate" shall mean for any Eurodollar Rate Loan for the then current Interest Period relating thereto, the interest rate per annum determined by Agent by dividing (the resulting quotient rounded upwards, if necessary, to the nearest 1/100th of 1% per annum) (i) the rate which appears on the Bloomberg Page BBAM1 (or on such other substitute Bloomberg page that displays rates at which US dollar deposits are offered by leading banks in the London interbank deposit market), or the rate which is quoted by another source selected by Agent which has been approved by the British Bankers' Association as an authorized information vendor for the purpose of displaying rates at which U.S. dollar deposits are offered by leading banks in the London interbank deposit market (an "Alternate Source"), at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such Interest Period as the London interbank offered rate for U.S. Dollars for an amount comparable to such Eurodollar Rate Loan and having a borrowing date and a maturity comparable to such Interest Period (or if there shall at any time, for any reason, no longer exist a Bloomberg Page BBAM1 (or any substitute page) or any Alternate Source, a comparable replacement rate determined by Agent at such time (which determination shall be conclusive absent manifest error)), by (ii) a number equal 1.00 minus the Reserve Percentage. The Eurodollar Rate may also be expressed by the following formula:

$$\text{Eurodollar Rate} = \frac{\text{Average of London interbank offered rates quoted by Bloomberg or appropriate Successor as shown on Bloomberg Page BBAM1}}{1.00 - \text{Reserve Percentage}}$$

The Eurodollar Rate shall be adjusted with respect to any Eurodollar Rate Loan that is outstanding on the effective date of any change in the Reserve Percentage as of such effective date. The Agent shall give prompt notice to the Borrowing Agent of the Eurodollar Rate as determined or adjusted in accordance herewith, which determination shall be conclusive absent manifest error. Notwithstanding any provision to the contrary in this Agreement, the Eurodollar Rate shall at no time be less than 1.00% per annum.

"Eurodollar Rate Loan" shall mean an Advance at any time that bears interest based on the Eurodollar Rate.

"Event of Default" shall have the meaning set forth in Article X hereof.

"Excess Cash Flow" shall mean, for any fiscal year of the Borrowers, the excess, if any, of (a) the sum, without duplication, of (i) Consolidated Net Income for such fiscal year, (ii) the amount of all non-cash charges (including depreciation and amortization) deducted in arriving at such Consolidated Net Income, (iii) decreases in Consolidated Working Capital for such fiscal year, (iv) the aggregate net amount of non-cash loss on the disposition of property by UniTek Services Co. and the DirectSat Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent deducted in arriving at such Consolidated Net

Income, and (v) any extraordinary or non-recurring cash expenses or losses consisting of restructuring costs included in the calculation of Consolidated Net Income to the extent such expenses or losses exceed $5.0 million for the fiscal year ending December 31, 2015 and $3.0 million for each fiscal year ending thereafter, over (b) the sum, without duplication, of (i) the amount of all non- cash credits included in arriving at such Consolidated Net Income, (ii) the aggregate amount actually paid by UniTek Services Co. and the DirectSat Subsidiaries in cash during such fiscal year on account of Capital Expenditures (excluding the principal amount of Indebtedness incurred in connection with such expenditures and any portion of such payables funded with the proceeds of any Excluded Issuance or made on behalf of or for the benefit of the Other Entities by UniTek Services Co. and the DirectSat Subsidiaries under the Shared Services Agreement for which reimbursements by the Other Entities are required under the terms of the Shared Services Agreement), (iii) the aggregate amount of optional prepayments of the Advances (with respect to the Revolving Advances, solely to the extent of such prepayment that is accompanied by a corresponding permanent deduction of the Revolving Commitment) during such fiscal year, (iv) increases in Consolidated Working Capital for such fiscal year, and (v) the aggregate net amount of non-cash gain on the disposition of property by UniTek Services Co. and the DirectSat Subsidiaries during such fiscal year (other than sales of inventory in the ordinary course of business), to the extent included in arriving at such Consolidated Net Income.

"Excess Cash Flow Application Date" shall mean the Business Day that is 5 days following the earlier of (i) the date on which the financial statements of the Borrower referred to in Section 9.7, for the fiscal year with respect to which such prepayment is made, are required to be delivered to the Lenders and (ii) the date such financial statements are actually delivered.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Excluded Issuance" shall mean any issuance by UniTek Parent of Equity Interests (excluding Disqualified Capital Stock) for the purposes of (a) funding a Permitted Cure, (b) funding a Permitted Acquisition concurrently with the making of such Permitted Acquisition, (c) funding investments by the Other Entities in one or more Unrestricted Subsidiaries concurrently with the making of such investment, and/or (d) funding the capital expenditure requirements and working capital requirements of the DirectSat Business and the Other Business; provided, that the aggregate amount of Excluded Issuances for the purposes described in clauses (b) and (c) in each case in respect of Unrestricted Subsidiaries (less the aggregate principal amount of Subordinated Debt the proceeds of which are applied for the same purposes) shall not exceed $20.0 million in the aggregate, and at the time of any Excluded Issuance Borrowers shall notify Agent and Lenders in writing of the amount of such Excluded Issuance and the application thereof.

"Excluded Taxes" shall mean, with respect to Agent, any Lender, Issuer or any other recipient of any payment to be made by or on account of any obligation of Borrowers hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which Borrowers is located and (c) in the case of a Foreign Lender,

any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new lending office) or is attributable to such Foreign Lender's failure or inability (other than as a result of a Change in Law) to comply with Section 3.11, except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Borrower with respect to such withholding tax pursuant to Section 3.10.

"Executive Order No. 13224" shall mean the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Existing DIP Agreement" shall mean that certain Debtor-in-Possession Credit and Security Agreement, dated as of November 5, 2014, as heretofore amended, supplemented or otherwise modified, among the predecessor entities to the Borrowers, as debtors-and-debtors in possession, Wilmington Trust, National Association, as agent, and the financial institutions from time to time party thereto.

"Existing DIP Letter of Credit" shall mean each letter of credit outstanding as of the Closing Date that was issued pursuant to the Existing DIP Agreement and is described on Schedule 1.1(b) annexed hereto, as each such letter of credit may be amended, restated, supplemented or otherwise modified as permitted under this Agreement, and "Existing DIP Letters of Credit" means all such letters of credit, collectively.

"Existing Roll-Up L/C" shall mean each letter of credit outstanding as of the Closing Date that is described on Schedule 1.1(a) annexed hereto, as each such letter of credit may be amended, restated, supplemented or otherwise modified as permitted under this Agreement, and "Existing Roll-Up L/Cs" means all such letters of credit, collectively.

"Exposure" shall mean, with respect to any Lender, such Lender's Revolving Exposure, Initial Commitment Exposure, L/C Commitment Exposure, Roll-Up Exposure and/or Second Out Tranche Exposure, as the context requires.

"Exposure Percentage" shall mean, with respect to any Lender as of any date of determination, the Exposure of such Lender as a percentage of the Exposure of all Lenders.

"Extraordinary Receipts" shall mean any amounts received by Borrowers and their Subsidiaries from the refund or return of amounts deposited with insurers as cash collateral.

"Federal Funds Effective Rate" for any day shall mean the rate per annum (based on a year of 360 days and actual days elapsed and rounded upward to the nearest 1/100 of 1%) announced by the Federal Reserve Bank of New York (or any successor) on such day as being the weighted average of the rates on overnight federal funds transactions arranged by federal funds brokers on the previous trading day, as computed and announced by such Federal Reserve Bank (or any successor) in substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the "Federal Funds Effective Rate" as of the date of this Agreement; provided, if such Federal Reserve Bank (or its successor) does not announce such rate on any day, the "Federal Funds Effective Rate" for such day shall be the Federal Funds Effective Rate for the last day on which such rate was announced.

"Federal Funds Open Rate" for any day shall mean the rate per annum (based on a year of 360 days and actual days elapsed) which is the daily federal funds open rate as quoted by ICAP North America, Inc. (or any successor) as set forth on the Bloomberg Screen BTMM for that day opposite the caption "OPEN" (or on such other substitute Bloomberg Screen that displays such rate), or as set forth on such other recognized electronic source used for the purpose of displaying such rate as selected by the Required Lenders (an "Alternate Source") (or if such rate for such day does not appear on the Bloomberg Screen BTMM (or any substitute screen) or on any Alternate Source, or if there shall at any time, for any reason, no longer exist a Bloomberg Screen BTMM (or any substitute screen) or any Alternate Source, a comparable replacement rate determined by the Required Lenders at such time (which determination shall be conclusive absent manifest error); provided however, that if such day is not a Business Day, the Federal Funds Open Rate for such day shall be the "open" rate on the immediately preceding Business Day. If and when the Federal Funds Open Rate changes, the rate of interest with respect to any advance to which the Federal Funds Open Rate applies will change automatically without notice to the Borrowers, effective on the date of any such change.

"Fee Letter" shall mean that certain letter agreement regarding fees, dated as of January [●], 2015 between Borrowers and Agent, as it may be amended, modified, supplemented, restated or replaced from time to time.

"First Out Tranche Advances" shall mean and include the Initial Commitment Advances, L/C Commitment Advances, Revolving Advances, Roll-Up Advances, Participation Advances, L/C Participation Advances and Roll-Up Participation Advances.

"First Out Tranche Commitments and Advances" shall mean and include, without duplication, the Initial Commitment Advances, L/C Commitments, L/C Commitment Advances, Revolving Commitments, Revolving Advances, Roll-Up Commitments, Roll-Up Advances, Participation Advances, L/C Participation Advances and Roll-Up Participation Advances.

"Foreign Lender" shall mean any Lender that is organized under the Laws of a jurisdiction other than that in which Borrowers are resident for tax purposes. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Foreign Plan" shall mean any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by any Company with respect to employees employed outside the United States.

"Foreign Subsidiary" of any Person, shall mean any Subsidiary of such Person that is not organized or incorporated in the United States or any State or territory thereof.

"Funded Debt" of any Person shall mean, as of any date of measurement, all Indebtedness of such Person described in clauses (a), (b) (to the extent such Indebtedness would be required to be reflected on the balance sheet of such Person as of such date in accordance with GAAP), (c) and (e) of the definition of Indebtedness (and guarantees by such Person of such types of Indebtedness of others) but excluding Subordinated Debt, intercompany debt and the undrawn portion of letters of credit; provided, that (i) such exclusion shall not apply to any

Indebtedness (other than the undrawn portion of letters of credit) if such Indebtedness requires cash interest payments during the Term, and (ii) Funded Debt of the Borrowers shall in any event exclude any Indebtedness of Unrestricted Subsidiaries, so long as none of UniTek Parent, UniTek Services Co. or any of the DirectSat Subsidiaries is an obligor or a guarantor with respect to such Indebtedness or is in effect a guarantor or otherwise provides direct or indirect security or credit support therefor. As used herein, Funded Debt of UniTek Services Co. and the DirectSat Subsidiaries shall include any Funded Debt with respect to which any of UniTek Parent, UniTek Services Co. or any of the DirectSat Subsidiaries is a borrower or a guarantor or is in effect a guarantor or otherwise provides direct or indirect security or credit support therefor. Funded Debt shall be calculated net of the portion (if any) of Capitalized Lease Obligations payable and outstanding with respect to which payment is made by UniTek Parent, UniTek Services Co. or any of the DirectSat Subsidiaries on behalf of the Other Entities under the Shared Services Agreement for which reimbursements by the Other Entities are required under the terms of the Shared Services Agreement.

"GAAP" shall mean generally accepted accounting principles in the United States of America in effect from time to time.

"General Intangibles" shall mean and include as to each Borrower all of such Borrower's general intangibles, whether now owned or hereafter acquired, including all payment intangibles, all choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks, trademark applications, service marks, trade secrets, goodwill, copyrights, design rights, software, computer information, source codes, codes, records and updates, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to such Borrower to secure payment of any of the Receivables by a Customer (other than to the extent covered by Receivables) all rights of indemnification and all other intangible property of every kind and nature (other than Receivables).

"Governmental Acts" shall have the meaning set forth in Section 2.17 hereof.

"Governmental Body" shall mean the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee Obligation" as to any Person (the "guaranteeing person"), shall mean any obligation, including a reimbursement, counterindemnity or similar obligation, of the guaranteeing Person that guarantees or in effect guarantees, or which is given to induce the creation of a separate obligation by another Person (including any bank under any letter of credit) that guarantees or in effect guarantees, any Indebtedness, leases, dividends or other obligations (the "primary obligations") of any other third Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation of the guaranteeing person, whether or not contingent, (i) to purchase any such primary obligation or any property

constituting direct or indirect security therefor, (ii) to advance or supply funds (1) for the purchase or payment of any such primary obligation or (2) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation or (iv) otherwise to assure or hold harmless the owner of any such primary obligation against loss in respect thereof; provided, however, that the term Guarantee Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guarantee Obligation of any guaranteeing person shall be deemed to be the lower of (a) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee Obligation is made and (b) the maximum amount for which such guaranteeing person may be liable pursuant to the terms of the instrument embodying such Guarantee Obligation, unless such primary obligation and the maximum amount for which such guaranteeing person may be liable are not stated or determinable, in which case the amount of such Guarantee Obligation shall be such guaranteeing person's maximum reasonably anticipated liability in respect thereof as determined by the applicable Borrower in good faith.

"Guarantor" shall mean any Person who may hereafter guarantee payment or performance of the whole or any part of the Obligations and "Guarantors" means collectively all such Persons.

"Guarantor Security Agreement" shall mean any security agreement executed by any Guarantor in favor of Agent securing the Obligations or the Guaranty of such Guarantor, in form and substance satisfactory to Agent, provided that the terms and conditions thereof shall be consistent with the terms and conditions of this Agreement.

"Guaranty" shall mean any guaranty of the Obligations executed by a Guarantor in favor of Agent for its benefit and for the ratable benefit of Lenders, in form and substance satisfactory to Agent, provided that the terms and conditions thereof shall be consistent with the terms and conditions of this Agreement.

"Hazardous Discharge" shall have the meaning set forth in Section 4.19(d) hereof.

"Hazardous Substance" shall mean, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, Hazardous Wastes, hazardous or Toxic Substances or related materials as defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 5101, et seq.), RCRA, Articles 15 and 27 of the New York State Environmental Conservation Law or any other applicable Environmental Law and in the regulations adopted pursuant thereto.

"Hazardous Wastes" shall mean all waste materials subject to regulation under CERCLA, RCRA or applicable state law, and any other applicable Federal and state laws now in force or hereafter enacted relating to hazardous waste disposal.

"Holdings Note" shall mean that certain note issued by UniTek Parent to certain Lenders on the Closing Date in the original principal amount of $ [_____]

"HSP Agreement" shall mean that certain DIRECTV, Inc. 2012 Homes Services Provider Agreement dated as of October 15, 2012 between DIRECTV, Inc. and DirectSat, including all exhibits and schedules thereto, as such agreement may have been or hereafter may be amended, modified, supplemented, restated or replaced from time to time.

"Inactive Subsidiary" shall mean any Subsidiary of any Borrower that does not (i) conduct any active business operations (including the operations of a holding company), (ii) have assets with a fair market value of $500,000 or more or (iii) own any capital stock of any Borrower or any other Subsidiary (except another Inactive Subsidiary) of any Borrower; provided that, notwithstanding anything to the contrary contained in any of the foregoing, no Subsidiary may be deemed to be an Inactive Subsidiary for any purpose under this Agreement if the fair market value of all of the assets of such Subsidiary, together with the fair market value of the assets of all other Inactive Subsidiaries of Borrower, shall exceed $1,000,000 at any one time in the aggregate.

"Indebtedness" of any Person at any date, shall mean, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services earned but not paid (other than to the extent payable in common stock Equity Interests and other than current trade payables incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capitalized Lease Obligations of such Person, (f) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of acceptances, issued and drawn letters of credit, surety bonds or similar arrangements, (g) all obligations of such Person in respect of Disqualified Capital Stock, (h) all obligations of such Person for "earnouts", purchase price adjustments, profit sharing arrangements, deferred purchase money amounts and similar payment obligations or continuing obligations of any nature of such Person payable in cash arising out of purchase and sale contracts ("Earn-Out Indebtedness"), (i) all Guarantee Obligations of such Person in respect of obligations of the kind referred to in clauses (a) through (h) above, and (j) all obligations of the kind referred to in clauses (a) through (i) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness expressly provide that such Person is not liable therefor.

"Indemnified Taxes" shall mean Taxes other than Excluded Taxes.

"Initial Commitment Advances" shall mean Advances deemed made by the Lenders pursuant to Section 2.1(a) hereof.

"Initial Commitment Exposure" shall mean, with respect to any Lender as of any date of determination, the aggregate outstanding principal amount of the Initial Commitment Advances of that Lender.

"Initial Commitment Note" shall have the meaning set forth in Section 2.1(a) hereof.

"Initial Commitment Percentage" of a Lender shall mean the Initial Commitment Percentage set forth below such Lender's name on the signature page hereof as the same may be adjusted upon assignment by or to any Lender pursuant to Section 16.3(c) or (d) hereof.

"Insolvency Proceeding" shall mean (a) any voluntary or involuntary case or proceeding under any Debtor Relief Law with respect to any Loan Party, (b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding or private or judicial foreclosure with respect to any Loan Party or with respect to all or any material part of its assets (other than any liquidation, dissolution, reorganization, winding up or similar organizational change of any Subsidiary of any Borrower not prohibited by this Agreement), (c) any liquidation, dissolution, reorganization or winding up of any Loan Party whether voluntary or involuntary and whether or not involving insolvency or bankruptcy (other than any liquidation, dissolution, reorganization or winding up of any Subsidiary of the Borrower not prohibited by this Agreement) or (d) any material assignment for the benefit of creditors or any other marshaling of all or any material part of the assets and liabilities of any Loan Party.

"Intellectual Property" shall mean property constituting under any Applicable Law a patent, patent application, copyright, trademark, service mark, trade name, mask work, trade secret or Intellectual Property License to use any of the foregoing.

"Intellectual Property Licenses" means, with respect to any Person (the "Specified Party"), (i) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (ii) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (A) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to a Borrower or Guarantor pursuant to end-user licenses), and (B) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Agent's or Lenders' rights under this Agreement and the Other Documents and (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect to clause (i) and (ii) above, including payments there under and damages and payments for past, present, or future infringements, misappropriations, and violations thereof, (iv) the right to sue for past, present, and future breach or violations thereof, and (v) all rights corresponding thereto throughout the world.

"Intellectual Property Security Agreement" shall mean that certain Intellectual Property Security Agreement dated as of the Closing Date by and among Borrowers and Agent, as it may be amended, modified, supplemented, restated or replaced from time to time.

"Interest Period" shall mean the period provided for any Eurodollar Rate Loan pursuant to Section 2.2(b) hereof.

"Interest Rate" shall mean, (a) with respect to First Out Tranche Advances that are Domestic Rate Loans, an interest rate per annum equal to the sum of the appropriate Applicable Margin for First Out Tranche Advances plus the Alternate Base Rate, (b) with respect to First Out Tranche Advances that are Eurodollar Rate Loans, an interest rate per annum equal to the sum of the appropriate Applicable Margin for First Out Tranche Advances plus the Eurodollar Rate, (c) with respect to Second Out Tranche Advances that are Domestic Rate Loans, an interest rate per annum equal to the sum of the appropriate Applicable Margin for Second Out Tranche Advances plus the Alternate Base Rate and (d) with respect to Second Out Tranche Advances that are Eurodollar Rate Loans, an interest rate per annum equal to the sum of the appropriate Applicable Margin for Second Out Tranche Advances plus the Eurodollar Rate.

"Interest Rate Hedge" shall mean an interest rate exchange, collar, cap, swap, adjustable strike cap, adjustable strike corridor or similar agreements entered into by any Borrower or its Subsidiaries in order to provide protection to, or minimize the impact upon, such Borrower, any Guarantor and/or their respective Subsidiaries of increasing floating rates of interest applicable to Indebtedness.

"Inventory" shall mean and include as to each Borrower all of such Borrower's now owned or hereafter acquired goods, merchandise and other personal property, wherever located, to be furnished under any consignment arrangement, contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in such Borrower's business or used in selling or furnishing such goods, merchandise and other personal property, and all documents of title or other documents representing them.

"Investment Property" shall mean and include as to each Borrower, all of such Borrower's now owned or hereafter acquired securities (whether certificated or uncertificated), securities entitlements, securities accounts, commodities contracts and commodities accounts.

"Issuer" shall mean, as the context requires, (i) with respect to the WTC Letter of Credit and other Roll-Up Letters of Credit, AIC in its capacity as the issuer of the WTC Letter of Credit and other Roll-Up Letters of Credit under this Agreement and (ii) with respect to Letters of Credit, any other Person whom Required Lenders in their discretion shall designate as the issuer of and cause to issue any particular Letter of Credit under this Agreement in place of AIC as issuer. For the avoidance of doubt, AIC shall not be "Issuer" with respect to any Letters of Credit.

"L/C Commitment" of any Lender shall mean the L/C Commitment set forth below such Lender's name on the signature page hereof as same may be adjusted upon any assignment by or to a Lender pursuant to Section 16.3(c) or (d) hereof.

"L/C Commitment Advances" shall mean Advances made under the L/C Commitments of the Lenders pursuant to Section 2.01(c) hereof.

"L/C Commitment Exposure" shall mean without duplication, with respect to any Lender as of any date of determination (i) prior to the termination of the L/C Commitments, that Lender's L/C Commitment, and (ii) after the termination of the L/C Commitments, the sum of (a) the aggregate outstanding principal amount of the L/C Commitment Advances of that Lender plus (b) the aggregate Maximum Undrawn Amount in respect of the WTC Letter of Credit.

"L/C Commitment Lender" shall mean each Lender that has a commitment to make L/C Commitment Advances (or who holds any outstanding L/C Commitment Advances) and shall include any Person who becomes a Transferee, successor or assign of any L/C Commitment Lender.

"L/C Commitment Note" shall mean, collectively, the promissory notes referred to in Section 2.1(c) hereof, as any such note may be amended, modified, supplemented, restated or replaced from time to time.

"L/C Commitment Percentage" of a Lender shall mean the L/C Commitment Percentage set forth below such Lender's name on the signature page hereof as the same may be adjusted upon assignment by or to any Lender pursuant to Section 16.3(c) or (d) hereof.

"L/C Participation Advance" shall have the meaning set forth in Section 2.12(d) hereof.

"L/C Participation Commitment" shall mean each L/C Commitment Lender's obligation to buy a participation of the WTC Letter of Credit issued hereunder.

"Leasehold Interests" shall mean all of each Borrower's right, title and interest in and to, and as lessee, of the premises identified on Schedule 4.5 hereto.

"Lender" and "Lenders" shall have the meaning ascribed to such term in the preamble to this Agreement and shall include each Person which becomes a transferee, successor or assign of any Lender, and shall include the Issuer unless the context otherwise requires.

"Letter of Credit Application" shall have the meaning set forth in Section 2.10 hereof.

"Letter of Credit Borrowing" shall have the meaning set forth in Section 2.12(d) hereof.

"Letter of Credit Fees" shall have the meaning set forth in Section 3.2 hereof.

"Letters of Credit" shall have the meaning set forth in Section 2.9 hereof.

"Lien" shall mean any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien (whether statutory or otherwise), Charge, claim or encumbrance, or preference, priority or other security agreement or preferential arrangement held or asserted in respect of any asset of any kind or nature whatsoever including any conditional sale or other title retention agreement, any lease having substantially the same economic effect as any of the

foregoing, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction.

"Lien Waiver Agreement" shall mean an agreement which is executed in favor of Agent by a Person who owns or occupies premises at which any Collateral may be located from time to time and by which such Person shall waive any Lien that such Person may ever have with respect to any of the Collateral and shall authorize Agent from time to time to enter upon the premises to inspect or remove (or temporarily store) the Collateral from such premises.

"Loan Parties" shall mean each Borrower, each Guarantor and each other Person which executes a guaranty of the Obligations, which grants a Lien on all or substantially all of its assets to secure payment of the Obligations.

"Major Default Event" shall mean any of the following Events of Default (it being understood that a Major Default Event shall no longer exist whenever the related Event of Default is waived or cured, in each case in accordance with the terms of this Agreement):

(a) any Event of Default arising under Section 10.1 as a result of (i) the failure to pay principal, interest, premium or scheduled fees (including fees owed pursuant to Section 3.2, 3.3 and 3.4) owed under this Agreement or the failure to reimburse any drawing under a Letter of Credit, the WTC Letter of Credit or other Roll-Up Letter of Credit, which Event of Default has not been cured or waived for five (5) Business Days (including through a Permitted Cure) or (ii) the failure to pay any amount (other than principal, interest, premium or fees referred to in clause (i)) owed under this Agreement which is not the subject of a bona fide dispute, which Event of Default has not been cured or waived for fifteen (15) days (including through a Permitted Cure) after Borrowers' receipt of notice of such Event of Default;

(b) any Event of Default arising under Section 10.1 or 10.5 as a result of the failure to cash collateralize a Letter of Credit or Roll-Up Letter of Credit when required under this Agreement, which Event of Default has not been cured or waived for five (5) Business Days;

(c) any Event of Default arising under Section 10.7 or 10.8;

(d) any Event of Default arising under Section 10.5 as a result of two consecutive breaches of any financial covenant set forth in Section 7.25 for two consecutive fiscal quarters (to the extent not cured through a Permitted Cure);

(e) any Event of Default arising under Section 10.5 as a result of failure to deliver any financial statement or other information required to be delivered pursuant to (i) Section 9.7 or 9.13 which Event of Default has not been cured or waived for twenty (20) days after the date on which delivery of such financial statement or other information is required under Section 9.7 or 9.13, as applicable or (ii) Section 9.8 and/or 9.9, if an Event of Default shall have already occurred as a result of a breach of any such Section for the most recent month or quarter ended, as applicable, which Event of Default has not been cured or waived and (x) such earlier Event of Default and the current Event of Default under Section 9.8 and/or 9.9 has not been cured or waived for thirty (30) days or (y) a financial covenant breach under Section 7.25 shall have occurred as of the end of the most recently ended fiscal quarter for which financial statements have been delivered;

(f) any Event of Default arising under Section 10.5 as a result of any disposition of assets prohibited under Section 4.3 or 7.1, which has not been cured or waived for thirty (30) days, if the value of the assets so disposed of individually or in the aggregate exceeds $3.5 million;

(g) any Event of Default arising under Section 10.5 as a result of any investment in or advance to the Other Business prohibited under Section 6.13, 7.4 or 7.24, which has not been cured or waived for thirty (30) days, if the amount of such investments individually or in the aggregate exceeds $5.0 million;

(h) any Event of Default arising under Section 10.5 as a result of incurrence or assumption of a Lien, incurrence or assumption of Indebtedness or a guaranty, or a dividend or distribution, in any such case prohibited under Section 7.2, 7.3, 7.7 or 7.8, which has not been cured or waived for thirty (30) days, if extent the individual amount of any such Lien, Indebtedness, guaranty, dividend or distribution exceeds $5.0 million or the aggregate amount of such Liens, Indebtedness, guaranties, dividends or distributions exceeds $10.0 million;

(i) any Event of Default arising under Section 10.19, provided that if such Event of Default consists solely of the delivery of a notice of termination (and not actual termination of the HSP Agreement), such Event of Default shall not be a Major Default Event unless such notice shall not have been rescinded within sixty (60) days of its initial delivery;

(j) any Event of Default arising under Section 10.2 as a result of a breach of any representation in Section 5.15, 5.16, 5.17, 5.24, 5.25 or 5.31 or as a result of a breach of any representation or warranty made or deemed made with respect to the accuracy of financial statements, in each case which has not been cured or waived for thirty (30) days and only to the extent such Event of Default results (or could reasonably be expected to result), individually or in the aggregate with other such Events of Default, in a Material Adverse Effect; or

(k) any Event of Default arising under Section 10.21.

"Material Adverse Effect" shall mean a material adverse effect on (a) the condition (financial or otherwise), results of operations, assets, business or properties of (x) UniTek Parent, UniTek Services Co. and the DirectSat Subsidiaries, taken as a whole, or (y) the Loan Parties and their Subsidiaries, taken as a whole, (b) the ability of the Borrowers, taken as a whole, or the DirectSat Subsidiaries, UniTek Parent and UniTek Services Co., taken as a whole, to duly and punctually pay or perform the Obligations in accordance with the terms thereof, (c) the value of the Collateral, or Agent's Liens on the Collateral or the priority of any such Lien or (d) the practical realization of the benefits of Agent's and each Lender's rights and remedies under this Agreement and the Other Documents.

"Material Contract" shall mean any contract, agreement, instrument, permit, lease or license, written or oral, of Borrowers, which are material to any Borrower's business or which, the failure to comply with, could reasonably be expected to result in a Material Adverse Effect.

"Maximum Undrawn Amount" shall mean with respect to any outstanding Letter of Credit or Roll-Up Letter of Credit as of any date, the amount of such Letter of Credit or Roll-Up Letter of Credit, as applicable, that is or may become available to be drawn, including all

automatic increases provided for in such Letter of Credit or Roll-Up Letter of Credit, as the case may be, whether or not any such automatic increase has become effective.

"Modified Commitment Transfer Supplement" shall have the meaning set forth in Section 16.3(d) hereof.

"Multiemployer Plan" shall mean a "multiemployer plan" as defined in Sections 3(37) and 4001(a)(3) of ERISA to which contributions are required by any Borrower or any member of the Controlled Group.

"Multiple Employer Plan" shall mean a Plan which has two or more contributing sponsors (including any Borrower or any member of the Controlled Group) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"NMC" shall mean New Mountain Finance Corporation.

"Non-Defaulting Lender" shall mean, at any time, any Lender that is not a Defaulting Lender at such time.

"Notes" shall mean collectively, the Initial Commitment Note, the L/C Commitment Note, the Revolving Credit Note, the Roll-Up Note and the Second Out Tranche Note.

"Obligations" shall mean and include any and all loans (including without limitation, all Advances), advances, debts, liabilities, obligations (including, without limitation, all reimbursement obligations, indemnification obligations and cash collateralization obligations with respect to Letters of Credit issued hereunder as provided for herein), covenants and duties owing by any Borrower or any Guarantor to Issuer, Lenders or Agent or to any other direct or indirect subsidiary or affiliate of Agent, Issuer or any Lender of any kind or nature, present or future (including any interest or other amounts accruing thereon, any fees accruing under or in connection therewith, the Repayment Premium or other premium (if any) in connection therewith, any costs and expenses of any Person payable by any Borrower or any Guarantor and any indemnification obligations payable by any Borrower or any Guarantor arising or payable after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to any Borrower or any Guarantor, whether or not a claim for post-filing or post-petition interest, fees, premiums or other amounts is allowable or allowed in such proceeding), whether or not evidenced by any note, guaranty or other instrument, whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, contractual or tortious, liquidated or unliquidated, regardless of by what agreement or instrument they may be evidenced or whether evidenced by any agreement or instrument, in any such case to the extent advanced to any Borrower or any Guarantor under, arising under or out of and/or related to this Agreement, the Other Documents and any amendments, extensions, renewals or increases thereto, including all costs and expenses of Agent, Issuer and any Lender incurred in the documentation, negotiation, modification, enforcement, collection or otherwise in connection with any of the foregoing, including but not limited to reasonable attorneys' fees and expenses and all obligations of any Borrower or any Guarantor to Agent, Issuer or Lenders to perform acts or refrain from taking any action.

"Ordinary Course of Business" shall mean with respect to any Borrower, the ordinary course of such Borrower's business as conducted on the Closing Date.

"Organizational Documents" shall mean, with respect to any Person, any charter, articles or certificate of incorporation, certificate of organization, registration or formation, certificate of partnership or limited partnership, bylaws, operating agreement, limited liability company agreement, or partnership agreement of such Person and any and all other applicable documents relating to such Person's formation, organization or entity governance matters (including any shareholders' or equity holders' agreement or voting trust agreement) and specifically includes, without limitation, any certificates of designation for preferred stock or other forms of preferred equity.

"Other Business" shall mean the assets, liabilities and contractual rights and obligations relating to the business divisions of the Borrowers and their Subsidiaries other than the DirectSat Business (and for the avoidance of doubt excluding the DirectSat Subsidiaries, UniTek Parent and UniTek Services Co.).

"Other Documents" shall mean the Notes, the Perfection Certificates, the Fee Letter, any Guaranty (if any), any Guarantor Security Agreement (if any), any Pledge Agreement, and any and all other agreements, instruments and documents, subordination and/or intercreditor agreements, guaranties, pledges, control agreements, powers of attorney, consents, interest or currency swap agreements or other similar agreements and all other writings heretofore, now or hereafter executed by any Borrower or any Guarantor and/or delivered to Agent or any Lender in respect of the transactions contemplated by this Agreement.

"Other Entities" shall mean Borrowers and their subsidiaries that are engaged primarily or exclusively in the Other Business (and for the avoidance of doubt excluding the DirectSat Subsidiaries, UniTek Parent and UniTek Services Co.).

"Other Taxes" shall mean all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any Other Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any Other Document.

"Participant" shall mean each Person who shall be granted the right by any Lender to participate in any of the Advances and who shall have entered into a participation agreement in form and substance satisfactory to such Lender.

"Participation Advance" shall have the meaning set forth in Section 2.12(d) hereof.

"Participation Commitment" shall mean each Lender's obligation to buy a participation of the Letters of Credit issued hereunder.

"Payee" shall have the meaning set forth in Section 3.10 hereof.

"Payment Office" shall mean initially 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402; thereafter, such other office of Agent, if any, which it may designate by notice to Borrowing Agent and to each Lender to be the Payment Office.

"PBGC" shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA or any successor.

"Perfection Certificates" shall mean collectively, the certification with respect to Collateral provided by each Borrower and delivered to Agent and the Lenders.

"Pension Benefit Plan" shall mean at any time any employee pension benefit plan (including a Multiple Employer Plan, but not a Multiemployer Plan) which is covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code and either (i) is maintained or to which contributions are required by any member of the Controlled Group for employees of any member of the Controlled Group; or (ii) has at any time within the preceding five years been maintained or to which contributions have been required by any entity which was at such time a member of the Controlled Group for employees of any entity which was at such time a member of the Controlled Group.

"Permitted 2015 Intercompany CapEx Advances" shall have the meaning set forth in Section 9.13(a) hereof.

"Permitted 2015 Intercompany Restructuring Cost Advances" shall have the meaning set forth in Section 9.13(b) hereof.

"Permitted 2016 Intercompany Exit Cost Advances" shall mean loans and advances from the DirectSat Subsidiaries to the Other Entities during the 2016 Fiscal Year in an aggregate amount not to exceed $5,000,000, the proceeds of which are used solely for funding the wind down or exit costs of the Other Business.

"Permitted Acquisition" shall mean the purchase or other acquisition of a Target by a Loan Party including as a result of a merger or consolidation; provided that (a) immediately before and immediately after giving effect to any such purchase or other acquisition no Event of Default shall have occurred and be continuing or result therefrom, (b) upon or prior to the consummation of such Permitted Acquisition, Borrowers shall notify Agent and Lenders in writing of the amount of any Excluded Issuance applied to fund such acquisition and the consideration being paid for such acquisition, and deliver to the Agent and Lenders the material acquisition documents to the extent available or, if not available, substantially final drafts followed by final versions when available, (c) the consideration for such Permitted Acquisition (including all deferred consideration and the payment of all fees and expenses in connection therewith) shall be financed solely with (i) the cash proceeds of Excluded Issuances and Subordinated Debt (provided, that the aggregate amount of cash proceeds from Excluded Issuances and Subordinated Debt used to fund Permitted Acquisitions resulting in Unrestricted Subsidiaries shall not exceed $20,000,000 during the Term), (ii) Investments permitted to be used for such purposes pursuant to Section 7.4, (iii) in the case of any Permitted Acquisition resulting in an Unrestricted Subsidiary, Permitted Acquisition Financing and (iv) with respect to Earn-Out Indebtedness permitted under Section 7.8, cash generated by the Target, (d) following such Permitted Acquisition, any Subsidiary newly created or acquired in connection with such Permitted Acquisition shall be liable with respect to no Indebtedness other than Indebtedness permitted under Section 7.8, (e) except in connection with any Permitted Acquisition resulting in an Unrestricted Subsidiary, the assets and Equity Interests, if any, acquired in such Permitted

Acquisition shall become Collateral in accordance with the terms of Article IV of this Agreement and any newly created or acquired Subsidiary shall become a Guarantor and comply with the requirements of Section 7.12 (provided that notwithstanding this clause (e), the Equity Interests held directly by any Other Entity in any Unrestricted Subsidiary shall be required to become Collateral unless and until such time as the grant of such Lien on such Equity Interests shall conflict with the requirements of Permitted Acquisition Financing of such Unrestricted Subsidiary) and (f) no Unrestricted Subsidiary shall be a Subsidiary of the DirectSat Subsidiaries or shall be formed or acquired by any Loan Party other than the Other Entities.

"Permitted Acquisition Financing" shall mean Indebtedness incurred in connection with any Permitted Acquisition of a Target that has been designated as an Unrestricted Subsidiary, the proceeds of which are used to fund the purchase price thereof (together with any transaction costs and the refinancing of existing Indebtedness of such Target) so long as recourse to such Indebtedness is solely to such Target, the Equity Interests of such Target and/or the assets of such Target.

"Permitted Balance Sheet Excess Amount" shall mean, as of any date of determination, the aggregate amount equal to the positive difference (if any) between (a) the aggregate cash expenditures of the Other Business and cash expenditures allocable to the Other Business that have been funded during the period from the Closing Date through such date of determination with cash on the balance sheet of the Loan Parties as of the Closing Date less (b) the sum of (i) $3,000,000 plus (ii) any prior repayments made by the Other Entities to the DirectSat Subsidiaries with respect to intercompany loans or advances made to the Other Entities with cash on the balance sheet of the Loan Parties as of the Closing Date during the period from the Closing Date through such date of determination.

"Permitted Cure" has the meaning set forth in the last paragraph of Article X.

"Permitted DirectSat Intercompany Advances" shall mean Permitted 2015 Intercompany CapEx Advances, Permitted 2015 Intercompany Restructuring Cost Advances, Permitted 2016 Intercompany Exit Cost Advances and Permitted Intercompany General Advances, in each case made by any of the DirectSat Subsidiaries to any Other Entity, solely to the extent such advances do not exceed the amounts (and are applied solely for the purposes) described in clause (a), (b) or (d), as applicable, of Section 9.13 (and the definition of Permitted 2016 Intercompany Exit Cost Advances), and are otherwise made in compliance with the terms and conditions of Section 9.13 (and the definition of Permitted 2016 Intercompany Exit Cost Advances).

"Permitted Encumbrances" shall mean, in each case, (a) Liens for taxes, assessments or other governmental charges not delinquent or being Properly Contested; (b) Liens in favor of Agent securing the Obligations; (c) deposits or pledges to secure obligations under worker's compensation, social security or similar laws, or under unemployment insurance; (d) deposits or pledges to secure bids, tenders, contracts (other than contracts for the payment of money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of like nature arising in the Ordinary Course of Business; (e) Liens arising by virtue of the rendition, entry or issuance against any Borrower or any Subsidiary, or any property of any Borrower or any Subsidiary, of any judgment, writ, order, or decree to the extent the rendition, entry, issuance or continued existence of such judgment, writ, order or decree (or any event or circumstance

relating thereto) has not resulted in the occurrence of an Event of Default under Section 10.6 hereof; (f) mechanics', workers', materialmen's or other like Liens arising in the Ordinary Course of Business with respect to obligations which are not more than 30 days overdue or which are being Properly Contested; (g) Liens placed upon fixed assets hereafter acquired to secure Indebtedness incurred to pay any portion of the purchase price thereof, provided that any such lien shall not encumber any other property of any Borrower and such Indebtedness shall be permitted under the terms of Section 7.8(ii); (h) other Liens incidental to the conduct of any Borrower's business or the ownership of its property and assets which were not incurred in connection with the borrowing of money or the obtaining of advances or credit, and which do not in the aggregate materially detract from Agent's or Lenders' rights in and to the Collateral or the value of any Borrower's property or assets or which do not materially impair the use thereof in the operation of any Borrower's business; (i) easements, rights-of-way, zoning restrictions, minor defects or irregularities in title and other charges or encumbrances, in each case, which do not interfere in any material respect with the Ordinary Course of Business of the Borrowers and their Subsidiaries; (j) Liens disclosed on Schedule 1.2 provided that such Liens shall secure only those obligations which they secure on the Closing Date and any refinancing thereof and shall not subsequently apply to any other property or assets of any Borrower other than the property and assets to which they apply as of the Closing Date, (k) Liens in favor of DIRECTV on the DIRECTV Inventory created under the HSP Agreement, (l) deposits securing Borrowers' obligations to WEX under credit cards and fuel cards issued by WEX to the Borrowers and (m) Liens on the Equity Interests of Unrestricted Subsidiaries to secure Permitted Acquisition Financings; provided, that until a debt financing is consummated by the applicable Unrestricted Subsidiaries that seeks a first lien on such Equity Interests (or otherwise prohibits such Equity Interests from securing the Obligations), such Equity Interests shall secure the Obligations, and upon consummation of such debt financing (so long as no Event of Default shall have occurred and be continuing at such time), Agent and Lenders shall release their Lien on such Equity Interests.

"Permitted Foreign Operating Subsidiaries" shall mean, collectively, WireComm Systems (2008), Inc., a corporation organized under the laws of the province of Ontario, Canada, and UniTek Canada, Inc., a corporation organized under the laws of the province of Ontario, Canada.

"Permitted Holders" shall mean Cetus, NMC and any of their respective Affiliates and/or funds administered by such Person or Affiliates but in any case excluding other portfolio companies that are Affiliates of Cetus and NMC.

"Permitted Intercompany General Advances" shall have the meaning set forth in Section 9.13(d) hereof.

"Person" shall mean any individual, sole proprietorship, partnership, corporation, business trust, joint stock company, trust, unincorporated organization, association, limited liability company, limited liability partnership, institution, public benefit corporation, joint venture, entity or Governmental Body (whether federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof).

"Petition Date" shall mean the date of the commencement of the Chapter 11 Cases.

"Pinnacle Acquisition" shall mean that certain asset acquisition by one or more of the Borrowers pursuant to that certain Asset Purchase Agreement dated as of March 30, 2011 between UniTek Parent as buyer and Pinnacle Wireless, Inc. and certain others as sellers.

"Plan" shall mean any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Benefit Plan and a Multiemployer Plan), maintained for employees of any Borrower or any member of the Controlled Group or any such Plan to which any Borrower or any member of the Controlled Group is required to contribute.

"Plan Effective Date" shall mean the effective date of the Plan of Reorganization.

"Plan Support Agreement" shall mean that certain Plan Support Agreement dated as of October 17, 2014 by and among the Borrowers, AIC and the other persons party thereto, and certain shareholders of the Borrowers, as amended from time to time in accordance therewith, in each case to the extent permitted hereunder.

"Plan of Reorganization" shall mean the Plan of Reorganization proposed in the Chapter 11 Cases by the Borrowers under Chapter 11 of the Bankruptcy Code, as in effect on the Closing Date.

"Pledge Agreement" shall mean, collectively, (i) that certain Collateral Pledge Agreement executed by UniTek Parent, UniTek Acquisition, UniTek USA and the other Borrowers in favor of Agent dated as of the Closing Date and (ii) any other pledge agreements executed subsequent to the Closing Date by any Person to secure the Obligations, as any such agreement may be amended, modified, supplemented, restated or replaced from time to time.

"PNC" means PNC Bank, National Association.

"Pre-Petition ABL Credit Agreement" shall mean that Revolving Credit and Security Agreement, dated as of July 10, 2013, among Unitek Global Services, Inc., Unitek Acquisition, Inc., Pinnacle Wireless USA, Inc., Unitek USA, LLC, Advanced Communications USA, Inc., DirectSat USA, LLC, FTS USA, LLC, as borrowers and Apollo Investment Corporation, as agent for the lenders thereunder, as in effect on the Closing Date.

"Pre-Petition ABL Loan Documents" means the Pre-Petition ABL Credit Agreement and all material instruments, agreements and documents executed in connection therewith, in each case, as in effect on the Closing Date.

"Pre-Petition Term Lenders" means the parties identified as lenders under the Prepetition Term Loan Agreement in their capacities as lenders under the Prepetition Term Loan Agreement as of the Petition Date, together with their successors and permitted assigns.

"Pre-Petition Term Loan Agreement" shall mean that Credit Agreement, dated as of April 15, 2011, among Unitek Global Services, Inc., Unitek Acquisition, Inc., Pinnacle Wireless USA, Inc., Unitek USA, LLC, Advanced Communications USA, Inc., DirectSat USA, LLC, FTS USA, LLC, and Cerberus Business Finance, LLC as successor administrative agent for the lenders thereunder, as in effect on the Closing Date and as it may be amended, supplemented or otherwise modified.

"Pre-Petition Term Loan Documents" means the Pre-Petition Term Loan Agreement and all material instruments, agreements and documents executed in connection therewith.

"Pro Forma Financials" shall have the meaning set forth in Section 5.5(a) hereof.

"Pro Forma Financial Statements" shall have the meaning set forth in Section 5.5(b) hereof.

"Properly Contested" shall mean, in the case of any Indebtedness or Lien, as applicable, of any Person (including any taxes) that is not paid as and when due or payable by reason of such Person's bona fide dispute concerning its liability to pay same or concerning the amount thereof: (i) such Indebtedness or Lien, as applicable, is being properly contested in good faith by appropriate proceedings promptly instituted and diligently conducted; (ii) such Person has established appropriate reserves as shall be required in conformity with GAAP; (iii) the non-payment of such Indebtedness will not have a Material Adverse Effect and will not result in the forfeiture of any assets of such Person; (iv) no Lien is imposed upon any of such Person's assets with respect to such Indebtedness unless such Lien is at all times junior and subordinate in priority to the Liens in favor of the Agent (except only with respect to property taxes that have priority as a matter of applicable state law) and enforcement of such Lien is stayed during the period prior to the final resolution or disposition of such dispute; (v) if such Indebtedness or Lien, as applicable, results from, or is determined by the entry, rendition or issuance against a Person or any of its assets of a judgment, writ, order or decree, enforcement of such judgment, writ, order or decree is stayed pending a timely appeal or other judicial review; and (vi) if such contest is abandoned, settled or determined adversely (in whole or in part) to such Person, such Person forthwith pays such Indebtedness and all penalties, interest and other amounts due in connection therewith.

"Projections" shall have the meaning set forth in Section 5.5(b) hereof.

"Published Rate" shall mean the rate of interest published each Business Day in the Wall Street Journal "Money Rates" listing under the caption "London Interbank Offered Rates" for a one month period (or, if no such rate is published therein for any reason, then the Published Rate shall be the Eurodollar Rate for a one month period as published in another publication selected by the Agent).

"Purchasing Lender" shall have the meaning set forth in Section 16.3(c) hereof.

"Ratable Share" shall mean (i) with respect to a Lender's Revolving Commitments or Revolving Advances, the proportion that such Lender's Revolving Exposure bears to the aggregate Revolving Exposure of all Lenders, provided that in the case of Section 2.23 when a Defaulting Lender with respect to Initial Commitment Advances, Revolving Advances or L/C Commitment Advances shall exist, "Ratable Share" under this clause (i) shall mean the percentage of the aggregate Revolving Exposure (disregarding any such Defaulting Lender's Revolving Exposure) represented by such Lender's Revolving Exposure; (ii) with respect to a Lender's Initial Commitment Advances, the proportion that such Lender's Initial Commitment Exposure bears to the aggregate Initial Commitment Exposure of all Lenders, provided that in the case of Section 2.23 when a Defaulting Lender with respect to Initial Commitment Advances,

Revolving Advances or L/C Commitment Advances shall exist, "Ratable Share" under this clause (ii) shall mean the percentage of the aggregate Initial Commitment Exposure of all Lenders (disregarding any such Defaulting Lender's Initial Commitment Exposure) represented by such Lender's Initial Commitment Exposure; (iii) with respect to a Lender's L/C Commitments or L/C Commitment Advances, the proportion that such Lender's L/C Commitment Exposure bears to the aggregate L/C Commitment Exposure of all Lenders, provided that in the case of Section 2.23 when a Defaulting Lender with respect to Initial Commitment Advances, Revolving Advances or L/C Commitment Advances shall exist, "Ratable Share" under this clause (iii) shall mean the percentage of the aggregate L/C Commitment Exposure of all Lenders (disregarding any such Defaulting Lender's L/C Commitment Exposure) represented by such Lender's L/C Commitment Exposure; (iv) with respect to a Lender's Roll-Up Commitment or Roll-Up Advances, such Lender's Roll-Up Ratable Share; (v) with respect to a Lender's Second Out Tranche Advances, such Lender's Second Out Tranche Ratable Share and (vi) with respect to more than one of any Lender's Exposures, the proportion that the sum of such Lender's Exposures of such type bears to the aggregate sum of such Exposures of such type of all Lenders, provided that in the case of Section 2.23 when a Defaulting Lender with respect to Initial Commitment Advances, Revolving Advances or L/C Commitment Advances shall exist, "Ratable Share" under this clause (v) shall mean the percentage of the Exposures of the relevant type (disregarding, if such Defaulting Lender is a Defaulting Lender with respect to Initial Commitment Advances, Revolving Advances or L/C Commitment Advances, any such Defaulting Lender's Revolving Exposure, Initial Commitment Exposure and L/C Commitment Exposure, and, if such Defaulting Lender is a Defaulting Lender with respect to Roll-Up Advances, any such Defaulting Lender's Roll-Up Exposure) represented by such Lender's Exposures.

"RCRA" shall mean the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as same may be amended from time to time.

"Real Property" shall mean all of each Borrower's right, title and interest in and to the owned and leased premises identified on Schedule 4.5 hereto or which is hereafter owned or leased by any Borrower.

"Receivables" shall mean and include, as to each Borrower, all of such Borrower's accounts, contract rights, instruments (including those evidencing indebtedness owed to such Borrower by its Affiliates), documents, chattel paper (including electronic chattel paper), general intangibles relating to accounts, drafts and acceptances, credit card receivables and all other forms of obligations owing to such Borrower arising out of or in connection with the sale or lease of Inventory or the rendition of services, all supporting obligations, guarantees and other security therefor, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to Agent hereunder.

"Reference Period" shall have the meaning set forth in the definition of "Consolidated EBITDA".

"Register" shall have the meaning set forth in Section 16.3(e) hereof.

"Reimbursement Obligation" shall have the meaning set forth in Section 2.12(b) hereof.

"Release" shall have the meaning set forth in Section 5.7(c)(i) hereof.

"Repayment Premium" shall have the meaning set forth in Section 3.4(b) hereof.

"Reportable Event" shall mean a reportable event described in Section 4043(c) of ERISA or the regulations promulgated thereunder.

"Required Lenders" shall mean:

(a) at any time during the continuation of a Major Default Event, Lenders (other than any Defaulting Lender) having more than fifty percent (50.0%) of the sum of (i) the aggregate amount of the Revolving Exposure of all Lenders, plus (ii) the aggregate amount of the Initial Commitment Exposure of all Lenders, plus (iii) the aggregate amount of the L/C Commitment Exposure of all Lenders, plus (iv) the aggregate amount of the Roll-Up Exposure of all Lenders (excluding in any case any Defaulting Lender with respect to such Commitments), plus (v) the aggregate amount of the Second Out Tranche Exposure of all Lenders (it being understood that the determination of Lenders holding more than such 50.0% and the determination of the amounts set forth in clauses (i), (ii), (iii) and (iv) shall exclude any Exposure held by Affiliated Lenders that is not included in the 49.0% of the Exposure held by Affiliated Lenders that is counted for voting purposes pursuant to Section 16.3);

(b) at any time during the continuation of any Default that is not a Major Default Event, Lenders (other than any Defaulting Lender, but requiring at least three Lenders that are Non-Affiliated Lenders (defined below) with respect to each other) having more than fifty percent (50.0%) of the sum of (i) the aggregate amount of the Revolving Exposure of all Lenders, plus (ii) the aggregate amount of the Initial Commitment Exposure of all Lenders, plus (iii) the aggregate amount of the L/C Commitment Exposure of all Lenders, plus (iv) the aggregate amount of the Roll-Up Exposure of all Lenders (excluding in any case any Defaulting Lender with respect to such Commitments), plus (v) the aggregate amount of the Second Out Tranche Exposure of all Lenders (it being understood that the determination of Lenders holding more than such 50.0% and the determination of the amounts set forth in clauses (i), (ii), (iii) and (iv) shall exclude any Exposure held by Affiliated Lenders that is not included in the 49.0% of the Exposure held by Affiliated Lenders that is counted for voting purposes pursuant to Section 16.3)[; provided, that to the extent that AIC (together with any of its Affiliates and Approved Funds) constitutes one of the Non-Affiliated Lenders, then neither of the other two Non-Affiliated Lenders shall be (A) a direct purchaser of Exposure from AIC, its Affiliates or Approved Funds holding less than $5,000,000 of Exposure or (B) an indirect purchaser (i.e. a purchaser from a direct purchaser) of Exposure from AIC, its Affiliates or Approved Funds holding less than $5,000,000 of Exposure unless the direct purchaser (from whom such indirect purchaser purchased) held the subject Exposure for more than sixty (60) days; provided, however, that the preceding clause (B) shall not apply to any indirect purchaser of Exposure from AIC, its Affiliates or Approved Funds if such indirect purchaser purchased such Exposure through a third party broker and AIC, its Affiliates and Approved Funds did not assign such Exposure for the principal purpose of circumventing the restrictions in such clause that exclude from Non-Affiliated Lenders certain purchasers of Exposure from AIC, its Affiliates or Approved Funds; and

(c) at any time neither clause (a) nor clause (b) of this definition is applicable, Lenders (other than any Defaulting Lender) having more than fifty percent (50.0%) of the sum of (i) the aggregate amount of the Revolving Exposure of all Lenders, plus (ii) the aggregate amount of the Initial Commitment Exposure of all Lenders, plus (iii) the aggregate amount of the L/C Commitment Exposure of all Lenders, plus (iv) the aggregate amount of the Roll-Up Exposure of all Lenders (excluding in any case any Defaulting Lender with respect to such Commitments), plus (v) the aggregate amount of the Second Out Tranche Exposure of all Lenders (it being understood that the determination of Lenders holding more than such 50.0% and the determination of the amounts set forth in clauses (i), (ii), (iii) and (iv) shall exclude any Exposure held by Affiliated Lenders that is not included in the 49.0% of the Exposure held by Affiliated Lenders that is counted for voting purposes pursuant to Section 16.3).

For purposes of this definition, a Lender shall be deemed to be a "Non-Affiliated Lender" with respect to any other Lender if the Affiliates and Approved Funds of one such lender are not Affiliates or Approved Funds of the other Lender.

"Reserve Percentage" shall mean as of any day the maximum percentage in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including supplemental, marginal and emergency reserve requirements) with respect to eurocurrency funding (currently referred to as "Eurocurrency Liabilities".

"Revolving Advances" shall mean Advances made under the Revolving Commitments of the Lenders pursuant to Section 2.1(b) hereof.

"Revolving Commitment" of any Lender shall mean the Revolving Commitment set forth below such Lender's name on the signature page hereof as the same may be adjusted upon any assignment by or to a Lender pursuant to Section 16.3(c) or (d) hereof.

"Revolving Commitment Percentage" of any Lender shall mean the Revolving Commitment Percentage set forth below such Lender's name on the signature page hereof as same may be adjusted upon any assignment by or to a Lender pursuant to Section 16.3(c) or (d) hereof or upon any Revolving Advance pursuant to Section 2.1(b).

"Revolving Credit Note" shall mean, collectively, the promissory notes referred to in Section 2.1(a) hereof, as any such note may be amended, modified, supplemented, restated or replaced from time to time.

"Revolving Exposure" shall mean, with respect to any Lender as of any date of determination (i) prior to the termination of the Revolving Commitments, that Lender's Revolving Commitment, and (ii) after the termination of the Revolving Commitments, the sum of (a) the aggregate outstanding principal amount of the Revolving Advances of that Lender plus (b) in the event that Lender is the Issuer of Letters of Credit, the aggregate Maximum Undrawn Amount in respect of all Letters of Credit (in each case net of any participations purchased by other Lenders (other than Defaulting Lenders) in such Revolving Letters of Credit or in any unreimbursed drawings thereunder) plus (c) the aggregate amount of all participations purchased

by that Lender in any outstanding Revolving Letters of Credit or any unreimbursed drawings under any such Revolving Letters of Credit.

"Revolving Lender" shall mean each Lender who has a commitment to make Revolving Advances (or who holds any outstanding Revolving Advances) and shall include each Person which becomes a Transferee, successor or assign of any Revolving Lender.

"Revolving Letter of Credit Fees" shall have the meaning set forth in Section 3.2 hereof.

"Roll-Up Advances" shall mean Advances made under the Roll-Up Commitments of the Lenders pursuant to Section 2.1(d) hereof.

"Roll-Up Commitment" of any Lender shall mean the Roll-Up Commitment set forth below such Lender's name on the signature page hereof as same may be adjusted upon any assignment by or to a Lender pursuant to Section 16.3(c) or (d) hereof.

"Roll-Up Commitment Note" shall mean, collectively, the promissory notes referred to in Section 2.1(d) hereof, as any such note may be amended, modified, supplemented, restated or replaced from time to time.

"Roll-Up Commitment Percentage" of any Lender shall mean the Roll-Up Commitment Percentage set forth below such Lender's name on the signature page hereof as same may be adjusted upon any assignment by or to a Lender pursuant to Section 16.3(c) or (d) hereof.

"Roll-Up Exposure" shall mean, with respect to any Lender as of any date of determination (i) prior to the termination of the Roll-Up Commitments, that Lender's Roll-Up Commitment, and (ii) after the termination of the Roll-Up Commitments, the sum of (a) the aggregate outstanding principal amount of the Roll-Up Advances of that Lender plus (b) in the event that Lender is the Issuer of Roll-Up Letters of Credit, the aggregate Maximum Undrawn Amount in respect of all Roll-Up Letters of Credit (in each case net of any participations purchased by other Lenders (other than Defaulting Lenders) in such Roll-Up Letters of Credit or in any unreimbursed drawings thereunder) plus (c) the aggregate amount of all participations purchased by that Lender in any outstanding Roll-Up Letters of Credit or any unreimbursed drawings under any such Roll-Up Letters of Credit.

"Roll-Up Lender" shall mean each Lender who has a commitment to make Roll-Up Advances (or who holds any outstanding Roll-Up Advances) and shall include each Person which becomes a Transferee, successor or assign of any Roll-Up Lender.

"Roll-Up Letter of Credit" or "Roll-Up Letters of Credit" means letters of credit issued (or deemed issued) by Issuer pursuant to Section 2.10(d) (and shall include the WTC Letter of Credit except as expressly forth in this Agreement), as each such letter of credit may be amended, restated, supplemented, otherwise modified or replaced as permitted under this Agreement.

"Roll-Up Letter of Credit Borrowing" shall have the meaning set forth in Section 2.12(d) hereof.

"Roll-Up Letter of Credit Fees" shall have the meaning set forth in Section 3.2 hereof.

"Roll-Up Participation Advance" shall have the meaning set forth in Section 2.12(d) hereof.

"Roll-Up Participation Commitment" shall mean each Roll-Up Lender's obligation to buy a participation of the Roll-Up Letters of Credit issued hereunder.

"Roll-Up Ratable Share" shall mean with respect to a Lender's Roll-Up Commitments or Roll-Up Advances, the proportion that such Lender's Roll-Up Commitment bears to the aggregate Roll-Up Commitments of all Lenders, provided that in the case of Section 2.23 when a Defaulting Lender with respect to Roll-Up Advances shall exist, "Roll-Up Ratable Share" shall mean the percentage of the aggregate Roll-Up Commitments of all Lenders (disregarding any such Defaulting Lender's Roll-Up Commitment) represented by such Lender's Roll-Up Commitment.

"SEC" shall mean the Securities and Exchange Commission or any successor thereto.

"Second Out Tranche Advances" shall mean Advances deemed made by Lenders pursuant to Section 2.1(e) hereof.

"Second Out Tranche Exposure" shall mean with respect to any Lender as of any date of determination, the aggregate outstanding principal amount of the Second Out Tranche Advances of that Lender.

"Second Out Tranche Lender" shall mean each Lender who holds any outstanding Second Out Tranche Advances and shall include each Person which becomes a Transferee, successor or assign of any Second Out Tranche Lender.

"Second Out Tranche Note" shall have the meaning set forth in Section 2.1(e) hereof.

"Second Out Tranche Ratable Share" shall mean with respect to a Lender's Second Out Tranche Advances, the proportion that such Lender's Second Out Tranche Advance bears to the aggregate Second Out Tranche Advances of all Lenders.

"Separation Covenants" shall mean the agreements set forth in Section 6.13 hereof.

"Shared Services Agreement" shall mean, collectively, the shared services agreements dated as of the Closing Date entered into between the DirectSat Subsidiaries, the Other Entities and UniTek Services Co., reflecting, among other things, the agreements of the Loan Parties set forth in Section 6.13(f) hereof.

"Skylink Earnout" shall mean the obligations of the Borrowers under their settlement prior to the Closing Date of the claims of the former owners of Skylink LTD ("Skylink"), relating to the purchase agreement dated September 13. 2012 between certain of the Borrowers and Skylink..

"Specified Litigation Proceeds" shall mean any cash proceeds received by Borrowers and their Subsidiaries from the adjudication or settlement of [the litigation in connection with the Pinnacle Acquisition].

"Specified Lenders" shall have the meaning set forth in Section 11.5 hereof.

"Subordinated Debt" shall mean, collectively, any and all unsecured Indebtedness for borrowed money incurred by UniTek Parent (and neither incurred by nor guaranteed by any other Loan Party or any Subsidiary of any Loan Party) that provides for the payment of interest in kind (and not in cash) at all times prior to the final maturity thereof and is subordinated in favor of the payment in full of all Obligations and the Holdings Note on terms and conditions (including without limitation subordination terms (including any terms regarding the cash payment of interest) and provisions regarding enforcement standstills) reasonably acceptable to Required Lenders pursuant to a subordination agreement executed and delivered by the holders of such Indebtedness that is satisfactory in both form and substance to Required Lenders in their discretion (such satisfaction not to be unreasonably withheld, conditioned or delayed).

"Subsidiary" of any Person shall mean a corporation or other entity of whose Equity Interests having ordinary voting power (other than Equity Interests having such power only by reason of the happening of a contingency) to elect a majority of the directors of such corporation, or other Persons performing similar functions for such entity, are owned, directly or indirectly, by such Person. Except as otherwise provided in Section 6.9, the term "Subsidiary" as used in this Agreement or any Other Document shall exclude each Unrestricted Subsidiary.

"Subsidiary Stock" shall mean all of the issued and outstanding Equity Interests of any Subsidiary owned by any Borrower; provided that Subsidiary Stock with respect to any Foreign Subsidiary shall be limited to sixty-five percent (65%) of the voting Equity Interest and one hundred percent (100%) of non-voting Equity Interests of such Foreign Subsidiary.

"Target" shall mean the property and assets or businesses of any Person or of assets constituting a business unit, a line of business or division of such Person, or the Equity Interests in a Person.

"Taxes" shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Body, including any interest, additions to tax or penalties applicable thereto.

"Term" shall have the meaning set forth in Section 13.1 hereof.

"Termination Event" shall mean: (i) a Reportable Event with respect to any Plan; (ii) the withdrawal of any Borrower or any member of the Controlled Group from a Plan during a plan year in which such entity was a "substantial employer" as defined in Section 4001(a)(2) of ERISA; (iii) the providing of notice of intent to terminate a Plan in a distress termination described in Section 4041(c) of ERISA; (iv) the institution by the PBGC of proceedings to terminate a Plan; (v) any event or condition (a) which might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or (b) that may result in termination of a Multiemployer Plan pursuant to Section 4041A of

ERISA; or (vi) the partial or complete withdrawal within the meaning of Section 4203 or 4205 of ERISA, of any Borrower or any member of the Controlled Group from a Multiemployer Plan.

"Toxic Substance" shall mean and include any material present on the Real Property (including the Leasehold Interests) which has been shown to have significant adverse effect on human health or which is subject to regulation under the Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2601 et seq., applicable state law, or any other applicable Federal or state laws now in force or hereafter enacted relating to toxic substances. Toxic Substance includes but is not limited to asbestos, polychlorinated biphenyls (PCBs) and lead-based paints.

"Trading with the Enemy Act" shall mean the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any enabling legislation or executive order relating thereto.

"Transactions" shall have the meaning set forth in Section 5.5 hereof.

"Transferee" shall mean any Purchasing Lender.

"Uniform Commercial Code" shall have the meaning set forth in Section 1.3 hereof.

"UniTek Services Co." shall mean a newly formed corporate entity formed as a sister entity to, and with substantially the same governance structure as, DirectSat after the Closing Date.

"Unrestricted Subsidiary" shall mean any Person newly formed or acquired by the Other Entities (and in any event not by the DirectSat Subsidiaries, UniTek Services Co. or UniTek Parent) and designated as an Unrestricted Subsidiary by the Borrowers pursuant to Section 6.9, which Person shall not be a Borrower, a Guarantor or (except as otherwise provided in Section 6.9) a Subsidiary under the terms of this Agreement.

"USA PATRIOT Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"Wex" shall mean Wex Bank.

"WTC Letter of Credit" shall mean, collectively, the letters of credit outstanding as of the Closing Date that are described on Schedule 1.1(c) annexed hereto, as each such letter of credit may be amended, restated, supplemented, renewed, extended or otherwise modified as permitted under this Agreement, or replaced with a Roll-Up Letter of Credit (and any such Roll-Up Letter of Credit shall thereafter be included in the meaning of "WTC Letter of Credit").

"WTC Letter of Credit Borrowing" shall have the meaning set forth in Section 2.12(d) hereof.

1.3 Uniform Commercial Code Terms. All terms used herein and defined in the Uniform Commercial Code as adopted in the State of New York from time to time (the "Uniform Commercial Code") shall have the meaning given therein unless otherwise defined herein.

Without limiting the foregoing, the terms "accounts", "chattel paper", "commercial tort claims", "instruments", "general intangibles", "goods", "payment intangibles", "proceeds", "supporting obligations", "securities", "investment property", "documents", "deposit accounts", "software", "letter of credit rights", "inventory", "equipment" and "fixtures", as and when used in the description of Collateral shall have the meanings given to such terms in Articles 8 or 9 of the Uniform Commercial Code. To the extent the definition of any category or type of collateral is expanded by any amendment, modification or revision to the Uniform Commercial Code, such expanded definition will apply automatically as of the date of such amendment, modification or revision.

1.4 Certain Matters of Construction. The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. All references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Agent is a party, including references to any of the Other Documents, shall include any and all modifications, supplements or amendments thereto, any and all restatements or replacements thereof and any and all extensions or renewals thereof. All references herein to the time of day shall mean the time in New York, New York. Unless otherwise provided, all financial calculations shall be performed with Inventory valued on a first-in, first-out basis. Whenever the words "including" or "include" shall be used, such words shall be understood to mean "including, without limitation" or "include, without limitation". A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by the Required Lenders or all Lenders, as applicable. Any Lien referred to in this Agreement or any of the Other Documents as having been created in favor of Agent, any agreement entered into by Agent pursuant to this Agreement or any of the Other Documents, any payment made by or to or funds received by Agent pursuant to or as contemplated by this Agreement or any of the Other Documents, or any act taken or omitted to be taken by Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of Agent and Lenders. Wherever the phrase "to the best of Borrowers' knowledge" or words of similar import relating to the knowledge or the awareness of any Borrower are used in this Agreement or Other Documents, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of any Borrower or (ii) the knowledge that a senior officer would have obtained if he had engaged in good faith and diligent performance of his duties, including the making of such reasonably specific inquiries as may be necessary of the employees or agents of such Borrower and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken

or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

1.5 Accounting Change. In the event that any "Accounting Change" (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, negative covenants, standards or terms in this Agreement, then Borrowers and the Agent (at the direction of Required Lenders) agree to enter into negotiations in order to amend such provisions of this Agreement so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating Borrower's financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by Borrowers, the Agent and the Required Lenders, all financial covenants, negative covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. "Accounting Changes" refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the SEC.

II. COMMITMENTS AND FACILITIES.

2.1 Advances.

(a) Initial Commitment Advances. Subject to the terms and conditions set forth in this Agreement and relying on the representations and warranties herein set forth, each Lender, severally and not jointly, shall be deemed, on the Closing Date, to have made a term loan advance to the Borrowers in an amount equal to the aggregate amount of such Lender's "Initial Commitment Advances" outstanding under the Existing DIP Agreement immediately prior to the Closing Date which amount is set forth under such Lender's name on the signature pages hereto and/or on Schedule 2.1 hereto (such advances are referred to as the "Initial Commitment Advances"). The Initial Commitment Advances deemed made pursuant to the preceding sentence shall be made without any actual funding on the Closing Date and shall bear interest on the Closing Date at the Contract Rate as if such Advances were Domestic Rate Loans, except to the extent that the Borrowers have timely delivered notice in accordance with Section 2.2 requesting that such Advances be Eurodollar Rate Loans. Initial Commitment Advances which are repaid or prepaid may not be reborrowed. The Initial Commitments Advances shall be evidenced by one or more secured promissory notes (collectively, the "Initial Commitment Note") substantially in the form attached hereto as Exhibit 2.1(a).

(b) Revolving Advances. Subject to the terms and conditions set forth in this Agreement and relying on the representations and warranties herein set forth, each Lender, severally and not jointly, will make advances (such advances are referred to as the "Revolving Advances") from time to time on any Business Day during the period from the Closing Date to but excluding the Commitment Termination Date in an aggregate amount not exceeding its Revolving Commitment Percentage of the aggregate amount of the Revolving Commitments to

be used for the purposes identified in Section 2.22; provided that each Revolving Lender shall be deemed on the Closing Date to have made a Revolving Advance to the Borrowers in an amount equal to the aggregate amount of such Lender's "Revolving Advances," if any, outstanding under the Existing DIP Agreement immediately prior to the Closing Date which amount is set forth under such Lender's name under the heading "Revolving Advance" on the signature pages hereto and/or on Schedule 2.1 hereto; and provided further, however, that, after giving effect to any borrowing of Revolving Advances, the aggregate principal amount of all outstanding Revolving Advances shall not exceed the aggregate Revolving Commitments then in effect minus the aggregate Maximum Undrawn Amount of all outstanding Letters of Credit. The Revolving Advances deemed made pursuant to the first proviso to the preceding sentence shall be made without any actual funding on the Closing Date and shall bear interest on the Closing Date at the Contract Rate as if such Advances were Domestic Rate Loans, except to the extent that the Borrowers have timely delivered notice in accordance with Section 2.2 requesting that such Advances be Eurodollar Rate Loans. Amounts borrowed under this Section 2.1(b) may be repaid and reborrowed to but excluding the Commitment Termination Date; and provided further, however, that, no Revolving Advance shall be requested, and no Revolving Lender shall be obligated to fund a Revolving Advance, if the funding thereof would result in a breach of any obligation under any agreements in effect between any of the Borrowers and DIRECTV as determined by management of the Borrowers. The Revolving Advances shall be evidenced by one or more secured promissory notes (collectively, the "Revolving Credit Note") substantially in the form attached hereto as Exhibit 2.1(b).

(c) L/C Commitment Advances. Subject to the terms and conditions set forth in this Agreement and relying on the representations and warranties herein set forth, each Lender, severally and not jointly, will make advances (such advances are referred to as the "L/C Commitment Advances") from time to time on any Business Day during the period from the Closing Date to but excluding the Commitment Termination Date in an aggregate amount not exceeding its L/C Commitment Percentage of the aggregate amount of the L/C Commitments to be used for the purpose of satisfying, reimbursing or participating in drawings under the WTC Letter of Credit; provided that each L/C Commitment Lender shall be deemed on the Closing Date to have made an L/C Commitment Advance to the Borrowers in an amount equal to the aggregate amount of such Lender's "L/C Commitment Advances" and "L/C Participation Advances," if any, outstanding under the Existing DIP Agreement immediately prior to the Closing Date which amount is set forth under such Lender's name under the heading "L/C Commitment Advance" on the signature pages hereto and/or on Schedule 2.1 hereto; and provided further, however, that, after giving effect to any borrowing of L/C Commitment Advances, the aggregate principal amount of all L/C Commitment Advances shall not exceed the original amount of the L/C Commitments of all Lenders. The L/C Commitment Advances deemed made pursuant to the first proviso to the preceding sentence shall be made without any actual funding on the Closing Date and shall bear interest on the Closing Date at the Contract Rate as if such Advances were Domestic Rate Loans, except to the extent that the Borrowers have timely delivered notice in accordance with Section 2.2 requesting that such Advances be Eurodollar Rate Loans. Amounts borrowed as L/C Commitment Advances which are repaid or prepaid may not be reborrowed and the L/C Commitments shall be reduced by the amount of each L/C Commitment Advance. The L/C Commitments Advances shall be evidenced by one or more secured promissory notes (collectively, the "L/C Commitment Note") substantially in the form attached hereto as Exhibit 2.1(c).

(d) Subject to the terms and conditions of this Agreement and in reliance upon the representations and warranties of Borrowers herein set forth, each Lender, severally and not jointly, will make advances (such advances are referred to as the "Roll-Up Advances"), from time to time on any Business Day during the period from the Closing Date to but excluding the Commitment Termination Date an aggregate amount not exceeding its Roll-Up Commitment Percentage of the aggregate amount of the Roll-Up Commitments to be used for the purpose of satisfying, reimbursing or participating in drawings under the Roll-Up Letters of Credit (other than the WTC Letter of Credit); provided that each Roll-Up Lender shall be deemed on the Closing Date to have made a Roll-Up Advance to the Borrowers in an amount equal to the aggregate amount of such Lender's "Roll-Up Advances" and "Roll-Up Participation Advances," if any, outstanding under the Existing DIP Agreement immediately prior to the Closing Date which amount is set forth under such Roll-Up Lender's name under the heading "Roll-Up Advance" on the signature pages hereto and/or on Schedule 2.1 hereto. The Roll-Up Advances deemed made pursuant to the proviso to the preceding sentence shall be made without any actual funding on the Closing Date and shall bear interest on the Closing Date at the Contract Rate as if such Advances were Domestic Rate Loans, except to the extent that the Borrowers have timely delivered notice in accordance with Section 2.2 requesting that such Advances be Eurodollar Rate Loans. Amounts borrowed as Roll-Up Advances and subsequently repaid may not be reborrowed and the Roll-Up Commitments shall be reduced by the amount of each Roll-Up Advance. The Roll-Up Advances shall be evidenced by one or more secured promissory notes (collectively, the "Roll-Up Advance Note") substantially in the form attached hereto as Exhibit 2.1(d).

(e) Second Out Tranche Advances. Subject to the terms and conditions set forth in this Agreement and relying on the representations and warranties herein set forth, each Lender, severally and not jointly, shall be deemed, on the Closing Date, to have made a term loan advance to the Borrowers in an amount equal to the amount set forth under such Lender's name under the heading "Second Out Tranche Advance" on the signature pages hereto and/or on Schedule 2.1 hereto (such advances are referred to as the "Second Out Tranche Advances"). The Second Out Tranche Advances deemed made pursuant to the preceding sentence shall be made without any actual funding on the Closing Date and shall bear interest on the Closing Date at the Contract Rate as if such Advances were Domestic Rate Loans, except to the extent that the Borrowers have timely delivered notice in accordance with Section 2.2 requesting that such Advances be Eurodollar Rate Loans. The principal amount of the Second Out Tranche Advance of each Second Out Tranche Lender on the Closing Date shall be equal to the principal amount reflected on Schedule 2.1. Second Out Tranche Advances which are repaid or prepaid may not be reborrowed. The Second Out Tranche Advances shall be evidenced by one or more secured promissory notes (collectively, the "Second Out Tranche Note") substantially in the form attached hereto as Exhibit 2.1(e).

2.2 Procedure for Requesting Advances; Procedures for Selection of Applicable Interest Rates

(a) Should any amount required to be paid as interest in cash hereunder, or as fees or other charges, costs or expenses under this Agreement or any Other Document, or with respect to any other Obligation, become due and payable and is not paid in cash on the date when due, the same shall be deemed a request for an Revolving Advance maintained as a Domestic

Rate Loan as of the date such payment is due and payable, in the amount required to pay in full such interest, fee, charge, costs, expenses or Obligation under this Agreement or any other agreement with Agent or Lenders, and such request shall be irrevocable, and such deemed request shall be deemed binding on Borrowers and Lenders shall be obliged to fund their respective Revolving Commitment Percentages of the same regardless of whether any of the conditions under Sections 8.2 or 2.2 shall not be satisfied at such time.

(b) In the event any Borrower desires to obtain a Eurodollar Rate Loan or a Domestic Rate Loan for any Advance, (including any Advance deemed made on the Closing Date), Borrowing Agent shall give Agent written notice by no later than 10:00 a.m. on the day which is four (4) Business Days prior to the date such Eurodollar Rate Loan or Domestic Rate Loan is to be borrowed, specifying (i) the date of the proposed borrowing (which shall be a Business Day), (ii) the type of borrowing and the amount on the date of such Advance to be borrowed, which amount shall be in a minimum amount of $500,000 and in integral multiples of $100,000 thereafter, and (iii) if such Advance is a Eurodollar Rate Loan, the duration of the first Interest Period therefor. Interest Periods for Eurodollar Rate Loans shall be for one, two or three months; provided, if an Interest Period would end on a day that is not a Business Day, it shall end on the next succeeding Business Day unless such day falls in the next succeeding calendar month in which case the Interest Period shall end on the next preceding Business Day. No Eurodollar Rate Loan shall be made available to any Borrower during the continuance of a Default or an Event of Default. After giving effect to each requested Eurodollar Rate Loan, including those which are converted from a Domestic Rate Loan under Section 2.2(d), there shall not be outstanding more than five (5) Eurodollar Rate Loans, in the aggregate.

(c) Each Interest Period of a Eurodollar Rate Loan shall commence on the date such Eurodollar Rate Loan is made and shall end on such date as Borrowing Agent may elect as set forth in subsection (b)(iii) above provided that the exact length of each Interest Period shall be determined in accordance with the practice of the interbank market for offshore Dollar deposits and no Interest Period shall end after the last day of the Term.

Borrowing Agent shall elect the initial Interest Period applicable to a Eurodollar Rate Loan by its notice of borrowing given to Agent pursuant to Section 2.2(b) or by its notice of conversion given to Agent pursuant to Section 2.2(d), as the case may be. Borrowing Agent shall elect the duration of each succeeding Interest Period by giving irrevocable written notice to Agent of such duration not later than 10:00 a.m. on the day which is four (4) Business Days prior to the last day of the then current Interest Period applicable to such Eurodollar Rate Loan. If Agent does not receive timely notice of the Interest Period elected by Borrowing Agent with respect to a Eurodollar Rate Loan, Borrowing Agent shall be deemed to have elected to convert such loan to a Domestic Rate Loan subject to Section 2.2(d) hereof.

(d) Provided that no Event of Default shall have occurred and be continuing, Borrowing Agent may, on the last Business Day of the then current Interest Period applicable to any outstanding Eurodollar Rate Loan, or on any Business Day with respect to Domestic Rate Loans, convert any such loan into a loan of another type in the same aggregate principal amount provided that any conversion of a Eurodollar Rate Loan shall be made only on the last Business Day of the then current Interest Period applicable to such Eurodollar Rate Loan. If Borrowing Agent desires to convert a loan, Borrowing Agent shall give Agent written notice by no later

than 10:00 a.m. (i) on the day which is four (4) Business Days prior to the date on which such conversion is to occur with respect to a conversion from a Domestic Rate Loan to a Eurodollar Rate Loan, or (ii) on the day which is four (4) Business Days prior to the date on which such conversion is to occur with respect to a conversion from a Eurodollar Rate Loan to a Domestic Rate Loan, specifying, in each case, the date of such conversion, the loans to be converted and if the conversion is from a Domestic Rate Loan to any other type of loan, the duration of the first Interest Period therefor.

(e) At its option and upon written notice given prior to 10:00 a.m. at least four (4) Business Days prior to the date of such prepayment, any Borrower may prepay Eurodollar Rate Loans in whole at any time or in part from time to time with accrued interest on the principal being prepaid to the date of such repayment. In addition to any other information required by Section 2.21, and subject to Section 2.21, such Borrower shall specify the date of prepayment of Advances which are Eurodollar Rate Loans, which Advances are to be prepaid and the amount of such prepayment. In the event that any prepayment of a Eurodollar Rate Loan is required or permitted on a date other than the last Business Day of the then current Interest Period with respect thereto, such Borrower shall indemnify Agent and Lenders therefor in accordance with Section 2.2(f) hereof.

(f) Each Borrower shall indemnify Agent and Lenders and hold Agent and Lenders harmless from and against any and all losses or expenses that Agent and Lenders may sustain or incur as a consequence of any prepayment, conversion of or any default by any Borrower in the payment of the principal of or interest on any Eurodollar Rate Loan or failure by any Borrower to complete a borrowing of, a prepayment of or conversion of or to a Eurodollar Rate Loan after notice thereof has been given, including, but not limited to, any interest payable by Agent or Lenders to lenders of funds obtained by it in order to make or maintain its Eurodollar Rate Loans hereunder. A certificate as to any additional amounts payable pursuant to the foregoing sentence submitted by Agent or any Lender (with a copy to Agent) to Borrowing Agent shall be conclusive absent manifest error.

(g) Notwithstanding any other provision hereof, if any Applicable Law, treaty, regulation or directive, or any change therein or in the interpretation or application thereof, shall make it unlawful for any Lender (for purposes of this subsection (g), the term "Lender" shall include any Lender and the office or branch where any Lender or any corporation or bank controlling such Lender makes or maintains any Eurodollar Rate Loans) to make or maintain its Eurodollar Rate Loans, the obligation of Lenders to make Eurodollar Rate Loans hereunder shall forthwith be cancelled and Borrowers shall, if any affected Eurodollar Rate Loans are then outstanding, promptly upon request from Agent, either pay all such affected Eurodollar Rate Loans or convert such affected Eurodollar Rate Loans into loans of another type. If any such payment or conversion of any Eurodollar Rate Loan is made on a day that is not the last day of the Interest Period applicable to such Eurodollar Rate Loan, Borrowers shall pay Agent, upon Agent's request, such amount or amounts as may be necessary to compensate Lenders for any loss or expense sustained or incurred by Lenders in respect of such Eurodollar Rate Loan as a result of such payment or conversion, including (but not limited to) any interest or other amounts payable by Lenders to lenders of funds obtained by Lenders in order to make or maintain such Eurodollar Rate Loan. A certificate as to any additional amounts payable pursuant to the

foregoing sentence submitted by Agent or Lenders to Borrowing Agent (with a copy to Agent) shall be conclusive absent manifest error.

2.3 Disbursement of Advance Proceeds. All Advances (other than Advances deemed made on the Closing Date) shall be disbursed from whichever office or other place Agent may designate from time to time and, together with any and all other Obligations of Borrowers to Agent or Lenders, shall be charged to Borrowers' Account on Agent's books. During the Term, Borrowers may use the Revolving Advances by borrowing, prepaying and reborrowing, all in accordance with the terms and conditions hereof. The proceeds of each Revolving Advance or L/C Commitment Advance requested by Borrowing Agent on behalf of any Borrower or deemed to have been requested by any Borrower under Section 2.2(a) hereof shall, with respect to requested Advances to the extent Lenders make such Advances, be made available to the applicable Borrower on the day so requested by way of credit to such Borrower's operating account at PNC, or such other bank as Borrowing Agent may designate following notification to Agent, in immediately available federal funds or other immediately available funds .

2.4 [RESERVED].

2.5 Maximum Advances. The aggregate balance of Revolving Advances outstanding at any time shall not exceed the Revolving Commitments of all Lenders less the aggregate Maximum Undrawn Amount of all issued and outstanding Letters of Credit. The aggregate principal amount of all L/C Commitment Advances made after the Closing Date shall not exceed the initial aggregate L/C Commitments, and upon the making of each L/C Commitment Advance after the Closing Date the L/C Commitments shall be reduced by the principal amount of such L/C Commitment Advance. The aggregate principal amount of all Roll-Up L/C Commitment Advances made after the Closing Date shall not exceed the initial aggregate Roll-Up L/C Commitments, and upon the making of each Roll-Up L/C Commitment Advance after the Closing Date the Roll-Up L/C Commitments shall be reduced by the principal amount of such Roll-Up L/C Commitment Advance.

2.6 Repayment of Advances.

(a) The Advances shall be due and payable in full on the last day of the Term subject to earlier prepayment and to acceleration upon an Event of Default as herein provided, unless otherwise agreed by the Lenders.

(b) Each Borrower recognizes that the amounts evidenced by checks, notes, drafts or any other items of payment relating to and/or proceeds of Collateral may not be collectible by Agent on the date received. In consideration of Agent's agreement to conditionally credit Borrowers' Account as of the next Business Day following Agent's receipt of those items of payment, each Borrower agrees that, in computing the charges under this Agreement, all items of payment shall be deemed applied by Agent on account of the Obligations one (1) Business Day after (i) the Business Day following Agent's receipt of such payments via wire transfer or electronic depository check or (ii) in the case of payments received by Agent in any other form, the Business Day such payment constitutes good funds in Agent's account. Agent is not, however, required to credit Borrowers' Account for the amount of any

item of payment which is unsatisfactory to Agent and Agent may charge Borrowers' Account for the amount of any item of payment which is returned to Agent unpaid.

(c) All payments of principal, interest and other amounts payable to Agent or the Lenders hereunder, or under any of the Other Documents shall be made to Agent at the Payment Office for the ratable accounts of the Lenders (other than Obligations due and owing to the Agent for its own account) (i) in the case of any of the Initial Commitment Advances, in accordance with the Lenders' applicable Initial Commitment Percentages, (ii) in the case of any of the Revolving Advances, in accordance with the Lenders' applicable Revolving Commitment Percentages, (iii) in the case of any of the L/C Commitment Advances, in accordance with the Lenders' applicable L/C Commitment Percentages, (iv) in the case of any of the Roll-Up Advances, in accordance with the Lenders' applicable Roll-Up Commitment Percentages, and (v) in the case of any of the Second Out Tranche Advances, in accordance with the Lenders' applicable Second Out Tranche Ratable Shares, in each case not later than 1:00 P.M. on the due date therefor in lawful money of the United States of America in federal funds by wire transfer or other funds immediately available to Agent. Agent shall, upon the direction of the Required Lenders, have the right to effectuate payment on any and all Obligations due and owing hereunder (other than Obligations due and owing to Agent for its own account) by charging Borrowers' Account or by making Advances as provided in Section 2.2 hereof.

(d) Borrowers shall pay principal, interest, and all other amounts payable hereunder, or under any related agreement, without any deduction whatsoever, including, but not limited to, any deduction for any setoff or counterclaim.

2.7 Repayment of Excess Advances. The aggregate balance of Revolving Advances, L/C Commitment Advances and/or Roll-Up L/C Commitment Advances taken as a whole outstanding at any time in excess of the maximum amount of Revolving Advances, L/C Commitment Advances and/or Roll-Up L/C Commitment Advances (as applicable) permitted hereunder shall be immediately due and payable without the necessity of any demand, at the Payment Office, whether or not a Default or Event of Default has occurred.

2.8 Statement of Account. Agent shall maintain, in accordance with its customary procedures, a loan account ("Borrowers' Account") in the name of Borrowers in which shall be recorded the date and amount of each Advance made by Lenders and the date and amount of each payment in respect thereof; provided, however, the failure by Agent to record the date and amount of any Advance shall not adversely affect Agent or any Lender. Each month, Agent shall send to Borrowing Agent a statement showing the accounting for the Advances made, payments made or credited in respect thereof, and other transactions between Agent, Lenders and Borrowers during such month. The monthly statements shall be deemed correct and binding upon Borrowers in the absence of manifest error and shall constitute an account stated between Lenders and Borrowers unless Agent receives a written statement of Borrowers' specific exceptions thereto within thirty (30) days after such statement is received by Borrowing Agent. The records of Agent with respect to the loan account shall be conclusive evidence absent manifest error of the amounts of Advances and other charges thereto and of payments applicable thereto.

2.9 Letters of Credit. Subject to the terms and conditions hereof, Issuer may issue or cause the issuance of standby letters of credit ("Letters of Credit") for the account of any Borrower except to the extent the issuance thereof would then cause (a) the sum of (i) the outstanding Revolving Advances plus (ii) the Maximum Undrawn Amount of all outstanding Letters of Credit to exceed the aggregate Revolving Commitments then in effect, (b) the Maximum Undrawn Amount of all outstanding Letters of Credit issued on or after the Closing Date for the benefit of the Other Business to exceed $5.0 million (regardless of the amount outstanding at any time), or (c) in the case of any Letter of Credit proposed to be issued for the benefit of the Other Business, a breach of any obligation under any agreements in effect between any of the Borrowers and DIRECTV as determined by management of the Borrowers. For the avoidance of doubt, as used herein, "Letters of Credit" shall not include the WTC Letter of Credit or Roll-Up Letters of Credit; provided, however, that "Letters of Credit" shall include all Existing DIP Letters of Credit, which shall be deemed issued on the Closing Date as Letters of Credit with no further action required by any Person. All disbursements or payments related to Letters of Credit shall be deemed to be Domestic Rate Loans consisting of Revolving Advances and shall bear interest at the applicable Contract Rate; Letters of Credit that have not been drawn upon shall not bear interest (but fees shall accrue in respect of outstanding Letters of Credit as provided in Section 3.2 hereof). All disbursements or payments related to Roll-Up Letters of Credit shall be deemed to be Domestic Rate Loans consisting of Roll-Up Advances and shall bear interest at the applicable Contract Rate; all disbursements or payments related to the WTC Letter of Credit shall be deemed to be Domestic Rate Loans consisting of WTC L/C Commitment Advances and shall bear interest at the applicable Contract Rate; Roll-Up Letters of Credit that have not been drawn upon shall not bear interest (but fees shall accrue in respect of outstanding Roll-Up Letters of Credit as provided in Section 3.2 hereof).

2.10 Issuance of Letters of Credit and Roll-Up Letters of Credit.

(a) Borrowing Agent, on behalf of Borrowers, may request Issuer to issue or cause the issuance of a Letter of Credit (other than an Existing DIP Letter of Credit) by delivering to Agent at the Payment Office and to Issuer, prior to 10:00 a.m., at least three (3) Business Days prior to the proposed date of issuance, Issuer's form of Letter of Credit Application (the "Letter of Credit Application") completed to the satisfaction of Agent and Issuer; and, such other certificates, documents and other papers and information as Agent and Issuer may reasonably request. Borrowing Agent, on behalf of Borrowers, also has the right to give instructions and make agreements with respect to any application, any applicable letter of credit and security agreement, any applicable letter of credit reimbursement agreement and/or any other applicable agreement, any letter of credit and the disposition of documents, disposition of any unutilized funds, and to agree with Agent and Issuer upon any amendment, extension or renewal of any Letter of Credit or Roll-Up Letter of Credit. Issuer shall not issue any requested Letter of Credit if such Issuer has received notice from Agent or any Lender that one or more of the applicable conditions set forth in Section 8.2 of this Agreement (as if the issuance of such Letter of Credit were the making of an Advance) have not been satisfied or the commitments of Lenders to make Revolving Advances hereunder have been terminated for any reason.

(b) Each Letter of Credit shall, among other things, (i) provide for the payment of sight drafts, other written demands for payment, or acceptances of usance drafts when presented for honor thereunder in accordance with the terms thereof and when

accompanied by the documents described therein and (ii) have an expiry date not later than twelve (12) months after such Letter of Credit's date of issuance and in no event later than the last day of the Term. Each standby Letter of Credit and each Roll-Up Letter of Credit shall be subject either to the Uniform Customs and Practice for Documentary Credits as most recently published by the International Chamber of Commerce at the time a Letter of Credit is issued (the "UCP") or the International Standby Practices (ISP98-International Chamber of Commerce Publication Number 590) (the "ISP98 Rules"), and any subsequent revision thereof at the time a standby Letter of Credit or Roll-Up Letter of Credit is issued, as determined by Issuer, and each trade Letter of Credit shall be subject to the UCP.

(c) Agent shall use its reasonable efforts to notify Revolving Lenders of the request by Borrowing Agent for a Letter of Credit hereunder. Agent shall have no obligations to confirm that a Letter of Credit satisfies the criteria set forth herein.

(d) On the Closing Date, (a) any existing participation of a Roll-Up Lender (in its capacity as a "Lender" under the Existing DIP Agreement) in such Existing Roll-Up L/C shall terminate and be of no further force and effect, (b) any rights or obligations of Roll-Up Lenders (in their capacity as "Lenders" under the Existing DIP Agreement) to reimburse or participate in honored drawings under, or to participate in payments made by Borrowers or any of their respective Subsidiaries with respect to, such Existing Roll-Up L/C under the Pre-Petition ABL Credit Agreement shall be superseded by this Agreement, and (c) any and all rights, titles, claims (including "claims" within the meaning of Section 101(5) of the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. § 101, et seq.)), interests, powers and privileges of the issuer of any Existing Roll-Up L/C under the Pre-Petition ABL Credit Agreement shall be deemed to have reverted back to the Issuer of such Existing Roll-Up L/C and such Existing Roll-Up L/C shall be deemed to be converted on such date to a Roll-Up Letter of Credit that shall be deemed for purposes of this Agreement to be issued on the Closing Date. No earlier than 15 days prior to (and no later than 3 days prior to) the last date on which the Issuer can deliver notice to the beneficiary of a WTC Letter of Credit in order to cause the non-renewal or termination of such WTC Letter of Credit, Borrowing Agent, on behalf of Borrowers, may request Issuer extend the expiration date of such WTC Letter of Credit by delivering to Agent at the Payment Office and to Issuer, prior to 10:00 a.m. (New York City time) on the relevant date, a request (a "WTC Letter of Credit Renewal Request") to extend such WTC Letter of Credit and a Letter of Credit Application therefor completed to the satisfaction of Agent and Issuer, and such other certificates, documents and other papers and information as Agent and Issuer may reasonably request. Issuer shall extend a WTC Letter of Credit or refrain from delivering notice to the beneficiary thereof of the non-renewal or termination of such WTC Letter of Credit, if requested by the Borrowing Agent in accordance with the preceding sentence, unless (x) an Event of Default has occurred and is continuing, (y) such Issuer has received notice from Agent or any Lender that one or more of the applicable conditions set forth in Section 8.2 of this Agreement have not been satisfied (as if the extension of such WTC Letter of Credit were the making of an Advance) on the date of such request or (z) the WTC Commitments of Lenders have been terminated for any reason. The Issuer of the WTC Letter of Credit agrees not to issue a notice of non-renewal, cancellation or termination of the WTC Letter of Credit prior to September 30, 2016, unless a Major Default Event has occurred and is continuing or the WTC Commitments of Lenders have been terminated, or following a WTC Letter of Credit Renewal Request such Issuer has received notice as described in the preceding sentence that one or more of the applicable conditions set

forth in Section 8.2 of this Agreement have not been satisfied. Prior to the expiration date of any (1) Roll-Up Letter of Credit, the Issuer with respect to such Roll-Up Letter of Credit may issue any notice of non-renewal or termination of such Roll-Up Letter of Credit (subject, in the case of the WTC Letter of Credit, to the limitations set forth above in this paragraph), and (2) subject to compliance with Section 2.11(c), the Issuer with respect to such Roll-Up Letter of Credit may issue a Roll-Up Letter of Credit to replace such expiring Roll-Up Letter of Credit or amend or extend the expiration date of such expiring Roll-Up Letter of Credit, and upon such issuance or extension Borrowers shall be deemed to have requested that the Issuer with respect to such outstanding Roll-Up Letter of Credit issue a Roll-Up Letter of Credit to replace such Roll-Up Letter of Credit or so extend the maturity of such Roll-Up Letter of Credit, respectively; provided that no Issuer shall issue or extend the expiration date of any outstanding Roll-Up Letter of Credit:

(i) if the underlying contractual obligation to provide any such Roll-Up Letter of Credit or a replacement thereto to the beneficiary thereof has terminated, and/or the beneficiary of such Roll-Up Letter of Credit has otherwise returned the same for cancellation without the expectation that a Roll-Up Letter of Credit will be issued contemporaneously with such cancellation in substitution therefor;

(ii) unless the terms of such Roll-Up Letter of Credit as so replaced or extended are substantially identical to the terms of the corresponding Roll-Up Letter of Credit being replaced or extended;

(iii) unless the stated amount of such Roll-Up Letter of Credit as so replaced or extended does not exceed the amount of the corresponding Roll-Up Letter of Credit being replaced or extended, as the case may be, and is denominated in the same currency;

(iv) if such Roll-Up Letter of Credit as so replaced or extended has an expiration date later than the date which is one year from the date of issuance of such Roll-Up Letter of Credit, unless a later expiration date is necessary in the judgment of Issuer to avoid a drawing under the corresponding Roll-Up Letter of Credit being replaced or extended, and such later expiration date is no later than the first date on which such corresponding Roll-Up Letter of Credit being replaced or extended could expire without giving rise to a right of the beneficiary thereof to make a drawing thereunder solely as a result of or in anticipation of such expiration; or

(v) if, after giving effect to such issuance or extension, the aggregate principal amount of Roll-Up Commitment Advances plus the Maximum Undrawn Amount of Roll-Up Letters of Credit outstanding would exceed the Roll-Up Commitments.

2.11 Requirements For Issuance of Letters of Credit.

(a) Borrowing Agent shall authorize and direct Issuer to name the applicable Borrower as the "Applicant" or "Account Party" of each Letter of Credit and Roll-Up Letter of Credit. For each Roll-Up Letter of Credit and Letter of Credit, Borrowing Agent shall authorize

and direct the Issuer to deliver to Agent all instruments, documents, and other writings and property received by the Issuer pursuant to the Letter of Credit and to accept and rely upon Agent's instructions and agreements with respect to all matters arising in connection with the Letter of Credit, the application therefor or any acceptance thereof.

(b) In connection with all Roll-Up Letters of Credit and Letters of Credit issued or caused to be issued by Issuer under this Agreement, each Borrower hereby appoints Issuer, or its designee, as its attorney, with full power and authority if an Event of Default shall have occurred and be continuing, (i) to sign and/or endorse such Borrower's name upon any warehouse or other receipts, letter of credit applications and acceptances, (ii) to sign such Borrower's name on bills of lading; (iii) to clear Inventory through the United States of America Customs Department ("Customs") in the name of such Borrower or Issuer or Issuer's designee, and to sign and deliver to Customs officials powers of attorney in the name of such Borrower for such purpose; and (iv) to complete in such Borrower's or Issuer's name, or in the name of Issuer's designee, any order, sale or transaction, obtain the necessary documents in connection therewith, and collect the proceeds thereof. Neither Issuer nor its attorneys will be liable for any acts or omissions nor for any error of judgment or mistakes of fact or law, except for Issuer's or its attorney's willful misconduct or gross negligence. This power, being coupled with an interest, is irrevocable as long as any Letters of Credit and/or Roll-Up Letters of Credit remain outstanding.

(c) Whenever the Issuer with respect to such Roll-Up Letter of Credit desires to issue a Roll-Up Letter of Credit to replace such outstanding Roll-Up Letter of Credit, such Issuer shall deliver to Agent a notice of such issuance no later than 12:00 Noon (New York City time) at least 5 days (or in each case such shorter period as may be agreed to by Agent in any particular instance) in advance of the proposed date of issuance, which notice shall describe the relevant Roll-Up Letter of Credit and the verbatim text of the Roll-Up Letter of Credit proposed to be issued and shall specify such proposed date of issuance. Unless the Commitment Termination Date shall have occurred, on such proposed date of issuance such Issuer shall issue a Roll-Up Letter of Credit in the form set forth in such notice (subject to the provisions of Section 2.10(d)) to replace such outstanding Roll-Up Letter of Credit.

(d) Subject to any requirements herein to provide notice at an earlier time, on or prior to the date of issuance of any Letter of Credit the Issuer and Borrowers shall provide written notice to the Agent of the date of issuance of such Letter of Credit, amount of such Letter of Credit and such other information with respect thereto as the Agent shall reasonably request.

2.12 Disbursements, Reimbursement.

(a) Immediately upon the issuance of each Letter of Credit, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from Issuer a participation in such Letter of Credit and each drawing thereunder in an amount equal to such Revolving Lender's Revolving Commitment Percentage of the Maximum Undrawn Amount of such Letter of Credit (as in effect from time to time) and the amount of such drawing, respectively. Immediately upon the issuance of any Roll-Up Letter of Credit (including any deemed issuance of a Roll-Up Letter of Credit pursuant to Section 2.11(c)) other than the WTC Letter of Credit, each Roll-Up Lender shall be deemed to, and hereby agrees to, have irrevocably

purchased from the Issuer a participation in such Roll-Up Letter of Credit and any drawings honored thereunder in an amount equal to such Lender's Roll-Up Commitment Percentage of the maximum amount which is or at any time may become available to be drawn thereunder and the amount of such drawing, respectively. Immediately upon the issuance of the WTC Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from Issuer a participation in such WTC Letter of Credit and each drawing thereunder in an amount equal to such Lender's L/C Commitment Percentage of the Maximum Undrawn Amount of such WTC Letter of Credit (as in effect from time to time) and the amount of such drawing, respectively. Each Borrower, with respect to each Existing Roll-Up L/C and Roll-Up Letter of Credit, hereby (1) represents, warrants, agrees, covenants and reaffirms that it has no (and it permanently and irrevocably waives and releases Agent, Issuer and Lenders from any, to the extent arising on or prior to the Closing Date with respect to the relevant Existing Roll-Up L/C) defense, set off, claim or counterclaim against Agent, Issuer or any Lender in regard to its obligations in respect of any such participation in a Roll-Up Letter of Credit or any drawings honored thereunder, and (2) affirms its obligation to pay such participations, and any amounts owed (whether or not then due and payable, and including all interest and fees accrued under the Pre-Petition ABL Credit Agreement to the Closing Date with respect to the relevant Existing Roll-Up L/C) with respect to each Roll-Up Letter of Credit in accordance with the terms and conditions of this Agreement and the Other Documents.

(b) In the event of any request for a drawing under a Letter of Credit, the WTC Letter of Credit or any Roll-Up Letter of Credit by the beneficiary or transferee thereof, Issuer will promptly notify Borrowing Agent. Regardless of whether Borrowing Agent shall have received such notice, the Borrowers shall reimburse (such obligation to reimburse Issuer shall sometimes be referred to as a "Reimbursement Obligation") Issuer prior to 12:00 Noon on each Drawing Date with respect to a Letter of Credit in an amount equal to the amount so paid by Issuer. In the event Borrowers fail to reimburse Issuer for the full amount of any drawing under any Letter of Credit by 12:00 Noon on the Drawing Date, Issuer will promptly notify each Revolving Lender thereof, and Borrowers shall be deemed to have requested that a Revolving Advance maintained as a Domestic Rate Loan be made by the Revolving Lenders to be disbursed on the Drawing Date under such Letter of Credit, and Lenders having a Revolving Commitment shall be unconditionally obligated to fund such Revolving Advance (whether or not the conditions specified in Section 8.2 are then satisfied or the commitments of Lenders to make Revolving Advances hereunder have been terminated for any reason) as provided for in Section 2.12(c) immediately below. Issuer will promptly notify each Lender having a L/C Commitment of any Drawing Date for the WTC Letter of Credit, and Borrowers shall be deemed to have requested that a L/C Commitment Advance maintained as a Domestic Rate Loan be made by the Lenders having a L/C Commitment to be disbursed on the Drawing Date under such WTC Letter of Credit, and Lenders having a L/C Commitment shall be unconditionally obligated to fund such L/C Commitment Advance (whether or not the conditions specified in Section 8.2 are then satisfied or the commitments of Lenders to make L/C Commitment Advances hereunder have been terminated for any reason) as provided for in Section 2.12(c) immediately below. Issuer will promptly notify each Roll-Up Lender of any Drawing Date under the Roll-Up Letters of Credit (other than the WTC Letter of Credit), and Borrowers shall be deemed to have requested that a Roll-Up Advance maintained as a Domestic Rate Loan be made by the Roll-Up Lenders to be disbursed on the Drawing Date under such Roll-Up Letter of Credit, and Roll-Up Lenders shall be unconditionally obligated to fund such Roll-Up Advance (whether or not the conditions

specified in Section 8.2 are then satisfied or the commitments of Lenders to make Roll-Up Advances hereunder have been terminated for any reason) as provided for in Section 2.12(c) immediately below. Any notice given by Issuer pursuant to this Section 2.12(b) may be oral if promptly confirmed in writing and a copy of such notice shall be provided to the Agent; provided that the lack of such a confirmation shall not affect the conclusiveness or binding effect of such notice.

(c) Each Lender shall upon any notice pursuant to Section 2.12(b) make available to Issuer an amount in immediately available funds equal to its Revolving Commitment Percentage, L/C Commitment Percentage or Roll-Up Commitment Percentage, as applicable, of the amount of the drawing, whereupon the participating Lenders shall (subject to Section 2.12(d)) each be deemed to have made (as applicable) (x) if reimbursing the Issuer for a drawing under a Letter of Credit, a Revolving Advance maintained as a Domestic Rate Loan to Borrowers in that amount, (y) if reimbursing the Issuer for a drawing under the WTC Letter of Credit, a L/C Commitment Advance maintained as a Domestic Rate Loan to Borrowers in that amount, or (z) if reimbursing the Issuer for a drawing under a Roll-Up Letter of Credit, a Roll-Up Advance maintained as a Domestic Rate Loan to Borrowers in that amount. If any Lender so notified fails to make available to Issuer the amount of such Lender's Revolving Commitment Percentage or L/C Commitment Percentage of such amount or Roll-Up Commitment Percentage of such amount, as applicable, in each case by no later than 2:00 p.m. on the Drawing Date, then interest shall accrue on such Lender's obligation to make such payment, from the Drawing Date to the date on which such Lender makes such payment (i) at a rate per annum equal to the Federal Funds Effective Rate during the first three days following the Drawing Date and (ii) at a rate per annum equal to the rate applicable to Revolving Advances maintained as a Domestic Rate Loans on and after the fourth day following the Drawing Date. Issuer will promptly give notice of the occurrence of the Drawing Date, but failure of Issuer to give any such notice on the Drawing Date or in sufficient time to enable any Lender to effect such payment on such date shall not relieve such Lender from its obligation under this Section 2.12(c), provided that such Lender shall not be obligated to pay interest as provided in Section 2.12(c)(i) and (ii) until and commencing from the date of receipt of notice from Issuer of a drawing.

(d) With respect to any unreimbursed drawing under a Letter of Credit that is not converted into a Revolving Advance maintained as a Domestic Rate Loan to Borrowers in whole or in part as contemplated by Section 2.12(b) for any reason, Borrowers shall be deemed to have incurred from Issuer a borrowing (each a "Letter of Credit Borrowing") in the amount of such drawing; with respect to any unreimbursed drawing under the WTC Letter of Credit that is not converted into a L/C Commitment Advance maintained as a Domestic Rate Loan to Borrowers in whole or in part as contemplated by Section 2.12(b) for any reason, Borrowers shall be deemed to have incurred from Issuer a borrowing (each a "WTC Letter of Credit Borrowing") in the amount of such drawing; and with respect to any unreimbursed drawing under a Roll-Up Letter of Credit that is not converted into a Roll-Up Advance maintained as a Domestic Rate Loan to Borrowers in whole or in part as contemplated by Section 2.12(b) for any reason, Borrowers shall be deemed to have incurred from Issuer a borrowing (each a "Roll-Up Letter of Credit Borrowing") in the amount of such drawing. Such Letter of Credit Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the rate per annum applicable to a Revolving Advance maintained as a Domestic Rate Loan, such WTC Letter of Credit Borrowing shall be due and payable on demand (together with interest) and shall

bear interest at the rate per annum applicable to a L/C Commitment Advance maintained as a Domestic Rate Loan, and such Roll-Up Letter of Credit Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the rate per annum applicable to a Roll-Up Advance maintained as a Domestic Rate Loan. Each Revolving Lender's payment to Issuer pursuant to Section 2.12(c) shall be deemed to be a payment in respect of its participation in such Letter of Credit Borrowing and shall constitute a "Participation Advance" from such Revolving Lender in satisfaction of its Participation Commitment under this Section 2.12; each L/C Commitment Lender's payment to Issuer pursuant to Section 2.12(c) shall be deemed to be a payment in respect of its participation in such WTC Letter of Credit Borrowing and shall constitute a "L/C Participation Advance" from such L/C Commitment Lender in satisfaction of its L/C Participation Commitment under this Section 2.12; and each Roll-Up Lender's payment to Issuer pursuant to Section 2.12(c) shall be deemed to be a payment in respect of its participation in such Roll-Up Letter of Credit Borrowing and shall constitute a "Roll-Up Participation Advance" from such Roll-Up Lender in satisfaction of its Roll-Up Participation Commitment under this Section 2.12.

(e) Each Lender's Participation Commitment shall continue until the last to occur of any of the following events: (x) Issuer ceases to be obligated to issue or cause to be issued Letters of Credit hereunder; (y) no Letter of Credit issued or created hereunder remains outstanding and uncancelled; and (z) all Persons (other than the Borrowers) have been fully reimbursed for all payments made under or relating to Letters of Credit. Each Lender's L/C Participation Commitment shall continue until the last to occur of any of the following events: (x) the WTC Letter of Credit is cancelled or no longer remains outstanding; and (y) all Persons (other than the Borrowers) have been fully reimbursed for all payments made under or relating to the WTC Letter of Credit. Each Roll-Up Lender's Roll-Up Participation Commitment shall continue until the last to occur of any of the following events: (x) no Roll-Up Letter of Credit issued or deemed issued or created hereunder remains outstanding and uncancelled; and (y) all Persons (other than the Borrowers) have been fully reimbursed for all payments made under or relating to Roll-Up Letters of Credit.

(f) If for any reason proceeds of Revolving Advances are not received by Issuer on the applicable Reimbursement Date in an amount equal to the amount of the payment made by Issuer to honor a drawing under a Letter of Credit, or if for any reason proceeds of Roll-Up Advances are not received by Issuer on the applicable Reimbursement Date in an amount equal to the amount of the payment made by Issuer to honor a drawing under a Roll-Up Letter of Credit, Borrowers shall reimburse such Issuer, on demand, in an amount in same day funds equal to the excess of the amount of such payment over the aggregate amount of such Revolving Advances, if any, or Roll-Up Advances, if any (as applicable), which are so received. Nothing in this Section 2.12(f) shall be deemed to relieve any Lender from its obligation to make Revolving Advances or Roll-Up Advances, as the case may be, on the terms and conditions set forth in this Agreement, and Borrowers shall retain any and all rights each may have against any Lender resulting from the failure of such Lender to make such Revolving Advances or Roll-Up Advances under this Section 2.12(f).

2.13 Repayment of Participation Advances.

(a) Upon (and only upon) receipt by Agent or Issuer for its account of immediately available funds from Borrowers (i) in reimbursement of any payment made by the Issuer as Issuer under the Letter of Credit with respect to which any Revolving Lender has made a Participation Advance to Issuer, or (ii) in payment of interest on such a payment made by Issuer or Agent under such a Letter of Credit, Agent or Issuer, as applicable, will pay to each Revolving Lender, in the same funds as those received by Agent or Issuer, the amount of such Revolving Lender's Revolving Commitment Percentage of such funds, except Agent or Issuer shall retain the amount of the Revolving Commitment Percentage of such funds of any Revolving Lender that did not make a Participation Advance in respect of such payment by Agent or Issuer. Upon (and only upon) receipt by Agent or Issuer for its account of immediately available funds from Borrowers (i) in reimbursement of any payment made by the Issuer as Issuer under the WTC Letter of Credit with respect to which any L/C Commitment Lender has made a L/C Participation Advance to Issuer, or (ii) in payment of interest on such a payment made by Issuer or Agent under such WTC Letter of Credit, Agent or Issuer, as applicable, will pay to each L/C Commitment Lender, in the same funds as those received by Agent or Issuer, the amount of such L/C Commitment Lender's L/C Commitment Percentage of such funds, except Agent or Issuer shall retain the amount of the L/C Commitment Percentage of such funds of any L/C Commitment Lender that did not make a L/C Participation Advance in respect of such payment by Agent or Issuer. Upon (and only upon) receipt by Agent or Issuer for its account of immediately available funds from Borrowers (i) in reimbursement of any payment made by the Issuer as Issuer under the Roll-Up Letter of Credit with respect to which any Roll-Up Lender has made a Roll-Up Participation Advance to Issuer, or (ii) in payment of interest on such a payment made by Issuer or Agent under such a Roll-Up Letter of Credit, Agent or Issuer, as applicable, will pay to each Roll-Up Lender, in the same funds as those received by Agent or Issuer, the amount of such Roll-Up Lender's Roll-Up Commitment Percentage of such funds, except Agent or Issuer shall retain the amount of the Roll-Up Commitment Percentage of such funds of any Roll-Up Lender that did not make a Roll-Up Participation Advance in respect of such payment by Agent or Issuer.

(b) If Issuer or Agent is required at any time to return to any Borrower, or to a trustee, receiver, liquidator, custodian, or any official in any insolvency proceeding, any portion of the payments made by Borrowers to Issuer or Agent pursuant to Section 2.13(a) in reimbursement of a payment made under a Letter of Credit, the WTC Letter of Credit or a Roll-Up Letter of Credit or interest or fee thereon, each Lender shall, on demand of Agent, forthwith return to Issuer or Agent the amount of its Revolving Commitment Percentage, L/C Commitment Percentage, or Roll-Up Commitment Percentage (as applicable) of any amounts so returned by Issuer or Agent plus interest at the Federal Funds Effective Rate.

2.14 Documentation. Each Borrower agrees to be bound by the terms of the Letter of Credit Application and by Issuer's interpretations of any Letter of Credit, WTC Letter of Credit and any Roll-Up Letter of Credit issued on behalf of such Borrower and by Issuer's written regulations and customary practices relating to letters of credit, though Issuer's interpretations may be different from such Borrower's own. In the event of a conflict between the Letter of Credit Application and this Agreement, this Agreement shall govern. It is understood and agreed that, except in the case of gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment), Issuer shall not be liable for any error, negligence and/or mistakes, whether of omission or commission, in following the

Borrowing Agent's or any Borrower's instructions or those contained in the Letters of Credit, WTC Letter of Credit or any Roll-Up Letters of Credit or any modifications, amendments or supplements thereto.

2.15 Determination to Honor Drawing Request. In determining whether to honor any request for drawing under any Letter of Credit, WTC Letter of Credit or any Roll-Up Letter of Credit by the beneficiary thereof, Issuer shall be responsible only to determine that the documents and certificates required to be delivered under such Letter of Credit, WTC Letter of Credit or Roll-Up Letter of Credit, as the case may be, have been delivered and that they comply on their face with the requirements of such Letter of Credit, such WTC Letter of Credit or such Roll-Up Letter of Credit and that any other drawing condition appearing on the face of such Letter of Credit, WTC Letter of Credit or Roll-Up Letter of Credit, as applicable, has been satisfied in the manner so set forth.

2.16 Nature of Participation and Reimbursement Obligations. Each Lender's obligation in accordance with this Agreement to make the Revolving Advances or Participation Advances as a result of a drawing under a Letter of Credit, the L/C Commitment Advances or L/C Participation Advances as a result of a drawing under the WTC Letter of Credit, or the Roll-Up Advances or Roll-Up Participation Advances as a result of a drawing under a Roll-Up Letter of Credit, and the obligations of Borrowers to reimburse Issuer upon a draw under a Letter of Credit, WTC Letter of Credit or Roll-Up Letter of Credit, shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Section 2.16 under all circumstances, including the following circumstances:

(i) any set-off, counterclaim, recoupment, defense or other right which such Lender may have against Issuer, Agent, any Borrower or any other Person, or which Borrower may have against Agent, any Lender or any other Person, or for any reason whatsoever;

(ii) the failure of any Borrower or any other Person to comply, in connection with a Letter of Credit Borrowing, a WTC Letter of Credit Borrowing or a Roll-Up Letter of Credit Borrowing, with the conditions set forth in this Agreement for the making of a Revolving Advance, a L/C Commitment Advance or a Roll-Up Advance, it being acknowledged that such conditions are not required for the making of a Letter of Credit Borrowing, a WTC Letter of Credit Borrowing or a Roll-Up Letter of Credit Borrowing and the obligation of the Lenders to make Participation Advances, the L/C Participation Advances or Roll-Up Participation Advances under Section 2.12;

(iii) any lack of validity or enforceability of any Letter of Credit, the WTC Letter of Credit or a Roll-Up Letter of Credit;

(iv) any claim of breach of warranty that might be made by Borrower or any Lender against the beneficiary of a Letter of Credit, the WTC Letter of Credit or a Roll-Up Letter of Credit, or the existence of any claim, set-off, recoupment, counterclaim, cross-claim, defense or other right which any Borrower or any Lender may have at any time against a beneficiary, any successor beneficiary or any transferee of any Letter of Credit, the WTC Letter of Credit or a Roll-Up Letter of Credit or the proceeds thereof (or any Persons for whom any

such transferee may be acting), Issuer, Agent or any Lender or any other Person, whether in connection with this Agreement, the transactions contemplated herein or any unrelated transaction (including any underlying transaction between any Borrower or any Subsidiaries of such Borrower and the beneficiary for which any Letter of Credit, the WTC Letter of Credit or a Roll-Letter of Credit was procured);

(v) the lack of power or authority of any signer of (or any defect in or forgery of any signature or endorsement on) or the form of or lack of validity, sufficiency, accuracy, enforceability or genuineness of any draft, demand, instrument, certificate or other document presented under or in connection with any Letter of Credit, the WTC Letter of Credit or any Roll-Up Letter of Credit, or any fraud or alleged fraud in connection with any Letter of Credit, the WTC Letter of Credit or any Roll-Up Letter of Credit, or the transport of any property or provisions of services relating to a Letter of Credit, the WTC Letter of Credit or a Roll-Up Letter of Credit, in each case even if Issuer or any of Issuer's Affiliates has been notified thereof;

(vi) payment by Issuer under any Letter of Credit, the WTC Letter of Credit or any Roll-Up Letter of Credit against presentation of a demand, draft or certificate or other document which is forged or does not fully comply with the terms of such Letter of Credit, the WTC Letter of Credit or such Roll-Up Letter of Credit, as applicable (provided that the foregoing shall not excuse Issuer from any obligation under the terms of any applicable Letter of Credit, the WTC Letter of Credit or any applicable Roll-Up Letter of Credit to require the presentation of documents that on their face appear to satisfy any applicable requirements for drawing under such Letter of Credit, the WTC Letter of Credit or such Roll-Up Letter of Credit, as applicable, prior to honoring or paying any such draw);

(vii) the solvency of, or any acts or omissions by, any beneficiary of any Letter of Credit, the WTC Letter of Credit or any Roll-Up Letter of Credit, or any other Person having a role in any transaction or obligation relating to a Letter of Credit, the WTC Letter of Credit or a Roll-Up Letter of Credit, or the existence, nature, quality, quantity, condition, value or other characteristic of any property or services relating to a Letter of Credit, the WTC Letter of Credit or a Roll-Up Letter of Credit;

(viii) any failure by the Issuer or any of Issuer's Affiliates to issue any Letter of Credit, the WTC Letter of Credit or any Roll-Up Letter of Credit in the form requested by Borrowing Agent, unless the Issuer has received written notice from Borrowing Agent of such failure within three (3) Business Days after the Issuer shall have furnished Borrowing Agent a copy of such Letter of Credit, the WTC Letter of Credit or such Roll-Up Letter of Credit, as applicable, and such error is material and no drawing has been made thereon prior to receipt of such notice;

(ix) any Material Adverse Effect;

(x) any breach of this Agreement or any Other Document by any party thereto;

(xi) the occurrence or continuance of an insolvency proceeding with respect to any Borrower or any Guarantor;

(xii) the fact that a Default or Event of Default shall have occurred and be continuing;

(xiii) the fact that the Term shall have expired or this Agreement or the Obligations hereunder shall have been terminated; and

(xiv) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

2.17 Indemnity. In addition to amounts payable as provided in Section 16.5, each Borrower hereby agrees to protect, indemnify, pay and save harmless Issuer and any of Issuer's Affiliates that have issued a Letter of Credit, the WTC Letter of Credit or any Roll-Up Letter of Credit from and against any and all claims, demands, liabilities, damages, taxes, penalties, interest, judgments, losses, costs, charges and expenses (including reasonable fees, expenses and disbursements of counsel and allocated costs of internal counsel) which the Issuer or any of Issuer's Affiliates may incur or be subject to as a consequence, direct or indirect, of the issuance of any Letter of Credit, the WTC Letter of Credit or any Roll-Up Letter of Credit, other than as a result of (a) the gross negligence or willful misconduct of the Issuer as determined by a final and non- appealable judgment of a court of competent jurisdiction or (b) the wrongful dishonor by the Issuer or any of Issuer's Affiliates of a proper demand for payment made under any Letter of Credit, the WTC Letter of Credit or any Roll-Up Letter of Credit, except if such dishonor resulted from any act or omission, whether rightful or wrongful, of any present or future de jure or de facto Governmental Body (all such acts or omissions herein called "Governmental Acts").

2.18 Liability for Acts and Omissions. As between Borrowers and Issuer, Agent and Lenders, each Borrower assumes all risks of the acts and omissions of, or misuse of the Letters of Credit, the WTC Letter of Credit and the Roll-Up Letters of Credit by, the respective beneficiaries of such Letters of Credit, the WTC Letter of Credit and the Roll-Up Letters of Credit. In furtherance and not in limitation of the respective foregoing, Issuer shall not be responsible for: (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for an issuance of any such Letter of Credit, the WTC Letter of Credit or any such Roll-Up Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged (even if Issuer shall have been notified thereof); (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any such Letter of Credit, the WTC Letter of Credit or any such Roll-Up Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) the failure of the beneficiary of any such Letter of Credit, the WTC Letter of Credit or any such Roll-Up Letter of Credit, or any other party to which such letter of credit may be transferred, to comply fully with any conditions required in order to draw upon such letter of credit or any other claim of any Borrower against any beneficiary of such letter of credit, or any such transferee, or any dispute between or among any Borrower and any beneficiary of any Letter of Credit, the WTC Letter of Credit or any Roll-Up Letter of Credit or any such transferee; (iv) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, facsimile, telex or otherwise, whether or not they be in cipher; (v) errors in interpretation of technical terms; (vi) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any such Letter of Credit, the WTC Letter

of Credit or any such Roll-Up Letter of Credit or of the proceeds thereof; (vii) the misapplication by the beneficiary of any such Letter of Credit, the WTC Letter of Credit or any such Roll-Up Letter of Credit of the proceeds of any drawing under such letter of credit; or (viii) any consequences arising from causes beyond the control of Issuer, including any governmental acts, and none of the above shall affect or impair, or prevent the vesting of, any of Issuer's rights or powers hereunder. Nothing in the preceding sentence shall relieve Issuer from liability for Issuer's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non- appealable judgment) in connection with actions or omissions described in such clauses (i) through (viii) of such sentence. In no event shall Issuer or Issuer's Affiliates be liable to any Borrower for any indirect, consequential, incidental, punitive, exemplary or special damages or expenses (including without limitation attorneys' fees), or for any damages resulting from any change in the value of any property, relating to a Letter of Credit, the WTC Letter of Credit or a Roll-Up Letter of Credit.

Without limiting the generality of the foregoing, Issuer and each of its Affiliates: (i) may rely on any oral or other communication believed in good faith by Issuer or such Affiliate to have been authorized or given by or on behalf of the applicant for a Letter of Credit, the WTC Letter of Credit or a Roll-Up Letter of Credit; (ii) may honor any presentation if the documents presented appear on their face substantially to comply with the terms and conditions of the relevant Letter of Credit, the WTC Letter of Credit or the relevant Roll-Up Letter of Credit, as applicable; (iii) may honor a previously dishonored presentation under a Letter of Credit, the WTC Letter of Credit or a Roll-Up Letter of Credit, whether such dishonor was pursuant to a court order, to settle or compromise any claim of wrongful dishonor, or otherwise, and shall be entitled to reimbursement to the same extent as if such presentation had initially been honored, together with any interest paid by Issuer or its Affiliates; (iv) may honor any drawing that is payable upon presentation of a statement advising negotiation or payment, upon receipt of such statement (even if such statement indicates that a draft or other document is being delivered separately), and shall not be liable for any failure of any such draft or other document to arrive, or to conform in any way with the relevant Letter of Credit, the WTC Letter of Credit or the relevant Roll-Up Letter of Credit, as applicable; (v) may pay any paying or negotiating bank claiming that it rightfully honored under the laws or practices of the place where such bank is located; and (vi) may settle or adjust any claim or demand made on Issuer or its Affiliate in any way related to any order issued at the applicant's request to an air carrier, a letter of guarantee or of indemnity issued to a carrier or any similar document (each an "Order") and honor any drawing in connection with any Letter of Credit, the WTC Letter of Credit or any Roll-Up Letter of Credit that is the subject of such Order, notwithstanding that any drafts or other documents presented in connection with such letter of credit fail to conform in any way with such letter of credit.

In furtherance and extension and not in limitation of the specific provisions set forth above, any action taken or omitted by Issuer under or in connection with the Letters of Credit-, the WTC Letter of Credit or the Roll-Up Letters of Credit issued by it or any documents and certificates delivered thereunder, if taken or omitted in good faith and without willful misconduct or gross negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment), shall not put Issuer under any resulting liability to any Borrower or any Lender.

2.19 Additional Payments. Any sums expended by Agent or any Lender due to any Borrower's failure to perform or comply with its obligations under this Agreement or any Other Document including any Borrower's obligations under Sections 4.2, 4.4, 4.12, 4.13, 4.14 and 4.15(e) hereof, may be charged to Borrowers' Account as a Revolving Advance and added to the Obligations, and Borrowers shall be deemed to have authorized such charge and Lenders shall be obliged to fund their respective Commitment Percentages of the same regardless of whether any of the conditions under Sections 8.2 or 2.2 shall not be satisfied at the time such sum is expended or whether the Revolving Credit Commitments of the Lenders hereunder shall have otherwise been terminated at such time.

2.20 Manner of Borrowing and Payment.

(a) Each borrowing of Revolving Advances or L/C Commitment Advances shall be advanced according to the applicable Ratable Shares of Lenders (subject to the express provisions of Section 2.23). Each borrowing of Roll-Up Advances shall be advanced according to the applicable Ratable Shares of Lenders (subject to the express provisions of Section 2.23).

(b) Each payment (including each prepayment) by any Borrower on account of the principal of and interest on the Initial Commitment Advances, shall be applied to the Initial Commitment Advances according to the applicable Ratable Shares of Lenders with respect to the Initial Commitment Advances (subject to the express provisions of Section 2.23). Each payment (including each prepayment) by any Borrower on account of the principal of and interest on the Revolving Advances, shall be applied to the Revolving Advances according to the applicable Ratable Shares of Revolving Lenders with respect to the Revolving Commitments (subject to the express provisions of Section 2.23). Each payment (including each prepayment) by any Borrower on account of the principal of and interest on the WTC L/C Commitment Advances, shall be applied to the WTC L/C Commitment Advances according to the applicable Ratable Shares of Lenders with respect to the L/C Commitments (subject to the express provisions of Section 2.23). Each payment (including each prepayment) by any Borrower on account of the principal of and interest on the Roll-Up Advances, shall be applied to the Roll-Up Advances according to the applicable Ratable Shares of Lenders with respect to the Roll-Up Commitments (subject to the express provisions of Section 2.23). Each payment (including each prepayment) by any Borrower on account of the principal of and interest on the Second Out Tranche Advances, shall be applied to the Second Out Tranche Advances according to the applicable Ratable Shares of Lenders with respect to the Second Out Tranche Advances (subject to the express provisions of Section 2.23). Except as expressly provided herein, all payments (including prepayments) to be made by any Borrower on account of principal, interest and fees shall be made without set off or counterclaim and shall be made to Agent on behalf of the Lenders to the Payment Office, in each case on or prior to 1:00 P.M. in Dollars and in immediately available funds.

(c) Funding of Revolving Advances.

(i) Promptly after receipt by Agent of a request for a Revolving Advance pursuant to Section 2.2(b), Agent shall notify Revolving Lenders of its receipt of such request specifying the information provided by Borrowing Agent and the apportionment among Revolving Lenders of the requested Revolving Advance as determined by Agent. Each

Revolving Lender shall remit the principal amount of each Revolving Advance to Agent such that Agent is able to, and Agent shall, to the extent Revolving Lenders have made funds available to it for such purpose and subject to Section 8.2, fund such Revolving Advance to Borrower in U.S. Dollars and immediately available funds in accordance with Section 2.3 prior to 1:00 p.m., on the applicable borrowing date; provided that if any Revolving Lender fails to remit such funds to Agent in a timely manner, Agent may elect in its sole discretion (but shall not be obligated) to fund with its own funds the Revolving Advance of such Revolving Lender, as applicable, on such borrowing date, and such Lender shall be subject to the repayment obligation in Section 2.20(c)(ii).

(ii) Unless Agent shall have received notice from a Revolving Lender prior to the proposed date of any Revolving Advance that such Revolving Lender will not make available to Agent such Lender's Revolving Commitment Percentage of such Revolving Advance Agent may assume that such Revolving Lender has made such share available on such date in accordance with Section 2.20(c)(i) and may, in reliance upon such assumption, make available to Borrower a corresponding amount; provided that nothing shall obligate the Agent to make such assumption and may in all cases confirm that such amounts have been made available prior to making available such amounts to Borrower. In such event, if a Revolving Lender has not in fact made its share of the applicable Revolving Advance available to Agent then the applicable Revolving Lender and Borrowers severally agree to pay to Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to Borrowers to but excluding the date of payment to Agent, at (i) in the case of a payment to be made by such Lender, the greater of the Federal Funds Effective Rate and a rate determined by Agent in accordance with banking industry rules on interbank compensation, and (ii) in the case of a payment to be made by Borrower, the interest rate applicable to Revolving Advances consisting of Domestic Rate Loans. If such Revolving Lender pays its share of the applicable Revolving Advance to Agent, then the amount so paid shall constitute such Revolving Lender's Revolving Advance Any payment by Borrowers shall be without prejudice to any claim the Borrowers may have against a Revolving Lender that shall have failed to make such payment to Agent.

(d) If any Lender or Participant (a "Benefited Lender") shall at any time receive any payment of all or part of its Advances, or interest thereon, or receive any Collateral in respect thereof (whether voluntarily or involuntarily or by set-off) in a greater proportion than any such payment to and Collateral received by any other Lender, if any, in respect of such other Lender's Advances, or interest thereon, and such greater proportionate payment or receipt of Collateral is not expressly permitted hereunder, such Benefited Lender shall purchase for cash from the other Lenders a participation in such portion of each such other Lender's Advances, or shall provide such other Lender with the benefits of any such Collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such Collateral or proceeds ratably with each of the other Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under Applicable Law, that each Lender so purchasing a portion of another Lender's Advances may exercise all rights of payment (including rights of set-off and counterclaim) with respect to such portion as fully as if such Lender were

the direct holder of such portion, and the obligations owing to each such purchasing Lender in respect of such participation and such purchased portion of any other Lender's Advances shall be part of the Obligations secured by the Collateral.

2.21 Voluntary Prepayments, Voluntary Commitment Reductions, Mandatory Prepayments.

(a) Borrowers shall have the right at its option from time to time to prepay the Advances in whole or part without premium or penalty (except if and to the extent applicable under Section 2.2(f) and the Repayment Premium in the case of Second Out Tranche Advances). Whenever Borrowers desire to prepay any part of the Advances, it shall provide a written prepayment notice to the Agent by 1:00 p.m. (or 10:00 a.m. in the case of Eurodollar Rate Loans) at least one (1) Business Day prior to the date of prepayment of the Advances, setting forth the following information: (i) the date, which shall be a Business Day, on which the proposed prepayment is to be made; (ii) a statement indicating the application of the prepayment between the Initial Commitment Advances, Revolving Advances, L/C Commitment Advances and Roll-Up Advances (provided that each such prepayment shall be applied in accordance with Section 2.21(g)); and (iii) a statement indicating the application of the prepayment between Advances which are Domestic Rate Loans and Advances which are Eurodollar Rate Loans. All prepayment notices shall be irrevocable. The principal amount of the Advances for which a prepayment notice is given, together with interest on such principal amount except with respect to Advances which are Domestic Rate Loans, shall be due and payable on the date specified in such prepayment notice as the date on which the proposed prepayment is to be made. If Borrowers prepay Advances that are Eurodollar Rate Loans, the prepayment shall be applied to the Interest Periods in direct order of maturity. Any payment of principal amount of Second Out Tranche Advances prepaid under this Section 2.21(a) shall be subject to and accompanied by the Repayment Premium.

(b) Upon receipt of any Specified Litigation Proceeds, Borrowers shall apply an amount equal to one hundred percent (100%) thereof in accordance with Section 2.21(g), with any repayments of Advances as a result thereof to be made without premium or penalty (except if and to the extent applicable under Section 2.2(f) and except with respect to the Repayment Premium in the case of Second Out Tranche Advances) and promptly but in no event more than one (1) Business Day following receipt of such Specified Litigation Proceeds, and until the date of payment, such Specified Litigation Proceeds shall be held in trust for Agent.

(c) If, for any fiscal year of the Borrowers commencing with the fiscal year ending December 31, 2015, there shall be Excess Cash Flow, the Borrowers shall, on the relevant Excess Cash Flow Application Date, apply, in accordance with Section 2.21(g), an amount equal to (x) the applicable ECF Percentage multiplied by (y) the remainder of (i) such Excess Cash Flow, less (ii) with respect to Excess Cash Flow for the fiscal year of the Borrowers ending December 31, 2015, the amount of Permitted 2015 Intercompany CapEx Advances, so long as the Borrowers have given notice in accordance with Section 9.13 that they elect to use such amounts to fund such Permitted 2015 Intercompany CapEx Advances, less (iii) with respect to Excess Cash Flow for the fiscal year of the Borrower ending December 31, 2016, the amount of Permitted 2016 Intercompany Exit Cost Advances.

(d) Upon receipt of any Extraordinary Receipts, Borrowers shall apply an amount equal to one hundred percent (100%) thereof in accordance with Section 2.21(g), with any repayments of Advances as a result thereof to be made without premium or penalty (except if and to the extent applicable under Section 2.2(f) and except with respect to the Repayment Premium in the case of Second Out Tranche Advances) and promptly but in no event more than one (1) Business Day following receipt of such Extraordinary Receipts, and until the date of payment, such Extraordinary Receipts shall be held in trust for Agent.

(e) When any Borrower sells or otherwise disposes of any Collateral under Sections 4.3(d), (e) or (f), including receipt of the proceeds of any condemnation or governmental taking with respect to any of the Collateral or any proceeds of any property or casualty insurance upon any loss or destruction of any of the Collateral, Borrowers shall, subject to the proviso below, apply an amount equal to one hundred percent (100%) of the net cash proceeds of such sale, disposition or casualty event (i.e., gross proceeds less the reasonable costs of such sales or other dispositions) which are in excess of $500,000 in the aggregate in any fiscal year in accordance with Section 2.21(g), with any repayments of Advances as a result thereof to be made without premium or penalty (except if and to the extent applicable under Section 2.2(f) and except with respect to the Repayment Premium in the case of Second Out Tranche Advances); provided, that no such prepayment shall be required to the extent such proceeds are reinvested within the business of the Borrowers and their Subsidiaries within 360 days following receipt of such proceeds; provided, however, that no such reinvestment shall be permitted to the extent such proceeds are in excess of $5,000,000 in the aggregate in any fiscal year. Following such 360 day period for amounts that are permitted to be reinvested (and have not been applied in accordance with Section 2.21(g)) in accordance with the preceding sentence, Borrowers shall apply the remaining portion of such proceeds, if any, to the repayment of advances promptly but in no event more than one (1) Business Day following the end of such 360 day period. The foregoing shall not be deemed to be implied consent to any such sale otherwise prohibited by the terms and conditions hereof.

(f) If any Capital Stock or Indebtedness shall be issued or incurred by any Borrower or any Subsidiary of a Borrower (excluding Excluded Issuances and any Indebtedness incurred in accordance with Section 7.8 and excluding, for the avoidance of doubt, Capital Stock issued to the Pre-Petition Term Lenders pursuant to the Plan), Borrowers shall repay the Advances in an amount equal to one hundred percent (100%) of the net cash proceeds of such issuance or incurrence (i.e., gross proceeds less the reasonable costs of such issuance or incurrence) in accordance with Section 2.21(g), with any repayments of Advances as a result thereof to be made without premium or penalty (except if and to the extent applicable under Section 2.2(f) and except with respect to the Repayment Premium in the case of Second Out Tranche Advances) and promptly but in no event more than one (1) Business Day following receipt of such net cash proceeds, and until the date of payment, such proceeds shall be held in trust for Agent. The foregoing shall not be deemed to be implied consent to any such issuance or incurrence otherwise prohibited by the terms and conditions hereof.

(g) So long as no direction by Required Lenders has been made during the continuation of an Event of Default (in which case the order of application of such amounts shall be in accordance with Section 11.5), any amounts required to be applied to the Obligations pursuant to Sections 2.21(a) (other than voluntary prepayments of Revolving Advances which

may be applied solely to reduce Revolving Advances at the election of the Borrowers), 2.21(b), 2.21(c), 2.21(d), 2.21(e) and/or 2.21(f) shall be applied first, to repay the then outstanding Initial Commitment Advances, Revolving Advances, L/C Commitment Advances, Roll-Up Advances and other funded and unpaid amounts owed with respect to Letters of Credit, the WTC Letter of Credit and all other Roll-Up Letters of Credit, ratably according to the then outstanding amounts thereof, second, to cash collateralize 105% of all Obligations relating to any outstanding Letters of Credit and the WTC Letter of Credit in accordance with the provisions of Section 3.2(b), ratably according to the then outstanding face amount of all such outstanding Letters of Credit and the WTC Letter of Credit not already then cash collateralized in accordance with the provisions of Section 3.2(b), third, to repay the then outstanding Second Out Tranche Advances, and fourth, to cash collateralize 105% of all Obligations relating to any outstanding Roll-Up Letters of Credit (other than the WTC Letter of Credit) in accordance with the provisions of Section 3.2(b), ratably according to the then outstanding amounts of such Roll-Up Letters of Credit at 105% of the then outstanding face amount of all such outstanding Roll-Up Letters of Credit not already then cash collateralized in accordance with the provisions of Section 3.2(b). Any such prepayment applied to the Advances in accordance with this Section 2.21(g) shall be applied first to Domestic Rate Loans, then to Eurodollar Rate Loans (subject to the provisions of Section 2.2(f)), and to the extent so applied to any Eurodollar Rate Loans, the prepayment shall be applied to the Interest Periods in direct order of maturity. Any payment of principal amount of Second Out Tranche Advances required to be prepaid under this Section 2.21(g) (excluding amounts consisting of Excess Cash Flow required to be so applied pursuant to Section 2.21(c), to the extent such payment of Excess Cash Flow is made prior to the earliest of acceleration of the maturity of the Obligations, the commencement of an Insolvency Event and the commencement of remedies by the Agent or Lenders following the occurrence of an Event of Default) shall be subject to and accompanied by the Repayment Premium.

2.22 Use of Proceeds.

(a) Borrowers shall apply the proceeds of Advances (i) to refinance the outstanding obligations under the Existing DIP Agreement and to pay costs and expenses in connection with the Existing DIP Agreement and the Chapter 11 Cases, (ii) to provide ongoing working capital financing for Borrowers (including to reimburse drawings under Letters of Credit) and provide financing for general corporate purposes, including but not limited to investments in other Subsidiaries of the Borrowers to the extent not prohibited under this Agreement, (iii) in the case of Revolving Advances, solely to fund operations and working capital and general corporate purposes of the DirectSat Business and, to the extent permitted by Section 2.9, the Other Business, (iv) in the case of L/C Commitment Advances, solely to reimburse the Issuer for any amount drawn under such WTC Letter of Credit, if and when such letter of credit is drawn, and (v) in the case of Roll-Up Advances, solely to reimburse the Issuer of Roll-Up Letters of Credit for any amount drawn under such Roll-Up Letters of Credit pursuant to Section 2.12(c), if and when any such letter of credit is drawn.

(b) Without limiting the generality of Section 2.22(a) above, neither the Borrowers, any Guarantors nor any other Person which may in the future become party to this Agreement or the Other Documents as a Borrower or Guarantor, intends to use nor shall they use any portion of the proceeds of the Advances, directly or indirectly, for any purpose in violation of the Trading with the Enemy Act.

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

(a) except as otherwise expressly provided for in this Section 2.23, Advances under the relevant Commitments shall be incurred pro rata from the Non-Defaulting Lenders based on their respective Revolving Commitment Percentages, L/C Commitment Percentages or Roll-Up Commitment Percentages, as applicable, and no Revolving Commitment Percentage, L/C Commitment Percentage or Roll-Up Commitment Percentage of any Lender or any pro rata share of any Advances required to be advanced by any Lender shall be increased as a result of any Lender becoming a Defaulting Lender. Amounts received in respect of principal of any Revolving Advances and L/C Commitment Advances shall be applied to reduce the Revolving Advances and L/C Commitment Advances, respectively, of each Lender (other than any Defaulting Lender with respect to Revolving Advances and L/C Commitment Advances) in accordance with their respective Revolving Commitment Percentages and L/C Commitment Percentages; provided, that, Agent shall not be obligated to transfer to a Defaulting Lender with respect to Revolving Commitment Advances or L/C Commitment Advances any payments received by Agent for such Defaulting Lender's benefit, nor shall such a Defaulting Lender be entitled to the sharing of any payments hereunder (including any principal, interest or fees) in respect of Revolving Commitments or Revolving Advances and L/C Commitments or L/C Commitment Advances. Amounts received in respect of principal of any Roll-Up Advances shall be applied to reduce the Roll-Up Advances of each Roll-Up Lender (other than any Defaulting Lender with respect to Roll-Up Advances) in accordance with their Roll-Up Commitment Percentages; provided, that, Agent shall not be obligated to transfer to a Defaulting Lender with respect to Roll-Up Advances any payments received by Agent in respect of the Roll-Up Commitments for the Defaulting Lender's benefit, nor shall such a Defaulting Lender be entitled to the sharing of any payments hereunder (including any principal, interest or fees) with respect to Roll-Up Advances or Roll-Up Commitments. Amounts payable to a Defaulting Lender shall instead be paid to or retained by Agent. Agent may hold and, in its discretion, re-lend to a Borrower the amount of such payments received or retained by it for the account of such Defaulting Lender;

(b) Commitment Fees accruing in respect of the Commitments with respect to which such Defaulting Lender is a Defaulting Lender shall cease to accrue in favor of such Defaulting Lender pursuant to Section 3.3;

(c) Revolving Commitment Percentage and L/C Commitment Percentage and outstanding Revolving Commitment Advances and L/C Commitment Advances of such Defaulting Lender (if such Lender is a Defaulting Lender with respect to Revolving Commitment Advances or L/C Commitment Advances) and the Roll-Up Commitment Percentage and outstanding Roll-Up Advances of such Defaulting Lender (if such Lender is a Defaulting Lender with respect to Roll-Up Advances) shall not be included in determining whether the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 16.2); provided, that this clause (c) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification requiring the consent of such particular Lender and/or each Lender directly affected thereby;

(d) if any Letters of Credit, the WTC Letter of Credit or any Roll-Up Letters of Credit (or drawings under any Letter of Credit, the WTC Letter of Credit or any Roll-Up Letters of Credit for which the Issuer has not been reimbursed) are outstanding or any exist at the time such Lender becomes a Defaulting Lender, then:

(i) all or any part of the obligations of such Defaulting Lenders under its Participation Commitments and L/C Participation Commitments in respect of Letters of Credit and the WTC Letter of Credit (such Defaulting Lender's "Letter of Credit Obligations") shall be reallocated among the Lenders that are Non-Defaulting Lenders with respect to the Initial Commitments, the Revolving Commitments and the L/C Commitments in accordance with their respective Ratable Shares but only to the extent that (x) the aggregate sum of outstanding Revolving Advances plus the aggregate Maximum Undrawn Amount of all outstanding Letters of Credit shall not exceed the aggregate of the Revolving Commitment Amount of all such Non-Defaulting Lenders, (y) the aggregate sum of outstanding L/C Commitment Advances plus the maximum undrawn face amount of the WTC Letter of Credit shall not exceed the aggregate of the L/C Commitment Amount of all such Non-Defaulting Lenders, and (z) no Potential Default or Event of Default has occurred and is continuing at such time; and all or any part of the obligations of such Defaulting Lenders under its Roll-Up Participation Commitments (such Defaulting Lender's "Roll-Up Letter of Credit Obligations") shall be reallocated among the Non-Defaulting Lenders with respect to the Roll-Up Commitments in accordance with their respective Roll-Up Ratable Shares but only to the extent that (x) the aggregate sum of outstanding Roll-Up Advances plus the aggregate Maximum Undrawn Amount of all outstanding Roll-Up Letters of Credit shall not exceed the aggregate of the Roll-Up Commitment Amount of all such Non-Defaulting Lenders, and (y) no Potential Default or Event of Default has occurred and is continuing at such time

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Agent cash collateralize for the benefit of the Issuer Borrowers' obligations corresponding to such Defaulting Lender's Participation Commitments or Roll-Up Participation Commitments with respect to outstanding Letters of Credit, the outstanding WTC Letter of Credit and outstanding Roll-Up Letters of Credit (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with Section 3.2(b) for so long as any Letters of Credit, the WTC Letter of Credit and any Roll-Up Letters of Credit, as applicable, are outstanding;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's Letter of Credit Obligations or Roll-Up Letter of Credit Obligations, as applicable (in each case after giving effect to any partial reallocation pursuant to clause (i) above), pursuant to clause (ii) above, the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.2 with respect to such Defaulting Lender's Letter of Credit Obligations or Roll-Up Letter of Credit Obligations, as applicable, during the period such Defaulting Lender's Participation Commitments or Roll-Up Participation Commitments, as applicable, are cash collateralized;

(iv) if any portion of the Non-Defaulting Lenders' Letter of Credit Obligations are reallocated pursuant to clause (i) above, then the fees payable to the Revolving Lenders or the L/C Commitment Lenders, as applicable, pursuant to Section 3.2 shall be adjusted

in accordance with such Non-Defaulting Lenders' Ratable Share, and if any portion of the Non-Defaulting Lender's Roll-Up Letter of Credit Obligations are reallocated pursuant to clause (i) above, then the fees payable to the Roll-Up Lenders pursuant to Section 3.2 shall be adjusted in accordance with such Non-Defaulting Lenders' Roll-Up Ratable Share; and

(v) if all or any portion of such Defaulting Lender's Letter of Credit Obligations are neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of Issuer or any other Lender hereunder, all Letter of Credit Fees payable under Section 3.2 with respect to such Defaulting Lender's Letter of Credit Obligations shall be payable to Issuer (and not to such Defaulting Lender) until and to the extent that such Letter of Credit Obligations are reallocated and/or cash collateralized, and if all or any portion of such Defaulting Lender's Roll-Up Letter of Credit Obligations are neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of Issuer or any other Lender hereunder, all Roll-Up Letter of Credit Fees payable under Section 3.2 with respect to such Defaulting Lender's Roll-Up Letter of Credit Obligations shall be payable to Issuer (and not to such Defaulting Lender) until and to the extent that such Roll-Up Letter of Credit Obligations are reallocated and/or cash collateralized; and

(e) so long as such Lender is a Defaulting Lender with respect to Revolving Advances or L/C Commitment Advances, Issuer shall not be required to issue, amend or increase any Letter of Credit, unless Issuer is satisfied that the related exposure and the Defaulting Lender's then outstanding Letter of Credit Obligations will be 100% covered by the Revolving Credit Commitments and L/C Commitments of the Non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.23(d)(iii), and participating interests in any newly issued or increased Letter of Credit shall be allocated among Non-Defaulting Lenders in a manner consistent with Section 2.23(d)(i) (and such Defaulting Lender shall not participate therein); and so long as such Lender is a Defaulting Lender with respect to Roll-Up Advances, Issuer shall not be required to amend or increase any Roll-Up Letter of Credit, unless Issuer is satisfied that the related exposure and the Defaulting Lender's then outstanding Roll-Up Letter of Credit Obligations will be 100% covered by the Roll-up Commitments of the Non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.23(d)(iii), and participating interests in any newly issued or increased Roll-Up Letter of Credit shall be allocated among Non-Defaulting Lenders in a manner consistent with Section 2.23(d)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event with respect to a parent company of any Revolving Lender shall occur following the date hereof and for so long as such event shall continue, or (ii) a Bankruptcy Event with respect to a parent company of any Roll-Up Lender shall occur following the date hereof and for so long as such event shall continue, Issuer shall not be required to issue, amend or increase any Letter of Credit, the WTC Letter of Credit or any Roll-Up Letter of Credit, as the case may be, unless Issuer shall have entered into arrangements with the Borrower or such Lender, satisfactory to Issuer to defease any risk to it in respect of such Lender hereunder.

In the event that Borrowers and Issuer agree in writing that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then Issuer will so notify the parties hereto, and the Ratable Share of the Letter of Credit Obligations and Roll-Up

Letter of Credit Obligations of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment Percentages, Roll-Up Commitment Percentages, Revolving Commitment, L/C Commitment and Roll-Up Commitment, as applicable, and on such date such Lender shall purchase at par such of the Revolving Advances and Roll-Up Advances, as applicable, of the other Lenders as Agent shall determine may be necessary in order for such Lender to hold such Revolving Advances and L/C Commitment Advances in accordance with its Ratable Share and to hold such Roll-Up Advances in accordance with its Roll-Up Ratable Share. Issuer shall thereupon release to the Borrower any cash collateral provided pursuant to Section 2.23(d)(iii) with respect to such Lender, unless a Default or Event of Default has occurred and is continuing at such time.

Other than as expressly set forth in this Section 2.23, the rights and obligations of a Defaulting Lender (including the obligation to indemnify Agent) and the other parties hereto shall remain unchanged. Nothing in this Section 2.23 shall be deemed to release any Defaulting Lender from its obligations under this Agreement and the Other Documents, shall alter such obligations, shall operate as a waiver of any default by such Defaulting Lender hereunder, or shall prejudice any rights which any Borrower, Agent or any Lender may have against any Defaulting Lender as a result of any default by such Defaulting Lender hereunder.

III. INTEREST, PREMIUM AND FEES.

3.1 Interest. Interest on Advances shall be payable in arrears on the first day of each month with respect to Domestic Rate Loans and, with respect to Eurodollar Rate Loans, at the end of each Interest Period. Interest charges shall be computed on the actual principal amount of Advances outstanding during the month at a rate per annum equal to the applicable Interest Rate (as applicable, the "Contract Rate"). Except as expressly provided otherwise in this Agreement, any Obligations other than the Advances that are not paid when due shall accrue interest at the Interest Rate for Domestic Rate Loans, subject to the provision of the final sentence of this Section 3.1 regarding the Default Rate. Whenever, subsequent to the date of this Agreement, the Alternate Base Rate is increased or decreased, any applicable Contract Rate shall be similarly changed without notice or demand of any kind by an amount equal to the amount of such change in the Alternate Base Rate during the time such change or changes remain in effect. The Eurodollar Rate shall be adjusted with respect to Eurodollar Rate Loans without notice or demand of any kind on the effective date of any change in the Reserve Percentage as of such effective date. Notwithstanding the foregoing to the contrary, a portion of such accrued interest amount with respect to First Out Tranche Advances on the date such interest is otherwise due and payable equal to the portion of such interest that is attributable to a per annum interest rate of one percent (1.0%) shall be capitalized on the due date therefor, and interest shall accrue on all amounts so capitalized at the applicable rate(s) set forth in this paragraph, and each such capitalized amount accruing to the Advances of a Lender shall be deemed an additional Initial Commitment Advance, additional Revolving Advance, additional L/C Commitment Advance, additional Roll-Up Advance, additional L/C Participation Advance, or additional Roll-Up Participation Advance, as the case may be, of such Lender. Upon and after the occurrence of an Event of Default, and during the continuation thereof, the Agent, acting solely at the direction of Required Lenders, may elect an increase in the interest rate to the Default Rate referenced below, and with written notice from Agent to Borrowers of the exercise of such direction (or, in the case of any Event of Default under Section 10.1, immediately and automatically upon the occurrence

of any such Event of Default without the requirement of any affirmative action by any party), the Obligations shall bear interest at the applicable Contract Rate plus two (2.00%) percent per annum (as applicable, the "Default Rate").

3.2 Letter of Credit Fees.

(a) Borrowers shall pay (x) to Agent, for the ratable benefit of Revolving Lenders, fees for each Letter of Credit for the period from and excluding the date of issuance of same to and including the date of expiration or termination, equal to the average daily face amount of each outstanding Letter of Credit multiplied by the Applicable Margin for Revolving Letter of Credit Fees per annum (the fees described in this clause (y), the "Revolving Letter of Credit Fees"), (y) to Agent, for the ratable benefit of Roll-Up Lenders (or in the case of such fees payable on account of the WTC Letter of Credit, for the ratable benefit of the Lenders holding L/C Commitments), fees for each Roll-Up Letter of Credit for the period from and excluding the date of issuance of same to and including the date of expiration or termination, equal to the average daily face amount of each outstanding Roll-Up Letter of Credit multiplied by the Applicable Margin for Roll-Up Letter of Credit Fees per annum (the fees described in this clause (y), the "Roll-Up Letter of Credit Fees"), and (z) to the applicable Issuer for its own account, a fronting fee equal to the average daily face amount of each outstanding Letter of Credit and Roll-Up Letter of Credit, multiplied by one quarter of one percent (0.25%) per annum (all of the foregoing fees, the "Letter of Credit Fees"), such fees to be calculated on the basis of a 360- day year for the actual number of days elapsed and to be payable quarterly in arrears on the first day of each quarter and on the last day of the Term; provided, however, that so long as (and with respect to any time during which) JPMorgan Chase Bank or any affiliate thereof ("JPM") is the issuing bank obligated to honor drawings under a Roll-Up Letter of Credit (including the WTC Letter of Credit), the Roll-Up Letter of Credit Fees payable to the Roll-Up Lenders or the L/C Commitment Lenders, as applicable, on account of such Roll-Up Letter of Credit shall be reduced by a portion thereof representing 2.25% per annum of the undrawn amount of such Roll-Up Letter of Credit (and such reduction shall be applied ratably to the Roll-Up Letter of Credit Fees that would otherwise be payable each Roll-Up Lender or L/C Commitment Lender, as applicable), and such portion of such fees shall instead be payable by Borrowers to Issuer (for the benefit of JPM); it being agreed that in each case the portion of such Roll-Up Letter of Credit Fees payable in accordance with this proviso to AIC for the benefit of JPM may be due and payable at times agreed upon between JPM and AIC, and that Borrowers shall pay such amounts to Issuer when so due. In addition, Borrowers shall pay to Issuer for its own account any and all administrative, issuance, amendment, payment and negotiation charges with respect to Letters of Credit and Roll-Up Letters of Credit and all fees and expenses as agreed upon by the Issuer and the Borrowing Agent in connection with any Letter of Credit or Roll-Up Letter of Credit, including in connection with the opening, amendment or renewal of any such Letter of Credit or Roll-Up Letter of Credit and any acceptances created thereunder, all such charges, fees and expenses, if any, to be payable on demand. All such charges shall be deemed earned in full on the date when the same are due and payable hereunder and shall not be subject to rebate or pro-ration upon the termination of this Agreement for any reason. Any such charge in effect at the time of a particular transaction shall be the charge for that transaction, notwithstanding any subsequent change in the Issuer's prevailing charges for that type of transaction. All Letter of Credit Fees payable hereunder shall be deemed earned in full on the date when the same are due and payable hereunder and shall not be subject to rebate or pro-ration upon the termination of

this Agreement for any reason. Upon and after the occurrence of an Event of Default, and during the continuation thereof, the Agent, acting solely at the direction of Required Lenders, may elect an increase in the Letter of Credit Fees, and with written notice from Agent to Borrowers of the exercise of such direction (or, in the case of any Event of Default under Section 10.1, immediately and automatically upon the occurrence of any such Event of Default without the requirement of any notice or any other affirmative action by any party), the Letter of Credit Fees described in clause (x) and clause (y) of this Section 3.2(a) shall be increased by an additional two percent (2.00%) per annum.

(b) At any time following the occurrence of an Event of Default that has not been cured or waived, the Required Lenders or Agent, acting solely at the direction of the Required Lenders, may elect that Letters of Credit and Roll-Up Letters of Credit be cash collateralized, and with written notice from Required Lenders or Agent to Borrowers of the exercise of such direction (or, in the case of any Event of Default under Section 10.1, immediately and automatically upon the occurrence of such Event of Default, without the requirement of any affirmative action by any party), and/or upon the expiration of the Term or any other termination of this Agreement (and also, if applicable, in connection with any mandatory prepayment under Section 2.21), Borrowers will cause cash to be deposited and maintained in an account with Agent, as cash collateral, in an amount equal to one hundred and five percent (105%) of the Maximum Undrawn Amount of all outstanding Letters of Credit and Roll-Up Letters of Credit (including the WTC Letter of Credit), and each Borrower hereby irrevocably authorizes Agent, in its discretion, on such Borrower's behalf and in such Borrower's name, to open such an account and to make and maintain deposits therein, or in an account opened by such Borrower, in the amounts required to be made by such Borrower, out of the proceeds of Receivables or other Collateral or out of any other funds of such Borrower coming into any Lender's possession at any time. Agent may, upon direction of Required Lenders, invest such cash collateral (less applicable reserves) in such short-term money-market items as to which Required Lenders and such Borrower mutually agree (or, in the absence of such agreement, as Required Lenders may reasonably select) and the net return on such investments shall be credited to such account and constitute additional cash collateral. In the absence of any such direction, the account provided for under this Section 3.2(b) shall be established by Agent as a non-interest bearing account and in such case Agent shall have no obligation (and Borrowers hereby waive any claim) under Article 9 of the Uniform Commercial Code to pay interest on such cash collateral being held by Agent. No Borrower may withdraw amounts credited to any such account except upon the occurrence of all of the following: (x) payment and performance in full of all Obligations; (y) expiration of all Letters of Credit and Roll-Up Letters of Credit (including the WTC Letter of Credit); and (z) termination of this Agreement; provided that upon the expiration or termination of any particular Letter of Credit or Roll-Up Letter of Credit (including the WTC Letter of Credit), solely if all such Letters of Credit and Roll-Up Letters of Credit (including the WTC Letter of Credit) are then fully cash collateralized in accordance with the foregoing requirements, the Borrowers may withdraw and Agent shall release to Borrowers an amount equal to one hundred and five percent (105%) of the Maximum Undrawn Amount of such Letter of Credit or Roll-Up Letter of Credit, as applicable, at the time of such expiration or termination. Borrowers hereby grant to Agent a Lien and security interest in any such cash collateral and any right, title and interest of Borrowers in any deposit account or investment account into which such cash collateral may be deposited from time to time. Borrowers agree that upon the coming due of any Reimbursement Obligations, or

any other Obligations (including Obligations for Letter of Credit Fees), in each case with respect to the Letters of Credit or the Roll-Up Letters of Credit (including the WTC Letter of Credit), Agent and Issuer may use such cash collateral to pay and satisfy such Obligations.

3.3 Facility Fee. If, for any calendar month during the Term, the average daily unpaid balance of the Revolving Advances plus the average daily Maximum Undrawn Amount of all outstanding Letters of Credit for each day of such calendar month does not equal the average daily aggregate outstanding Revolving Commitments, then Borrowers shall pay to Agent for the ratable benefit of Revolving Lenders a fee (the "Revolving Commitment Fee") at a rate equal to one-half percent (0.5%) per annum on the amount by which the average daily aggregate outstanding Revolving Commitments exceeds such average daily unpaid balance; provided, however, that any Revolving Commitment Fee accrued with respect to the Revolving Commitment Amount of a Defaulting Lender during the period prior to the time such Lender became such a Defaulting Lender and unpaid at such time shall not be payable by Borrowers so long as such Lender shall be a Defaulting Lender except to the extent that such Revolving Commitment Fee shall otherwise have been due and payable by the Borrower prior to such time; and provided further that no Revolving Commitment Fee shall accrue with respect to the Revolving Commitment of a Defaulting Lender so long as such Lender shall be a Defaulting Lender with respect to Revolving Advances. Subject to the provisos in the directly preceding sentence, all Revolving Commitment Fees shall be payable to Agent in arrears on the first day of each calendar month with respect to the previous calendar month.

3.4 Other Fees and Repayment Premium; Fee Letter.

(a) Borrowers shall pay on the Closing Date to Agent, for distribution to each Lender, a fee equal to 1.0% of each such Lender's Revolving Commitment, Initial Commitment Advances, L/C Commitment Advances, Roll-Up Advances and Second Out Tranche Advances on the Closing Date, which shall be deemed fully earned and non-refundable when paid.

(b) Borrowers shall pay to Agent, for distribution to each Second Out Tranche Lender, together with any repayment or prepayment of any Second Out Tranche Advances made pursuant to terms of this Agreement (whether by mandatory or voluntary prepayment, at maturity or following acceleration of the maturity thereof, and/or in or in connection with a voluntary or involuntary Insolvency Event or otherwise) (other than any prepayment from Excess Cash Flow made pursuant to Section 2.21(c), to the extent such prepayment is made prior to the earliest of acceleration of the maturity of the Obligations, the commencement of an Insolvency Event and the commencement of remedies by the Agent or Lenders following the occurrence of an Event of Default), in addition to the amount so repaid or due, an amount equal to (i) except as set forth in clause (iii), prior to the date that is 18 months following the Closing Date, 0.0% of the principal amount so repaid or due, (ii) after the date that is 18 months following the Closing Date 2.0% of the principal amount so repaid or due, and (iii) if such repayment or prepayment occurs following acceleration of the maturity of the Second Out Tranche Advances, 2.0% of the principal amount so repaid or due (such applicable amount hereinafter referred to as the "Repayment Premium").

(c) Borrowers shall pay the amounts required to be paid in the Fee Letter in the manner and at the times required by the Fee Letter.

3.5 Computation of Interest and Fees. Interest and fees hereunder shall be computed on the basis of a year of 360 days and for the actual number of days elapsed. If any payment to be made hereunder becomes due and payable on a day other than a Business Day, the due date thereof shall be extended to the next succeeding Business Day and interest thereon shall be payable at the applicable Contract Rate during such extension.

3.6 Maximum Charges. In no event whatsoever shall interest and other charges charged hereunder exceed the highest rate permissible under law. In the event interest and other charges as computed hereunder would otherwise exceed the highest rate permitted under law, such excess amount shall be first applied to any unpaid principal balance owed by Borrowers, and if the then remaining excess amount is greater than the previously unpaid principal balance, Lenders shall promptly refund such excess amount to Borrowers and the provisions hereof shall be deemed amended to provide for such permissible rate.

3.7 Increased Costs. In the event that any Applicable Law, treaty or governmental regulation, or any Change in Law or in the interpretation or application thereof, or compliance by any Lender (for purposes of this Section 3.7, the term "Lender" shall include Agent or any Lender and any corporation or bank controlling Agent or any Lender and the office or branch where Agent or any Lender (as so defined) makes or maintains any Eurodollar Rate Loans) with any request or directive (whether or not having the force of law) from any central bank or other Governmental Body or financial, monetary or other authority, shall:

(a) subject Agent or any Lender to any tax of any kind whatsoever with respect to this Agreement or any Other Document or change the basis of taxation of payments to Agent or any Lender of principal, fees, interest or any other amount payable hereunder or under any Other Documents (except for Indemnified Taxes or Other Taxes covered by Section 3.10 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender or the Issuing Lender);

(b) impose, modify or hold applicable any reserve, special deposit, assessment or similar requirement against assets held by, or deposits in or for the account of, advances or loans by, or other credit extended by, any office of Agent or any Lender, including pursuant to Regulation D of the Board of Governors of the Federal Reserve System; or

(c) impose on Agent or any Lender or the London interbank Eurodollar market any other condition with respect to this Agreement or any Other Document;

and the result of any of the foregoing is to increase the cost to Agent or any Lender of making, renewing or maintaining its Advances hereunder by an amount that Agent or such Lender deems to be material or to reduce the amount of any payment (whether of principal, interest or otherwise) in respect of any of the Advances by an amount that Agent or such Lender deems to be material, then, in any case Borrowers shall promptly pay Agent or such Lender, upon its demand, such additional amount as will compensate Agent or such Lender for such additional cost or such reduction, as the case may be, provided that the foregoing shall not apply to increased costs which are reflected in the Eurodollar Rate, as the case may be. Agent or such Lender shall certify the amount of such additional cost or reduced amount to Borrowing Agent, and such certification shall be conclusive absent manifest error.

3.8 Basis For Determining Interest Rate Inadequate or Unfair. In the event that Agent or any Lender shall have determined that:

(a) reasonable means do not exist for ascertaining the Eurodollar Rate applicable pursuant to Section 2.2 hereof for any Interest Period; or

(b) Dollar deposits in the relevant amount and for the relevant maturity are not available in the London interbank Eurodollar market, with respect to an outstanding Eurodollar Rate Loan, a proposed Eurodollar Rate Loan, or a proposed conversion of a Domestic Rate Loan into a Eurodollar Rate Loan, then Agent shall give Borrowing Agent prompt written or telephonic notice of such determination. If such notice is given, (i) any such requested Eurodollar Rate Loan shall be made as a Domestic Rate Loan, unless Borrowing Agent shall notify Agent no later than 10:00 a.m. four (4) Business Days prior to the date of such proposed borrowing, that its request for such borrowing shall be cancelled or made as an unaffected type of Eurodollar Rate Loan, (ii) any Domestic Rate Loan or Eurodollar Rate Loan which was to have been converted to an affected type of Eurodollar Rate Loan shall be continued as or converted into a Domestic Rate Loan, or, if Borrowing Agent shall notify Agent, no later than 10:00 a.m. four (4) Business Days prior to the proposed conversion, shall be maintained as an unaffected type of Eurodollar Rate Loan, and (iii) any outstanding affected Eurodollar Rate Loans shall be converted into a Domestic Rate Loan, or, if Borrowing Agent shall notify Agent, no later than 10:00 a.m. four (4) Business Days prior to the last Business Day of the then current Interest Period applicable to such affected Eurodollar Rate Loan, shall be converted into an unaffected type of Eurodollar Rate Loan, on the last Business Day of the then current Interest Period for such affected Eurodollar Rate Loans. Until such notice has been withdrawn, Lenders shall have no obligation to make an affected type of Eurodollar Rate Loan or maintain outstanding affected Eurodollar Rate Loans and no Borrower shall have the right to convert a Domestic Rate Loan or an unaffected type of Eurodollar Rate Loan into an affected type of Eurodollar Rate Loan.

3.9 Capital Adequacy.

(a) In the event that Agent or any Lender shall have determined that any Change in Law, or any change in the interpretation or administration thereof by any Governmental Body, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by Agent or any Lender (for purposes of this Section 3.9, the term "Lender" shall include Agent or any Lender and any corporation or bank controlling Agent or any Lender and the office or branch where Agent or any Lender (as so defined) makes or maintains any Eurodollar Rate Loans) with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on Agent or any Lender's capital as a consequence of its obligations hereunder to a level below that which Agent or such Lender could have achieved but for such adoption, change or compliance (taking into consideration Agent's and each Lender's policies with respect to capital adequacy) by an amount deemed by Agent or any Lender to be material, then, from time to time, Borrowers shall pay upon demand to Agent or such Lender such additional amount or amounts as will compensate Agent or such Lender for such reduction. In determining such amount or amounts, Agent or such Lender may use any reasonable averaging or attribution methods. The protection of this

Section 3.9 shall be available to Agent and each Lender regardless of any possible contention of invalidity or inapplicability with respect to the Applicable Law, regulation or condition.

(b) A certificate of Agent or such Lender setting forth such amount or amounts as shall be necessary to compensate Agent or such Lender with respect to Section 3.9(a) hereof when delivered to Borrowing Agent shall be conclusive absent manifest error.

3.10 Gross Up for Taxes. Any and all payments by or on account of any obligation of Borrowers hereunder or under any Other Document shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes; provided that if the Borrower shall be required by Applicable Law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) Agent, Lender or Issuer, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) Borrowers shall make such deductions and (iii) Borrowers shall timely pay the full amount deducted to the relevant Governmental Body (the "Payee") in accordance with Applicable Law. Without limiting the provisions of the foregoing, Borrowers shall timely pay any Other Taxes to the relevant Payee in accordance with applicable Law.

3.11 Withholding Tax Exemption.

(a) Each Payee that is not incorporated under the Laws of the United States of America or a state thereof (and, upon the written request of Agent, each other Payee) agrees that it will deliver to Borrowing Agent and Agent two (2) duly completed appropriate valid Withholding Certificates (as defined under §1.1441-1(c)(16) of the Income Tax Regulations ("Regulations")) certifying its status (i.e., U.S. or foreign person) and, if appropriate, making a claim of reduced, or exemption from, U.S. withholding tax on the basis of an income tax treaty or an exemption provided by the Code. The term "Withholding Certificate" means a Form W-9; a Form W-8BEN; a Form W-8ECI; a Form W-8IMY and the related statements and certifications as required under § 1.1441-1(e)(2) and/or (3) of the Regulations; a statement described in §1.871-14(c)(2)(v) of the Regulations; or any other certificates under the Code or Regulations that certify or establish the status of a payee or beneficial owner as a U.S. or foreign person.

(b) Each Payee required to deliver to Borrowing Agent and Agent a valid Withholding Certificate pursuant to Section 3.11(a) hereof shall deliver such valid Withholding Certificate as follows: (i) each Payee which is a party hereto on the Closing Date shall deliver such valid Withholding Certificate at least five (5) Business Days prior to the first date on which any interest or fees are payable by any Borrower hereunder for the account of such Payee; (ii) each Payee shall deliver such valid Withholding Certificate at least five (5) Business Days before the effective date of such assignment or participation (unless Agent in its sole discretion shall permit such Payee to deliver such Withholding Certificate less than five (5) Business Days before such date in which case it shall be due on the date specified by Agent). Each Payee which so delivers a valid Withholding Certificate further undertakes to deliver to Borrowing Agent and Agent two (2) additional copies of such Withholding Certificate (or a successor form) on or before the date that such Withholding Certificate expires or becomes obsolete or after the

occurrence of any event requiring a change in the most recent Withholding Certificate so delivered by it, and such amendments thereto or extensions or renewals thereof as may be reasonably requested by Borrowing Agent or Agent.

(c) Notwithstanding the submission of a Withholding Certificate claiming a reduced rate of or exemption from U.S. withholding tax required under Section 3.11(b) hereof, Agent shall be entitled to withhold United States federal income taxes at the full 30% withholding rate if in its reasonable judgment it is required to do so under the due diligence requirements imposed upon a withholding agent under § 1.1441-7(b) of the Regulations. Further, Agent is indemnified under § 1.1461-1(e) of the Regulations against any claims and demands of any Payee for the amount of any tax it deducts and withholds in accordance with regulations under § 1441 of the Code.

IV. COLLATERAL: GENERAL TERMS

4.1 Security Interest in the Collateral. To secure the prompt payment and performance of the Obligations to Agent, Issuer and each Lender and each other holder of any of the Obligations, each Borrower and each Guarantor hereby assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each Lender, Issuer and each other holder of any of the Obligations a continuing security interest in and to and Lien on all of its Collateral, whether now owned or existing or hereafter acquired or arising and wheresoever located. Each Borrower and each Guarantor shall mark its books and records as may be necessary or appropriate to evidence, protect and perfect Agent's security interest and shall cause its financial statements to reflect such security interest. Each Borrower and each Guarantor shall provide Agent with written notice of all commercial tort claims promptly upon the occurrence of any events giving rise to any such claim(s) (regardless of whether legal proceedings have yet been commenced), such notice to contain a brief description of the claim(s), the events out of which such claim(s) arose and the parties against which such claims may be asserted and, if applicable in any case where legal proceedings regarding such claim(s) have been commenced, the case title together with the applicable court. Upon delivery of each such notice, such Borrower and such Guarantor shall be deemed to hereby grant to Agent a security interest and lien in and to such commercial tort claims described therein and all proceeds thereof. Each Borrower and each Guarantor shall provide Agent with written notice promptly upon becoming the beneficiary under any letter of credit or otherwise obtaining any right, title or interest in any letter of credit rights, and at Agent's request shall take such actions as Agent may reasonably request for the perfection of Agent's security interest therein.

4.2 Perfection of Security Interest. Each Borrower and each Guarantor shall take all action that may be necessary or desirable, or that Agent may request, so as at all times to maintain the validity, perfection, enforceability and priority of Agent's security interest in and Lien on the Collateral or to enable Agent to protect, exercise or enforce its rights hereunder and in the Collateral, including, but not limited to, (i) immediately discharging all Liens other than Permitted Encumbrances, (ii) obtaining, to the extent requested by the Agent or Required Lenders during the continuance of any Event of Default, Lien Waiver Agreements for (x) Borrowers' chief executive offices and principal locations where books and records regarding the Collateral are kept and (y) any other business location of Borrowers where Collateral with a value in excess of $1.5 million is located, (iii) delivering to Agent, endorsed or accompanied by

such instruments of assignment as Agent may specify, and stamping or marking, in such manner as Agent may specify, any and all chattel paper, instruments, letters of credits and advices thereof and documents evidencing or forming a part of the Collateral in each case to the extent in excess of $500,000, (iv) [reserved] and (v) executing and delivering financing statements, control agreements, instruments of pledge, mortgages, notices and assignments, in each case in form and substance satisfactory to Agent, relating to the creation, validity, perfection, maintenance or continuation of Agent's security interest and Lien under the Uniform Commercial Code or other Applicable Law. By its signature hereto, each Borrower hereby authorizes Agent to file against such Borrower, one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code in form and substance satisfactory to Agent (which statements may have a description of collateral which is broader than that set forth herein, including without limitation a description of collateral as "all assets' and/or "all personal property" of any Borrower). All charges, expenses and fees Agent may incur in doing any of the foregoing, and any local taxes relating thereto shall be paid to Agent for its benefit and for the ratable benefit of Lenders immediately upon demand.

4.3 Disposition of Collateral. Each Borrower will safeguard and protect all Collateral and make no disposition of any Collateral or any other property or assets of any Borrower whether by sale, lease or otherwise except (a) the sale of Inventory in the Ordinary Course of Business, (b) the disposition or transfer of Equipment in the Ordinary Course of Business, (c) dispositions and transfers (i) between UniTek Services Co. and the DirectSat Subsidiaries, on the one hand, and the Other Entities, on the other hand, to the extent permitted by the Separation Covenants and the other applicable provisions of this Agreement, (ii) between the DirectSat Subsidiaries and (iii) between the Other Entities, (d) dispositions of any and all owned Real Property, (e) dispositions of assets and/or the Equity Interests of the Other Entities and (f) other dispositions not to exceed $5,000,000 in any fiscal year of the Borrowers; provided that any such sale or disposition under clause (d), (e) or (f) shall be subject to the provisions of Section 2.21(e) and, if any such sale or disposition (or series of related sales or dispositions) under clause (d), (e) or (f) is with respect to assets with a value of $250,000 or more, the Borrowers shall receive not less than 75.0% of the consideration for such disposition in the form of cash or Cash Equivalents.

4.4 Preservation of Collateral. Following the occurrence and during the continuance of a Default or Event of Default, in addition to the rights and remedies set forth in Section 11.1 hereof, Agent: (a) may at any time take such steps as Agent deems necessary or desirable to protect Agent's interest in and to preserve the Collateral, including the hiring of such security guards or the placing of other security protection measures as Agent may deem appropriate; (b) may employ and maintain at any of any Borrower's premises a custodian who shall have full authority to do all acts necessary to protect Agent's interests in the Collateral; (c) may lease warehouse facilities to which Agent may move all or part of the Collateral; (d) may use any Borrower's owned or leased lifts, hoists, trucks and other facilities or equipment for handling or removing the Collateral; and (e) shall have, and is hereby granted, a right of ingress and egress to the places where the Collateral is located, and may proceed over and through any of Borrowers' owned or leased property. Each Borrower shall cooperate fully with all of Agent's efforts to preserve the Collateral and will take such actions to preserve the Collateral as Agent may direct. All of Agent's expenses of preserving the Collateral, including any expenses relating to the bonding of a custodian, shall, if the Required Lenders so elect, or may at the Agent's option, be charged to Borrowers' Account as a Revolving Advance maintained as a Domestic Rate Loan

and added to the Obligations, and such charge shall be deemed authorized by Borrowers and Lenders shall be obliged to fund their respective Commitment Percentages (as applicable) of the same regardless of whether any of the conditions under Sections 8.2 or 2.2 shall not be satisfied at such time or whether the relevant Commitments of the Lenders hereunder shall have otherwise been terminated at such time.

4.5 Ownership of Collateral and Assets.

(a) With respect to the Collateral, at the time the Collateral becomes subject to Agent's security interest: (i) each Borrower shall be the sole owner of and fully authorized and able to sell, transfer, pledge and/or grant a first priority (subject only to Permitted Encumbrances which by operation of law (including the priority granted under the Uniform Commercial Code to any purchase money security interests that are Permitted Encumbrances) have senior priority) security interest in each and every item of its respective Collateral to Agent; and, except for Permitted Encumbrances the Collateral shall be free and clear of all Liens and encumbrances whatsoever; (ii) each document and agreement executed by each Borrower or delivered to Agent or any Lender in connection with this Agreement shall be true and correct in all respects; and (iii) all signatures and endorsements of each Borrower that appear on such documents and agreements shall be genuine and each Borrower shall have full capacity to execute same. Each Borrower's Equipment and Inventory shall be located as set forth on Schedule 4.5 (as such Schedule 4.5 may be updated at any time upon at least thirty (30) days written notice to Agent) and shall not be removed from such location(s) without the prior written consent of Agent except with respect to the sale of Inventory in the Ordinary Course of Business and other sales and dispositions to the extent permitted in Section 4.3 hereof.

(b) (i)There is no location at which any Borrower has any Inventory (except for Inventory in transit) other than those locations listed on Schedule 4.5 (as such Schedule 4.5 may be updated at any time upon at least thirty (30) days written notice to Agent); (ii) Schedule 4.5 hereto (as such Schedule 4.5 may be updated at any time upon at least thirty (30) days written notice to Agent) contains a correct and complete list of the legal names and addresses of each warehouse at which Inventory of any Borrower is stored; none of the receipts received by any Borrower from any warehouse states that the goods covered thereby are to be delivered to bearer or to the order of a named Person or to a named Person and such named Person's assigns; (iii) Schedule 4.5 hereto (as such Schedule 4.5 may be updated at any time upon at least thirty (30) days written notice to Agent) sets forth a correct and complete list of (A) each place of business of each Borrower and (B) the chief executive office of each Borrower; and (iv) Schedule 4.5 hereto (as such Schedule 4.5 may be updated at any time upon at least thirty (30) days written notice to Agent) sets forth a correct and complete list as of the Closing Date of the location, by state and street address, of all Real Property owned or leased by each Borrower, together with the names and addresses of any landlords.

4.6 Defense of Agent's and Lenders' Interests.

(a) Until (a) payment and performance in full of all of the Obligations and (b) termination of this Agreement, Agent's interests in the Collateral shall continue in full force and effect. During such period no Borrower shall, without Agent's prior written consent, pledge, sell (except for sales of Inventory in the Ordinary Course of Business and other sales and

dispositions to the extent permitted in Section 4.3 hereof), assign, transfer, create or suffer to exist a Lien upon or encumber or allow or suffer to be encumbered in any way except for Permitted Encumbrances, any part of the Collateral or any other property or assets of any Borrower. Each Borrower shall defend Agent's interests in the Collateral against any and all Persons whatsoever.

(b) At any time following demand by Agent for payment of all Obligations pursuant to Section 11.1(a) following the occurrence and during the existence of an Event of Default, Agent shall have the right to take possession of the indicia of the Collateral and the Collateral in whatever physical form contained, including: labels, stationery, documents, instruments and advertising materials. If Agent exercises this right to take possession of the Collateral following the occurrence and during the existence of an Event of Default, Borrowers shall, upon demand, assemble it in the best manner possible and make it available to Agent at a place reasonably convenient to Agent. In addition, with respect to all Collateral, Agent and Lenders shall be entitled to all of the rights and remedies set forth herein and further provided by the Uniform Commercial Code or other Applicable Law. Each Borrower shall, and Agent may, at its option, instruct all suppliers, carriers, forwarders, warehousers or others receiving or holding cash, checks, Inventory (if and to the extent included in the Collateral), documents or instruments in which Agent holds a security interest to deliver same to Agent and/or subject to Agent's order and if they shall come into any Borrower's possession, they, and each of them, shall be held by such Borrower in trust as Agent's trustee, and such Borrower will immediately deliver them to Agent in their original form together with any necessary endorsement.

4.7 Books and Records. Each Borrower shall (a) keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business and affairs; (b) set up on its books accruals with respect to all taxes, assessments, charges, levies and claims; and (c) on a reasonably current basis set up on its books, from its earnings, allowances against doubtful Receivables, advances and investments and all other proper accruals (including by reason of enumeration, accruals for premiums, if any, due on required payments and accruals for depreciation, obsolescence, or amortization of properties), which should be set aside from such earnings in connection with its business. All determinations pursuant to this subsection shall be made in accordance with, or as required by, GAAP consistently applied, subject, as to any period through the first fiscal quarter of 2015, the impact of "fresh start"[2] accounting or any applicable impairment charges.

4.8 Financial Disclosure. Each Borrower hereby irrevocably authorizes and directs all accountants and auditors employed by such Borrower at any time during the Term to exhibit and deliver to Agent and each Lender copies of any of such Borrower's financial statements, trial balances or other accounting records of any sort in the accountant's or auditor's possession, and to disclose to Agent and each Lender any information such accountants may have concerning such Borrower's financial status and business operations. Each Borrower hereby authorizes all Governmental Bodies to furnish to Agent and each Lender copies of reports or examinations relating to such Borrower, whether made by such Borrower or otherwise; however, Agent and each Lender will attempt to obtain such information or materials directly from such Borrower prior to obtaining such information or materials from such accountants or Governmental Bodies.

[2] NTD: Effects of fresh start accounting (and any adjustments to financial definitions, etc.) under review.

4.9 Compliance with Laws. Subject to any other provisions of this Agreement or any Other Document which shall expressly require more strict compliance by any Borrower with respect to any particular Applicable Law, each Borrower shall comply in all material respects with all Applicable Laws with respect to the Collateral and Borrowers' other property and assets or any part thereof or to the operation of such Borrower's business the non-compliance with which could reasonably be expected to have a Material Adverse Effect.

4.10 Inspection of Premises and Inspections/Evaluation of Collateral. Required Lenders (or Lenders holding more than 50% of the Exposure of Lenders that are not Affiliated Lenders) and their agents may enter upon any premises of any Borrower at any time during business hours and at any other reasonable time, and from time to time, for the purposes of (a) auditing the fees and billing under the Shared Services Agreement at any time and from time to time to the extent permitted under (and in accordance with) Section 3.2(d)(ii) of the Shared Services Agreement (as in effect on the date hereof) and/or (b) inspecting, auditing and evaluating the Collateral and Borrowers' property and assets and review any and all records pertaining thereto and the operation of such Borrower's business and to discuss its affairs, finances and accounts with its directors, managers, officers, and independent public accountants, all at the reasonable expense of the Borrowers; provided, all such inspections, audits and evaluations shall not be done collectively at the expense of Borrowers more than once per calendar year absent the continuation of an Event of Default, except that the Borrowers shall be obligated to reimburse expenses for any audit in accordance with the Shared Services Agreement in accordance with the expense reimbursement provisions of the Shared Services Agreement as in effect on the date hereof; provided further that when an Event of Default exists, Agent or any Lender (or any of its representatives or independent contractors) may do any of the foregoing under clause (b) at the expense of the Borrowers at any time during business hours and upon reasonable advance notice. All Borrowers shall reasonably cooperate in any such audit. Agent and the applicable Lenders shall give the Borrowers the opportunity to participate in any discussions with the Borrowers' independent public accountants. The Agent or the applicable Lenders shall share with, and distribute to, all of the Lenders any information or results from any audit, inspection or other action described in clauses (a) and (b) of this Section, including any reports, analysis, documents and financial or collateral audits, and shall provide all of the Lenders the opportunity, pursuant to this Section, to participate in any discussions with the Borrowers or the Borrowers' public accountants.

4.11 Insurance. The assets and properties of each Borrower at all times shall be maintained in accordance with the requirements of all insurance carriers which provide insurance with respect to the assets and properties of such Borrower so that such insurance shall remain in full force and effect. Each Borrower shall bear the full risk of any loss of any nature whatsoever with respect to the Collateral and Borrowers' other property and assets. At each Borrower's own cost and expense in amounts and with carriers acceptable to the Required Lenders, each Borrower shall (a) keep all its insurable properties and properties in which such Borrower has an interest insured against the hazards of fire, flood, sprinkler leakage, those hazards covered by extended coverage insurance and such other hazards, and for such amounts, as is customary in the case of companies engaged in businesses similar to such Borrower's; (b) maintain a bond in such amounts as is customary in the case of companies engaged in businesses similar to such Borrower insuring against larceny, embezzlement or other criminal misappropriation of insured's officers and employees who may either singly or jointly with others at any time have access to

the assets or funds of such Borrower either directly or through authority to draw upon such funds or to direct generally the disposition of such assets; (c) maintain business interruption insurance for such amounts, as is customary in the case of companies engaged in businesses similar to such Borrower's and public and product liability insurance against claims for personal injury, death or property damage suffered by others; (d) maintain all such worker's compensation or similar insurance as may be required under the laws of any state or jurisdiction in which such Borrower is engaged in business; (e) [RESERVED]; (f) furnish Agent with (i) copies of all policies and evidence of the maintenance of such policies by the renewal thereof at least thirty (30) days before any expiration date, and (ii) appropriate loss payable endorsements in form and substance satisfactory to Required Lenders, naming Agent as a co-insured and lender loss payee as its interests may appear with respect to all insurance coverage referred to in clauses (a) and (c) above, and with respect to the insurance coverage referred to in clause (a), providing (A) that all proceeds of the insurance coverage referred to in clause (a) above shall be payable to Agent to the extent of its interest in the applicable Collateral (and subject to the interests of any holder of any Permitted Encumbrances as to any particular Collateral which by operation of law (including the priority granted under the Uniform Commercial Code to any purchase money security interests that are Permitted Encumbrances) have senior priority), (B) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy, and (C) that such policy and loss payable clauses may not be cancelled, amended or terminated unless at least thirty (30) days' prior written notice is given to Agent. In the event of any loss under the insurance coverage referred to in clause (a) above, the carriers named therein hereby are directed by Agent and the applicable Borrower to make payment for such loss to Agent as its interest may appear (and subject to the interests of any holder of any other Permitted Encumbrances as to any particular Collateral which by operation of law (including the priority granted under the Uniform Commercial Code to any purchase money security interests that are Permitted Encumbrances) have senior priority) and not to such Borrower and Agent jointly. If any insurance losses are paid by check, draft or other instrument payable to any Borrower and Agent (and, if applicable, to the holder of any other Permitted Encumbrances which by operation of law (including the priority granted under the Uniform Commercial Code to any purchase money security interests that are Permitted Encumbrances) have senior priority) jointly, Agent may endorse such Borrower's name thereon and do such other things as Agent may deem advisable to reduce the same to cash, and is hereby appointed as the attorney of each Borrower with the full power and authority to do the same. Agent is hereby authorized to adjust and compromise claims under insurance coverage referred to in clause (a) above. All loss recoveries received by Agent upon any such insurance shall be applied to the Obligations as a prepayment made and applied in accordance with Section 2.21(e). Any surplus shall be paid by Agent to Borrowers or applied as may be otherwise required by law. Any deficiency thereon shall be paid by Borrowers to Agent, on demand..

4.12 Failure to Pay Insurance. If any Borrower fails to obtain insurance as hereinabove provided, or to keep the same in force, Agent, if the Required Lenders so elect, may obtain such insurance and pay the premium therefor on behalf of such Borrower, and charge Borrowers' Account therefor as a Revolving Advance of a Domestic Rate Loan and such expenses so paid shall be part of the Obligations, and such charge shall be deemed authorized by Borrowers and Lenders shall be obliged to fund their respective Revolving Commitment Percentages of the same regardless of whether any of the conditions under Sections 8.2 or 2.2 shall not be satisfied

at such time or whether the Revolving Credit Commitments of the Lenders hereunder shall have otherwise been terminated at such time.

4.13 Payment of Taxes. Each Borrower will pay, when due, all material taxes, assessments and other Charges lawfully levied or assessed upon such Borrower or on any of the Collateral and Borrowers' other property and assets, including real and personal property taxes, assessments and charges, and all franchise, income, employment, social security benefits, withholding and sales taxes. If any tax by any Governmental Body is or may be imposed on or as a result of any transaction between any Borrower and Agent or any Lender which Agent or any Lender may be required to withhold or pay or if any taxes, assessments, or other Charges remain unpaid after the date fixed for their payment, or if any claim shall be made which, in Agent's or any Lender's opinion, may possibly create a valid Lien on the Collateral or any of Borrowers' other property and assets, Agent may, if the Required Lenders so elect, without notice to Borrowers pay the taxes, assessments or other Charges and each Borrower hereby indemnifies and holds Agent and each Lender harmless in respect thereof. Agent will not pay any taxes, assessments or Charges to the extent that any applicable Borrower has Properly Contested those taxes, assessments or Charges. The amount of any payment by Agent under this Section 4.13 shall be charged to Borrowers' Account as an Revolving Commitment Advance or, if the Revolving Commitments have been fully drawn or are not available to be drawn, maintained as a Domestic Rate Loan and added to the Obligations (and such charge shall be deemed authorized by Borrowers and Lenders shall be obliged to fund their respective Revolving Commitment Percentages of the same regardless of whether any of the conditions under Sections 8.2 or 2.2 shall not be satisfied at such time or whether the such Commitments of the Lenders hereunder shall have otherwise been terminated at such time) and, until Borrowers shall furnish Agent with an indemnity therefor (or supply Agent with evidence satisfactory to Agent that due provision for the payment thereof has been made), Agent may hold without interest any balance standing to Borrowers' credit and Agent shall retain its security interest in and Lien on any and all Collateral held by Agent.

4.14 Payment of Leasehold Obligations. Each Borrower shall at all times pay, when and as due, its rental obligations under all material leases under which it is a tenant, and shall otherwise comply, in all material respects, with all other terms of such leases and keep them in full force and effect and, at Agent's request will provide evidence of having done so.

4.15 Receivables.

(a) Location of Borrowers. Each Borrower's chief executive office is located at the location specified on Schedule 4.5. Until written notice is given to Agent by Borrowing Agent of any other office at which any Borrower keeps its records pertaining to Receivables, all such records shall be kept at such executive office.

(b) Collection of Receivables. Borrowers shall instruct their Customers to deliver all remittances upon Receivables to such Blocked Accounts or Depository Accounts (and/or lockboxes associated therewith) as contemplated by Section 4.15(h). Notwithstanding the foregoing, to the extent any Borrower directly receives any remittances upon Receivables, as between Borrowers on the one hand and Agent on the other: (i) such Borrower will, at such Borrower's sole cost and expense, but on Agent's behalf and for Agent's account, collect in trust

for Agent (pursuant to an express trust created hereby) all amounts received on Receivables, and shall not commingle such collections with any Borrower's funds or use the same except to pay Obligations, and (ii) each Borrower shall deposit as soon as reasonably possible and in any event within one (1) Business Day of receipt thereof (or within seven (7) Business Days with respect to any check less than $1,000) deposit any such amounts and collections in such Blocked Accounts or Depository Accounts provided for in this Agreement or the Other Documents or, upon request by Agent, deliver to Agent, in original form and on the date of receipt thereof, all checks, drafts, notes, money orders, acceptances, cash and other evidences of Indebtedness.

(c) Notification of Assignment of Receivables. At any time at the election of Required Lenders during the continuation of an Event of Default, Agent shall have the right to (i) send notice of the assignment of, and Agent's security interest in and Lien on, the Receivables to any and all Customers or any third party holding or otherwise concerned with any of the Collateral (ii) collect the Receivables, take possession of the Collateral, or both. Agent's actual collection expenses, including, but not limited to, stationery and postage, telephone and telegraph, secretarial and clerical expenses and the salaries of any collection personnel used for collection, may, if the Required Lenders so elect, be charged to Borrowers' Account and added to the Obligations, and such charge shall be deemed authorized by Borrowers and Lenders shall be obliged to fund their respective Revolving Commitment Percentages of the same regardless of whether any of the conditions under Sections 8.2 or 2.2 shall not be satisfied at such time or whether the Commitments of the Lenders hereunder shall have otherwise been terminated at such time.

(d) Power of Agent to Act on Borrowers' Behalf. At any time at the election of Required Lenders during the continuation of an Event of Default, Agent shall have the right to receive, endorse, assign and/or deliver in the name of Agent or any Borrower any and all checks, drafts and other instruments for the payment of money relating to the Receivables, and each Borrower hereby waives notice of presentment, protest and non-payment of any instrument so endorsed. Each Borrower hereby constitutes Agent or Agent's designee as such Borrower's attorney with power (i) at any time at the election of Required Lenders during the continuation of an Event of Default: (A) to endorse such Borrower's name upon any notes, acceptances, checks, drafts, money orders or other evidences of payment or Receivables; (B) to sign such Borrower's name on any invoice or bill of lading relating to any of the Receivables, drafts against Customers, assignments and verifications of Receivables; (C) to send verifications of Receivables to any Customer; and (D) to sign such Borrower's name on all financing statements or any other documents or instruments deemed necessary or appropriate by Agent to preserve, protect, or perfect Agent's interest in the Collateral and to file same; and (ii) at any time following the occurrence and during the continuance of an Event of Default: (A) to demand payment of the Receivables; (B) to enforce payment of the Receivables by legal proceedings or otherwise; (C) to exercise all of such Borrower's rights and remedies with respect to the collection of the Receivables and any other Collateral; (D) to settle, adjust, compromise, extend or renew the Receivables; (E) to settle, adjust or compromise any legal proceedings brought to collect Receivables; (F) to prepare, file and sign such Borrower's name on a proof of claim in bankruptcy or similar document against any Customer; (G) to prepare, file and sign such Borrower's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables; (H) to receive, open and dispose of all mail addressed to any Borrower; (I) to do all other acts and things necessary to carry out this Agreement. All acts of

said attorney or designee are hereby ratified and approved, and said attorney or designee shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or of law, unless done maliciously or with gross (not mere) negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid. Agent shall have the right at any time following the occurrence and during the continuance of an Event of Default to change the address for delivery of mail addressed to any Borrower.

(e) No Liability. Neither Agent nor any Lender shall, under any circumstances or in any event whatsoever, have any liability for any error or omission or delay of any kind occurring in the settlement, collection or payment of any of the Receivables or any instrument received in payment thereof, or for any damage resulting therefrom. Following the occurrence and during the continuance of an Event of Default, Agent may, without notice or consent from any Borrower, sue upon or otherwise collect, extend the time of payment of, compromise or settle for cash, credit or upon any terms any of the Receivables or any Supporting Obligations therefor and/or release any obligor thereof. Agent is authorized and empowered to accept following the occurrence and during the continuance of an Event of Default the return of the goods represented by any of the Receivables, without notice to or consent by any Borrower, all without discharging or in any way affecting any Borrower's liability hereunder.

(f) Establishment of a Lockbox Account, Dominion Account. All proceeds of the Collateral shall be deposited by Borrowers into either (i) a lockbox account, dominion account or such other "blocked account" ("Blocked Accounts") established at a bank or banks (each such bank, a "Blocked Account Bank") pursuant to an arrangement with such Blocked Account Bank as may be selected by Borrowing Agent and be acceptable to the Required Lenders or (ii) depository accounts ("Depository Accounts") established at a bank or banks for the deposit of such proceeds (each such bank, a "Depository Account Bank") or (iii) the Cash Collateral Account). Each applicable Borrower, Agent and each Blocked Account Bank or Depository Account Bank, as applicable, shall enter into a deposit account control agreement in form and substance satisfactory to the Required Lenders directing such Blocked Account Bank or Depository Account Bank, as applicable, transfer at the close of each Business Day such funds so deposited to the Cash Collateral Account. As between Borrowers on the one hand and Agent on the other (and without derogation of any rights (if any) of any third parties as between Borrowers on the one hand and such third parties on the other, or as between Agent and/or Lenders on the one hand and such third parties on the other), Borrowing Agent shall obtain the agreement by such Blocked Account Bank or Depository Account Bank, as applicable, to waive any offset rights against the funds so deposited. Neither Agent nor any Lender assumes any responsibility for such blocked account arrangement, including any claim of accord and satisfaction or release with respect to deposits accepted by any Blocked Account Bank or Depository Account Bank thereunder. All funds in the Cash Collateral Account shall be retained in such account until the Borrowers' request that the account bank release such funds; provided, that, any such release of funds shall not be permitted (and the Borrowers shall not be permitted to request such release) during the continuation of any Event of Default that has not been cured or waived and the election by the Required Lenders to apply such amounts to prepay the Obligations in accordance with Section 11.5.

Notwithstanding anything to the contrary provided for in this Agreement, (i) at all times following the Closing Date, Borrowers shall give all Account Debtors that remit payments and collections on Receivables by wire transfer, ACH or other electronic transactions notice to remit such payments and collections to the Blocked Account Bank or Depository Account Bank, as applicable, and (ii) promptly upon notice to Borrowers from the Blocked Account Bank that the lockbox services for the collection account(s) of Borrowers established with such Blocked Account Bank are fully operational, Borrowers shall give all Account Debtors that remit payments and collections other than by wire transfer, ACH or other electronic transactions to remit such payments and collections to such lockboxes.

(g) All deposit accounts (including all Blocked Accounts and Depository Accounts), securities accounts and investment accounts of each Borrower and its Subsidiaries as of the Closing Date are set forth on Schedule 4.15(g) and such accounts shall be subject to an account control agreement among such bank or financial institution, the applicable Borrowers and Agent that is sufficient to give Agent "control" (for purposes of Articles 8 and 9 of the Uniform Commercial Code) over such account and is otherwise satisfactory in form and substance to Agent; provided that, Borrowers need not comply with the foregoing requirements of this Section 4.15(g) to subject such accounts to an account control agreement with respect to (1) any deposit accounts in which the total amount of funds on deposit therein or credited thereto do not exceed at any one time either $100,000 as to any one such deposit account or $250,000 as to all such deposit accounts taken together or (2) any deposit accounts used exclusively for payroll purposes so long as Borrowers shall not maintain funds on deposit therein or credited thereto at any time in excess of the amounts necessary to fund payroll obligations and any related payroll processing expenses routinely paid from such accounts on a current basis (the foregoing accounts described in the preceding clauses (1) and (2), the "Excluded Accounts"). No Borrower shall open any new deposit account, securities account or investment account unless (i) Borrowers shall have given at least thirty (30) days prior written notice to Agent and Required Lenders and (ii) if such account is to be maintained with a bank, depository institution or securities intermediary, that bank, depository institution or securities intermediary and is not an Excluded Account, each applicable Borrower and Agent shall first have entered into an account control agreement in form and substance satisfactory to Agent and Required Lenders sufficient to give Agent "control" (for purposes of Articles 8 and 9 of the Uniform Commercial Code) over such account.

(h) [reserved].

(i) Adjustments. No Borrower will, without Agent's consent, compromise or adjust any Receivables (or extend the time for payment thereof) or accept any returns of merchandise or grant any additional discounts, allowances or credits thereon except for those compromises, adjustments, returns, discounts, credits and allowances as have been heretofore customary in the Ordinary Course of Business of such Borrower.

4.16 Inventory. To the extent Inventory held for sale or lease has been produced by any Borrower, it has been and will be produced by such Borrower in accordance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations and orders thereunder.

4.17 Maintenance of Equipment. The Equipment shall be maintained in good operating condition and repair (reasonable wear and tear excepted) and all necessary replacements of and repairs thereto shall be made so that the value and operating efficiency of the Equipment shall be maintained and preserved in all material respects. No Borrower shall use or operate the Equipment in material violation of any law, statute, ordinance, code, rule or regulation. Each Borrower shall have the right to sell Equipment to the extent set forth in Section 4.3 hereof.

4.18 Exculpation of Liability. Nothing herein contained shall be construed to constitute Agent or any Lender as any Borrower's agent for any purpose whatsoever, nor shall Agent or any Lender be responsible or liable for any shortage, discrepancy, damage, loss or destruction of any part of the Collateral wherever the same may be located and regardless of the cause thereof. Neither Agent nor any Lender, whether by anything herein or in any assignment or otherwise, assume any of any Borrower's obligations under any contract or agreement assigned to Agent or such Lender, and neither Agent nor any Lender shall be responsible in any way for the performance by any Borrower of any of the terms and conditions thereof.

4.19 Environmental Matters.

(a) Borrowers shall ensure that the Real Property and all operations and businesses conducted thereon remains in compliance in all material respects with all Environmental Laws and they shall not place or permit to be placed any Hazardous Substances on any Real Property except in compliance in all material respects with Applicable Law or appropriate governmental authorities.

(b) Borrowers shall establish and maintain a system to assure and monitor continued compliance with all applicable Environmental Laws which system shall include periodic reviews of such compliance.

(c) Borrowers shall (i) employ in connection with the use of the Real Property appropriate technology necessary to maintain compliance with any applicable Environmental Laws and (ii) dispose of any and all Hazardous Waste generated at the Real Property only at facilities and with carriers that maintain valid permits under RCRA and any other applicable Environmental Laws. Borrowers shall use their good faith efforts to obtain certificates of disposal, such as hazardous waste manifest receipts, from all treatment, transport, storage or disposal facilities or operators employed by Borrowers in connection with the transport or disposal of any Hazardous Waste generated at the Real Property.

(d) In the event any Borrower obtains, gives or receives notice of any Release or threat of Release of a reportable quantity of any Hazardous Substances at the Real Property (any such event being hereinafter referred to as a "Hazardous Discharge") or receives any notice of violation, request for information or notification that it is potentially responsible for investigation or cleanup of environmental conditions at the Real Property, demand letter or any complaint, order, citation, or other written notice with regard to any Hazardous Discharge or violation of Environmental Laws affecting the Real Property or any Borrower's interest therein (any of the foregoing is referred to herein as an "Environmental Complaint") from any Person, including any state agency responsible in whole or in part for environmental matters in the state

in which the Real Property is located or the United States Environmental Protection Agency (any such person or entity hereinafter the "Authority"), and the liabilities of such Borrower in connection therewith could reasonably be expected to have a Material Adverse Effect, then Borrowing Agent shall, within five (5) Business Days, give written notice of same to Agent detailing facts and circumstances of which any Borrower is aware giving rise to the Hazardous Discharge or Environmental Complaint. Such information is to be provided to allow Agent to protect its security interest in and Lien on the Real Property and the Collateral and is not intended to create nor shall it create any obligation upon Agent or any Lender with respect thereto.

(e) Borrowing Agent shall promptly forward to Agent copies of any request for information, notification of potential liability, demand letter relating to potential responsibility with respect to the investigation or cleanup of Hazardous Substances at any other site owned, operated or used by any Borrower to dispose of Hazardous Substances that could reasonably be expected to have a Material Adverse Effect and shall continue to forward copies of correspondence between any Borrower and the Authority regarding such claims to Agent until the claim is settled. Borrowing Agent shall promptly forward to Agent copies of all documents and reports concerning a Hazardous Discharge at the Real Property that any Borrower is required to file under any Environmental Laws. Such information is to be provided solely to allow Agent to protect Agent's security interest in and Lien on the Real Property and the Collateral.

(f) Borrowers shall respond promptly to any Hazardous Discharge or Environmental Complaint and take all necessary action in order to safeguard the health of any Person and to avoid subjecting the Collateral or Real Property to any Lien. If any Borrower shall fail to respond promptly to any Hazardous Discharge or Environmental Complaint or any Borrower shall fail to comply in all material respects with any of the requirements of any Environmental Laws, Agent on behalf of Lenders may, but without the obligation to do so, for the sole purpose of protecting Agent's interest in the Collateral: (i) give such notices or (ii) enter onto the Real Property (or authorize third parties to enter onto the Real Property) and take such actions as Agent (or such third parties as directed by Agent) deem reasonably necessary or advisable, to clean up, remove, mitigate or otherwise deal with any such Hazardous Discharge or Environmental Complaint. All reasonable costs and expenses incurred by Agent and Lenders (or such third parties) in the exercise of any such rights, including any sums paid in connection with any judicial or administrative investigation or proceedings, fines and penalties, together with interest thereon from the date expended at the Default Rate for Domestic Rate Loans constituting Revolving Advances shall be paid upon demand by Borrowers, and until paid shall be added to and become a part of the Obligations secured by the Liens created by the terms of this Agreement or any other agreement between Agent, any Lender and any Borrower.

(g) Borrowers shall defend and indemnify Agent and Lenders and hold Agent, Lenders and their respective employees, agents, directors and officers harmless from and against all loss, liability, damage and expense, claims, costs, fines and penalties, including attorney's fees, suffered or incurred by Agent or Lenders under or on account of any Environmental Laws, including the assertion of any Lien thereunder, with respect to any Hazardous Discharge, the presence of any Hazardous Substances affecting the Real Property, whether or not the same originates or emerges from the Real Property or any contiguous real estate, including any loss of value of the Real Property as a result of the foregoing except to the extent such loss, liability,

damage and expense is attributable to any Hazardous Discharge resulting from actions on the part of Agent or any Lender. Borrowers' obligations under this Section 4.19 shall arise upon the discovery of the presence of any Hazardous Substances at the Real Property, whether or not any federal, state, or local environmental agency has taken or threatened any action in connection with the presence of any Hazardous Substances. Borrowers' obligation and the indemnifications hereunder shall survive the termination of this Agreement.

(h) For purposes of Section 4.19 and 5.7, all references to Real Property shall be deemed to include all of each Borrower's right, title and interest in and to its owned and leased premises.

4.20 Financing Statements. Except as respects the financing statements filed by Agent and the financing statements described on Schedule 1.2 or allowed as a Permitted Encumbrance, no financing statement covering any of the Collateral or any proceeds thereof is on file in any public office.

V. REPRESENTATIONS AND WARRANTIES.

Each Borrower represents and warrants as follows:

5.1 Authority.

(a) Each Borrower has full power, authority and legal right to enter into this Agreement and the Other Documents and to perform all its respective Obligations hereunder and thereunder. This Agreement and the Other Documents have been duly executed and delivered by each Borrower, and this Agreement and the Other Documents constitute the legal, valid and binding obligation of such Borrower enforceable in accordance with their terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally. The execution, delivery and performance of this Agreement and of the Other Documents (a) are within such Borrower's corporate or limited liability company powers, as applicable, have been duly authorized by all necessary corporate or limited liability company action, as applicable, are not in contravention of law or the terms of such Borrower's Organizational Documents or to the conduct of such Borrower's business or of any material agreement or undertaking to which such Borrower is a party or by which such Borrower is bound, in each case entered into after the Closing Date, (b) will not conflict with or violate any law or regulation, or any judgment, order or decree of any Governmental Body, (c) will not require the Consent of any Governmental Body, any party to a Material Contract or any other Person, except those Consents set forth on Schedule 5.1 hereto, all of which will have been duly obtained, made or compiled prior to the Closing Date and which are in full force and effect and (d) will not conflict with, nor result in any breach in any of the provisions of or constitute a default under or result in the creation of any Lien other than under this Agreement and the Other Documents upon any asset of such Borrower under the provisions of any Organizational Documents, agreement, instrument, or other instrument to which such Borrower is a party or by which it or its property is a party or by which it may be bound.

5.2 Formation and Qualification; Inactive Subsidiaries; Foreign Subsidiaries.

(a) Each Borrower is duly incorporated or formed and in good standing under the laws of the state listed on Schedule 5.2(a) and is qualified to do business and is in good standing in the states listed on Schedule 5.2(a) which constitute all states in which qualification and good standing are necessary for such Borrower to conduct its business and own its property and where the failure to so qualify could reasonably be expected to have a Material Adverse Effect on such Borrower. Each Borrower has delivered to Agent and the Lenders true and complete copies of its Organizational Documents and will promptly notify Agent of any amendment or changes thereto.

(b) Schedule 5.2(b) sets forth, as of the Closing Date, (i) a complete list of all Subsidiaries of each Borrower, (ii) a complete list of all such Subsidiaries which are Inactive Subsidiaries and (iii) a complete list of all such Subsidiaries which are Foreign Subsidiaries.

(c) No Subsidiary of any Borrower that has been designated as an Inactive Subsidiary (either on the Closing Date or on the date such Subsidiary was acquired by any Borrower) (i) conducts any active business operations (including the operations of a holding company), (ii) has assets with a fair market value of $50,000 or more or (iii) owns any capital stock of any Borrower or any other Subsidiary (except another Inactive Subsidiary) of any Borrower, and no entity that was originally designated as an Inactive Subsidiary (either on the Closing Date or on the date such Subsidiary was acquired by any Borrower) has ceased to satisfy all the requirements for an Inactive Subsidiary (excluding any such Subsidiaries which have complied with the requirements of Section 7.12 hereof and are no longer designated as Inactive Subsidiaries). The fair market value of all assets of all Inactive Subsidiaries does not exceed $100,000 at any one time in the aggregate.

5.3 Survival of Representations and Warranties. All representations and warranties of such Borrower contained in this Agreement and the Other Documents shall be true at the time of such Borrower's execution of this Agreement and the Other Documents, and shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transactions described therein or related thereto.

5.4 Tax Returns. Each Borrower's federal tax identification number is set forth on Schedule 5.4. Each Borrower has filed all material federal, state and local tax returns and other reports each is required by law to file and has paid all material taxes, assessments, fees and other governmental charges that are due and payable. The provision for taxes on the books of each Borrower is adequate for all years not closed by applicable statutes, and for its current fiscal year, and no Borrower has any knowledge of any deficiency or additional assessment in connection therewith not provided for on its books.

5.5 Financial Statements.

(a) The pro forma consolidated balance sheet of Borrowers (the "Pro Forma Financials"), reflecting the consummation of the transactions contemplated this Agreement and the Other Documents, including the initial Advances hereunder and the issuance of the Holdings Note (collectively, the "Transactions"), is accurate, complete and correct in all material respects on a pro forma basis and fairly reflect the financial condition of Borrowers on a Consolidated Basis based on its financial statements most recently delivered (under the Existing DIP

Agreement) prior to the Closing Date, giving effect to the Transactions, and has been prepared in accordance with GAAP (except as may be disclosed in such balance sheet and subject to year-end adjustments and the absence of footnotes and subject to the impact of any "fresh start"[3] accounting or any applicable impairment charges), applied consistently with Borrowers' consolidated balance sheet included in its audited annual financial statements for the fiscal year ended December 31, 2013.

(b) The four year financial projections of Borrowers (the "Projections") were prepared by the management of Borrowers and are based on underlying assumptions which provide a reasonable basis for the projections contained therein and reflect Borrowers' judgment based on present circumstances of the most likely set of conditions and course of action for the projected period. The Projections together with the Pro Forma Financials, are referred to as the "Pro Forma Financial Statements". It is understood and agreed that the Pro Forma Financial Statements have been delivered to the Required Lenders.

(c) The audited consolidated balance sheets of UniTek Parent and its consolidated Subsidiaries as at December 31, 2012 and December 31, 2013, and the related consolidated statements of income and of cash flows for the fiscal years ended on such dates, reported on by and accompanied by an unqualified report from Ernst & Young LLP (as to fiscal year 2012) and Grant Thornton LLP (as to fiscal year 2013), copies of which have been delivered to Agent and the Lenders, have been prepared in accordance with GAAP, consistently applied (except for changes in application in which such accountants concur), are accurate, complete and correct in all material respects and present fairly the financial position of Borrowers and their Subsidiaries and such other Persons at such dates and the results of their operations for such periods. The unaudited consolidated balance sheet of Borrowers and their consolidated Subsidiaries as at September 27, 2014 has been prepared in accordance with GAAP, consistently applied and subject to the impact of any applicable impairment charges (except for changes in application in which such accountants concur), are accurate, complete and correct in all material respects and present fairly the financial position of Borrowers and their Subsidiaries and such other Persons at such dates and the results of their operations for such period (subject to normal year-end audit adjustments and the absence of footnotes).

5.6 Entity Names. As of the date hereof, no Borrower has been known by any other corporate name in the past five years and does not sell Inventory under any other name except as set forth on Schedule 5.6, nor has any Borrower been the surviving entity of a merger or consolidation or acquired all or substantially all of the assets of any Person during the preceding five (5) years.

5.7 OSHA and Environmental Compliance.

(a) Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, each Borrower has duly complied with, and its facilities, business, assets, property, leaseholds, Real Property and Equipment are in compliance in all material respects with, the provisions of the Federal Occupational Safety and Health Act, the Environmental Protection Act, RCRA and all other Environmental Laws; there have been no

[3] NTD: Effects of fresh start accounting (and any adjustments to financial definitions, etc.) under review.

outstanding citations, notices or orders of non-compliance issued to any Borrower or relating to its business, assets, property, leaseholds or Equipment under any such laws, rules or regulations.

(b) Except as could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, each Borrower has been issued all required federal, state and local licenses, certificates or permits relating to all applicable Environmental Laws.

(c) (i) There are no visible signs of material releases, spills, discharges, leaks or disposal (collectively referred to as "Releases") of Hazardous Substances at, upon, under or within any Real Property including any premises leased by any Borrower; (ii) to the best knowledge of Borrowers, there are no underground storage tanks or polychlorinated biphenyls on the Real Property including any premises leased by any Borrower, (iii) to the best knowledge of Borrowers, the Real Property including any premises leased by any Borrower has never been used as a treatment, storage or disposal facility of Hazardous Waste; and (iv) to the best knowledge of Borrowers, no Hazardous Substances are present on the Real Property including any premises leased by any Borrower, excepting such quantities as are handled in accordance with all applicable manufacturer's instructions and governmental regulations and in proper storage containers and as are necessary for the operation of the commercial business of any Borrower or of its tenants.

5.8 No Litigation, Violation, Indebtedness or Default; ERISA Compliance.

(a) Upon giving effect to the Transactions, Borrowers taken as a whole are and will be solvent, able to pay their debts as they mature, have and will have capital sufficient to carry on their business and all businesses in which they are about to engage, and (i) as of the Closing Date, the fair present saleable value of their assets, calculated on a going concern basis, are and will be in excess of the amount of their liabilities and (ii) subsequent to the Closing Date, the fair saleable value of their assets (calculated on a going concern basis) will be in excess of the amount of their liabilities.

(b) Except as disclosed in Schedule 5.8(b), no Borrower has (i) any pending or, to the best knowledge of any Borrower, threatened litigation, arbitration, actions or proceedings which could reasonably be expected to have a Material Adverse Effect, and (ii) any liabilities or Indebtedness for borrowed money other than the Obligations or any other Indebtedness permitted by Section 7.8.

(c) No Borrower is in violation of any applicable statute, law, rule, regulation or ordinance in any respect which could reasonably be expected to have a Material Adverse Effect, nor is any Borrower in violation of any order of any court, Governmental Body or arbitration board or tribunal naming such Borrower which could reasonably be expected to have a Material Adverse Effect.

(d) No Borrower nor any member of the Controlled Group maintains or is required to contribute to any Plan other than those listed on Schedule 5.8(d) hereto. (i) No Plan has incurred any "accumulated funding deficiency," as defined in Section 302(a)(2) of ERISA and Section 412(a) of the Code, whether or not waived, each Borrower and each member of the Controlled Group has met all applicable minimum funding requirements under Section 302 of

ERISA and Section 412 of the Code in respect of each Plan, and each Plan is in compliance with Sections 412, 430 and 436 of the Code and Sections 206(g), 302 and 303 of ERISA, without regard to waivers and variances; (ii) each Plan which is intended to be a qualified plan under Section 401(a) of the Code as currently in effect has been determined by the Internal Revenue Service to be qualified under Section 401(a) of the Code and the trust related thereto is exempt from federal income tax under Section 501(a) of the Code; (iii) neither any Borrower nor any member of the Controlled Group has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which have become due which are unpaid; (iv) no Plan has been terminated by the plan administrator thereof nor by the PBGC, and there is no occurrence which would cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Plan; (v) at this time, the current value of the assets of each Plan exceeds the present value of the accrued benefits and other liabilities of such Plan and neither any Borrower nor any member of the Controlled Group knows of any facts or circumstances which would materially change the value of such assets and accrued benefits and other liabilities; (vi) neither any Borrower nor any member of the Controlled Group has breached any of the responsibilities, obligations or duties imposed on it by ERISA with respect to any Plan; (vii) neither any Borrower nor any member of a Controlled Group has incurred any liability for any excise tax arising under Section 4971, 4972 or 4980B of the Code, and no fact exists which could give rise to any such liability; (viii) neither any Borrower nor any member of the Controlled Group nor any fiduciary of, nor any trustee to, any Plan, has engaged in a "prohibited transaction" described in Section 406 of the ERISA or Section 4975 of the Code nor taken any action which would constitute or result in a Termination Event with respect to any such Plan which is subject to ERISA; (ix) each Borrower and each member of the Controlled Group has made all contributions due and payable with respect to each Plan; (x) there exists no event described in Section 4043(b) of ERISA, for which the thirty (30) day notice period has not been waived; (xi) neither any Borrower nor any member of the Controlled Group has any fiduciary responsibility for investments with respect to any plan existing for the benefit of persons other than employees or former employees of any Borrower or any member of the Controlled Group; (xii) neither any Borrower nor any member of the Controlled Group maintains or is required to contribute to any Plan which provides health, accident or life insurance benefits to former employees, their spouses or dependents, other than in accordance with Section 4980B of the Code; (xiii) neither any Borrower nor any member of the Controlled Group has withdrawn, completely or partially, within the meaning of Section 4203 or 4205 of ERISA, from any Multiemployer Plan so as to incur liability under the Multiemployer Pension Plan Amendments Act of 1980 and there exists no fact which would reasonably be expected to result in any such liability; and (xiv) no Plan fiduciary (as defined in Section 3(21) of ERISA) has any liability for breach of fiduciary duty or for any failure in connection with the administration or investment of the assets of a Plan.

5.9 Patents, Trademarks, Copyrights and Licenses. All registered patents, patent applications, trademarks, trademark applications, service marks, service mark applications, copyrights, copyright applications and tradenames owned or utilized by any Borrower are set forth on Schedule 5.9 (as such Schedule 5.9 may be updated at any time upon written notice to Agent to reflect any such Intellectual Property acquired after the Closing Date). There is no objection to or pending challenge to the validity of any such patent, trademark, copyright or tradename, and no Borrower is aware of any grounds for any challenge, except as set forth in Schedule 5.9 hereto. Each patent, patent application, patent license, trademark, trademark

application, trademark license, service mark, service mark application, service mark license, design rights, copyright, copyright application and copyright license owned or held by any Borrower and material to its business and all trade secrets used by any Borrower and material to its business consist of original material or property developed by such Borrower or was lawfully acquired by such Borrower from the proper and lawful owner thereof. Each of such items has been maintained so as to materially preserve the value thereof from the date of creation or acquisition thereof.

5.10 Licenses and Permits. Except as set forth in Schedule 5.10, each Borrower (a) is in compliance with and (b) has procured and is now in possession of, all material licenses or permits required by any applicable federal, state, provincial or local law, rule or regulation for the operation of its business in each jurisdiction wherein it is now conducting or proposes to conduct business and where the failure to procure such licenses or permits could have a Material Adverse Effect.

5.11 [RESERVED].

5.12 No Default. No Default or Event of Default has occurred.

5.13 No Burdensome Restrictions. No Borrower is party to any contract or agreement the performance of which could have a Material Adverse Effect. Each Borrower has heretofore delivered to Agent true and complete copies of all Material Contracts to which it is a party or to which it or any of its properties is subject. No Borrower has agreed or consented to cause or permit in the future (upon the happening of a contingency or otherwise) any of its property, whether now owned or hereafter acquired, to be subject to a Lien which is not a Permitted Encumbrance.

5.14 No Labor Disputes. As of the Closing Date, no Borrower is involved in any material labor dispute; there are no strikes or walkouts or union organization of any Borrower's employees threatened (to the best knowledge of Borrowers) or in existence and no labor contract is scheduled to expire during the Term other than as set forth on Schedule 5.14 hereto.

5.15 Margin Regulations. No Borrower is engaged, nor will it engage, principally or as one of its important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time hereafter in effect. No part of the proceeds of any Advance will be used for "purchasing" or "carrying" "margin stock" as defined in Regulation U of such Board of Governors.

5.16 Investment Company Act. No Borrower is an "investment company" registered or required to be registered under the Investment Company Act of 1940, as amended, nor is it controlled by such a company.

5.17 Disclosure. No representation or warranty made by any Borrower in this Agreement, any Other Documents, or in any financial statement, report, certificate or any other document furnished in connection herewith or therewith contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or

therein not misleading. There is no fact known to any Borrower or which reasonably should be known to such Borrower which such Borrower has not disclosed to Agent in writing with respect to the Transactions which could reasonably be expected to have a Material Adverse Effect.

5.18 Perfection of Security Interests. The provisions of this Agreement and the Other Documents (i) are effective to create in favor of the Agent, for the benefit of the Lenders, legal and valid first priority Liens on and security interests in all rights, title and interests in the Collateral securing the Obligations, subject only to Permitted Encumbrances and (ii) are enforceable against the Borrowers and the Guarantors. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the Uniform Commercial Code or the delivery of account control agreements with respect to deposit accounts and securities accounts, all filings and other actions necessary to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements listing each applicable Borrower or Guarantor, as a debtor, and Agent, as secured party, in the jurisdictions listed next to such Borrower or Guarantor's name on Schedule 5.2(a), or the delivery of control agreements with respect to each of the deposit accounts and securities accounts listed on Schedule 4.15(g) (other than Excluded Accounts). Upon the making of such filings and the delivery of such account control agreements to the Agent, the Agent shall have a perfected security interest in and upon the Collateral (subject only to Permitted Encumbrances) to the extent such security interest can be perfected by the filing of a financing statement or the delivery of an account control agreement. ***[**NTD: Other perfection actions with respect to Collateral to be discussed**]*** Upon filing of the Trademark Security Agreement with the United States Patent and Trademark Office, and the filing of appropriate financing statements naming the relevant Borrower or Guarantor in the jurisdictions listed on Schedule 5.2(a), all action necessary to protect and perfect the security interest created under this Agreement in the United States in and on each Borrower's and Guarantors trademarks has been taken and such perfected security interest is enforceable as such as against any and all creditors of and purchasers from any Borrower or Guarantor.

5.19 Swaps. No Borrower is a party to, nor will it be a party to, any swap agreement whereby such Borrower has agreed or will agree to swap interest rates or currencies unless same provides that damages upon termination following an event of default thereunder are payable on an unlimited "two-way basis" without regard to fault on the part of either party.

5.20 Conflicting Agreements. No provision of any mortgage, indenture, contract, agreement, judgment, decree or order binding on any Borrower or affecting the Collateral conflicts with, or requires any Consent which has not already been obtained to, or would in any way prevent the execution, delivery or performance of, the terms of this Agreement or the Other Documents.

5.21 Application of Certain Laws and Regulations. Neither any Borrower nor any Affiliate of any Borrower is subject to any law, statute, rule or regulation which regulates the incurrence of any Indebtedness, including laws, statutes, rules or regulations relative to common or interstate carriers or to the sale of electricity, gas, steam, water, telephone, telegraph or other public utility services.

5.22 Business and Property of Borrowers. Upon and after the Closing Date, Borrowers do not propose to engage in any business other than those businesses in which the Borrowers are engaged on the date of this Agreement or that are reasonably related thereto and activities necessary to conduct the foregoing. On the Closing Date, each Borrower will own all the property and possess all of the rights and Consents necessary for the conduct of the business of such Borrower.

5.23 [RESERVED].

5.24 Anti-Terrorism Laws.

(a) General. Neither any Borrower nor any Affiliate of any Borrower is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(b) Executive Order No. 13224. Neither any Borrower nor any Affiliate of any Borrower or their respective agents acting or benefiting in any capacity in connection with the Advances or other transactions hereunder, is any of the following (each a "Blocked Person"):

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224;

(iii) a Person or entity with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order No. 13224;

(v) a Person or entity that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list, or

(vi) a Person or entity who is affiliated or associated with a Person or entity listed above.

Neither any Borrower nor to the knowledge of any Borrower, any of its agents acting in any capacity in connection with the Advances or other transactions hereunder (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (ii) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224.

5.25 Trading with the Enemy. No Borrower has engaged, nor does it intend to engage, in any business or activity prohibited by the Trading with the Enemy Act.

5.26 [RESERVED].

5.27 Equity Interests. The authorized and outstanding Equity Interests of each Borrower (other than Unitek Parent), and each legal and beneficial holder thereof as of the Closing Date, is as set forth on Schedule 5.27 hereto. All of the Equity Interests of each Borrower have been duly and validly authorized and issued and are fully paid and, in the case of Equity Interests evidencing corporate interests, non-assessable and have been sold and delivered to the holders hereof in compliance with, or under valid exemption from, all federal and state laws and the rules and regulations of each Governmental Body governing the sale and delivery of securities. As of the Closing Date, except for the rights and obligations set forth on Schedule 5.27, there are no subscriptions, warrants, options, calls, commitments, rights or agreement by which any Borrower or any of the shareholders of any Borrower is bound relating to the issuance, transfer, voting or redemption of shares of its Equity Interests or any pre-emptive rights held by any Person with respect to the Equity Interests of Borrowers. As of the Closing Date, except as set forth on Schedule 5.27, Borrowers have not issued any securities convertible into or exchangeable for shares of its Equity Interests or any options, warrants or other rights to acquire such shares or securities convertible into or exchangeable for such shares.

5.28 Commercial Tort Claims. No Borrower is a party to any commercial tort claims except as set forth on Schedule 5.28 hereto (which Schedule 5.28 may be updated at any time upon written notice to Agent).

5.29 Letter of Credit Rights. No Borrower has any letter of credit rights, except as set forth on Schedule 5.29 hereto (which Schedule 5.29 may be updated at any time upon written notice to Agent).

5.30 Material Contracts. Schedule 5.30 sets forth all Material Contracts of the Borrowers (which Schedule 5.30 may be updated at any time upon written notice to Agent). Except as disclosed on Schedule 5.30, all Material Contracts are in full force and effect and no material defaults currently exist thereunder.

5.31 Material Adverse Effect. Since the Closing Date, there shall not have occurred any event, condition or state of facts which could reasonably be expected to have a Material Adverse Effect.

VI. AFFIRMATIVE COVENANTS.

Each Borrower shall, until payment in full of the Obligations and termination of this Agreement:

6.1 Payment of Fees. Pay to Agent on demand all usual and customary fees and expenses which Agent incurs in connection with (a) the forwarding of Advance proceeds and (b) the establishment and maintenance of any Blocked Accounts or Depository Accounts as provided for in Section 4.15(h). Agent shall, if the Required Lenders so elect, or may, at its option, without making demand, charge Borrowers' Account for all such fees and expenses,

which shall be added to the Obligations, and such expenses shall be deemed authorized by Borrowers and Lenders shall be obliged to fund their respective Revolving Commitment Percentages of the same regardless of whether any of the conditions under Sections 8.2 or 2.2 shall not be satisfied at such time or whether the Commitments of the Lenders hereunder shall have otherwise been terminated at such time.

6.2 Conduct of Business and Maintenance of Existence and Assets. (a) Conduct continuously and operate actively its business according to good business practices and maintain all of its properties useful or necessary in its business in good working order and condition (reasonable wear and tear excepted and except as may be disposed of in accordance with the terms of this Agreement), including all licenses, patents, copyrights, design rights, tradenames, trade secrets and trademarks and take all actions necessary to enforce and protect the validity of any intellectual property right or other right included in the Collateral, expect to the extent that the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect; (b) keep in full force and effect its existence and comply in all material respects with the laws and regulations governing the conduct of its business; and (c) make all such reports and pay all such franchise and other taxes and license fees and do all such other acts and things as may be lawfully required to maintain its rights, licenses, leases, powers and franchises under the laws of the United States or any political subdivision thereof (to the extent such rights, licenses, leases, powers and franchises are material).

6.3 Violations. Promptly notify Agent and Required Lenders in writing of any violation of any law, statute, regulation or ordinance of any Governmental Body, or of any agency thereof, applicable to any Borrower (to the extent such law, statute, regulation, or ordinance is material).

6.4 Government Receivables. Take all steps necessary to protect Agent's interest in the Collateral under the Federal Assignment of Claims Act, the Uniform Commercial Code and all other applicable state or local statutes or ordinances and deliver to Agent appropriately endorsed, any instrument or chattel paper connected with any Receivable arising out of contracts between any Borrower and the United States, any state or any department, agency or instrumentality of any of them.

6.5 [RESERVED].

6.6 Execution of Supplemental Instruments. Execute and deliver to Agent from time to time, upon demand, such supplemental agreements, statements, assignments and transfers, or instructions or documents relating to the Collateral, and such other instruments as Agent or Required Lenders may request, in order that the full intent of this Agreement may be carried into effect.

6.7 Payment of Indebtedness. Pay, discharge or otherwise satisfy at or before maturity (subject, where applicable, to specified grace periods and, in the case of the trade payables, to normal payment practices) all its obligations and liabilities of whatever nature, except when the failure to do so could not reasonably be expected to have a Material Adverse Effect or when the amount or validity thereof is currently being Properly Contested, subject at all times to any applicable subordination arrangement in favor of Lenders.

6.8 Standards of Financial Statements. Cause all financial statements referred to in Sections 9.7, 9.8, 9.9 and 9.10 as to which GAAP is applicable to be complete and correct in all material respects (subject, in the case of interim financial statements, to normal year-end audit adjustments and the absence of footnotes) and to be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein (except as concurred in by such reporting accountants or officer, as the case may be, and disclosed therein, subject, as to any period through the first fiscal quarter of 2015, the impact of any "fresh start"[4] accounting or any applicable impairment charges).

6.9 Unrestricted Subsidiaries. The Borrowers may from time to time designate one or more then newly formed or acquired Subsidiaries of the Other Entities as Unrestricted Subsidiaries by written notice to the Agent and Lenders (into which Persons no investments shall have been made by the Borrowers other than investments permitted to be made at such time in Unrestricted Subsidiaries pursuant to Section 7.4). Any Unrestricted Subsidiary may not be subsequently re-designated as Subsidiary or merged or otherwise combined with any Borrower or Subsidiary of a Borrower. Notwithstanding anything herein to the contrary, no Unrestricted Subsidiary shall constitute a "Subsidiary" of UniTek Parent (or of any Subsidiary of UniTek Parent) for any purposes of this Agreement or any of the Other Documents except for the first sentence of this Section, and except that the representations in Sections 5.8(b)(i), 5.8(c), 5.16, 5.24 and 5.25 shall apply to Unrestricted Subsidiaries (as if any reference to any Borrower therein included a reference to each Unrestricted Subsidiary).

6.10 [RESERVED].

6.11 [RESERVED]

6.12 Roll-Up Letters of Credit. With respect to any Existing Roll-Up L/C, or with respect to any Roll-Up Letter of Credit issued to replace any such Existing Roll-Up L/C, Company shall use commercially reasonable efforts at all relevant times to cause the proportionate release, return and/or cancellation by the beneficiaries thereof and the reduction, by amendment or reissuance, of the face amount of such Roll-Up Letter of Credit or Existing Roll-Up L/C, as the case may be, from time to time as any liabilities supported by such letters of credit are extinguished by full or partial payment thereof or otherwise, prior to the reduction or release of any other obligations of the Borrowers or any of their Subsidiaries supporting those same liabilities, and to make payments of the liabilities supported by such Roll-Up Letter of Credit or Existing Roll-Up L/C, as the case may be, so as to avoid drawings thereunder. To the extent that a Roll-Up Letter of Credit has not yet been issued to replace any Existing Roll-Up L/C pursuant to subsection 3.1, Borrowers may amend or reissue such Existing Roll-Up L/C as necessary and appropriate to give effect to the terms of this Section 6.12. The Roll-Up Commitments (or the L/C Commitments, in the case of a release, return, cancellation or reduction of the WTC Letter of Credit) shall be reduced by the amount of any such release, return, cancellation or reduction of a Roll-Up Letter of Credit provided for under this Section 6.12 and such reduction of the Roll-Up Commitments shall reduce each Roll-Up Lender's Roll-Up Commitment ratably (and such reduction of the L/C Commitments shall reduce each L/C Commitment Lender's L/C Commitment ratably).

[4] NTD: Effects of fresh start accounting (and any adjustments to financial definitions, etc.) under review.

6.13 Business Separation Covenants.

(a) On and after the Closing Date, the Initial Pinnacle Cash shall be maintained and held by the DirectSat Subsidiaries and the DirectSat Business in the Pinnacle Cash Account, which shall be subject to blocked account agreements reasonably acceptable to Required Lenders and shall be subject to a first priority lien securing the Obligations. The Borrowers shall from time to time withdraw and apply from the Pinnacle Cash Account solely amounts required to make payments of expenditures on behalf of the Other Business or to "true up" amounts paid by the DirectSat Business (including through UniTek Services Co.) to reflect the proper allocation of cash receipts and expenditures after the Closing Date between the Other Business and the DirectSat Business. From and after the Closing Date, cash on hand of the Other Entities that is cash generated by operations of the Other Business and is properly allocable to the Other Business ("Other Business Allocated Cash") shall be deposited into one or more segregated deposit accounts of the Other Entities (such segregated deposit accounts and/or other segregated deposit accounts of the Other Entities are the "Other Business Account"), which Other Business Account shall be subject to blocked account agreements reasonably acceptable to Required Lenders and shall be subject to a first priority lien securing the Obligations. The Other Business Account shall be separate funds from the accounts, cash and other property of the DirectSat Business and UniTek Services Co., no funds other than the Other Business Allocated Cash shall be deposited into such Other Business Account, and such Other Business Account and the funds therein shall be utilized solely by the Other Entities for working capital and other general corporate purposes in connection with the Other Business. After the Closing Date, the cash expenditures of the Other Business and the cash expenditures allocable to the Other Business shall be funded (without duplication) solely by (i) the Initial Pinnacle Cash, (ii) the Other Business Allocated Cash, (iii) Permitted DirectSat Intercompany Advances, (iv) proceeds from Excluded Issuances and Subordinated Debt and (v) cash on the balance sheet of the Loan Parties as of the Closing Date. The Loan Parties and the Other Entities covenant, acknowledge and agree that (x) neither the Loan Parties nor the DirectSat Subsidiaries nor UniTek Services Co. has any commitment to provide any additional funding to the Other Entities and the Other Business (other than (i) the funding of the Initial Pinnacle Cash and (ii) any funding pursuant to the agreements under the Shared Services Agreement to pay expenses that are allocable to the Other Business on the terms expressly set forth in the Shared Services Agreement), and (y) neither the Loan Parties nor the Other Entities shall make representations to their respective creditors that could reasonably be expected to cause their respective creditors to believe that any of the Loan Parties or the DirectSat Subsidiaries or UniTek Services Co. has made any such commitment. As soon as available after the end of each month following the Closing Date, Borrowers shall deliver to the Lenders copies of the relevant monthly bank statements for the Pinnacle Cash Account showing the balance and activity on such account(s).

(b) The parties desire that none of the Loan Parties and their Subsidiaries that are not Other Entities or the assets of such Loan Parties or such Subsidiaries will be substantively consolidated with the Other Entities or with the assets of the Other Entities and have agreed as set forth in this Section 6.13 to specify certain ways in which the Other Entities, on the one hand, and the Loan Parties and their Subsidiaries other than the Other Entities, on the other hand, shall operate, as between themselves and with third parties, in an effort to prevent any such substantive consolidation. On and after the Closing Date, the Loan Parties (A) shall continue to use commercially reasonable efforts to transfer all or substantially all of the assets (other than

rights under contracts) that are primarily used in the DirectSat Business and liabilities associated with the DirectSat Business, including owned or licensed intellectual property primarily used in the DirectSat Business, to the DirectSat Subsidiaries (and shall use commercially reasonable efforts to maintain all such assets in the DirectSat Subsidiaries), (B) shall continue to use commercially reasonable efforts to transfer all or substantially all of the assets (other than rights under contracts) that are held by the DirectSat Subsidiaries that are primarily used in the Other Business, and liabilities associated with the Other Business, to the Other Entities (and shall use commercially reasonable efforts to maintain all such assets in the Other Entities), and (C) shall continue to use commercially reasonable efforts to cause the employment of all employees of any Loan Parties that are engaged primarily in the DirectSat Business to be transferred to the DirectSat Subsidiaries, and shall use commercially reasonable efforts to cause the DirectSat Subsidiaries (other than UniTek Services Co.) to employ no employees other than employees engaged primarily in the DirectSat Business and to cause UniTek Services Co. to employ no employees other than employees engaged in providing shared services to both the DirectSat Business and the Other Business (and in each case shall thereafter use commercially reasonable efforts to maintain all such employees as employees of the DirectSat Subsidiaries, UniTek Services Co. or the Other Entities, as applicable), and (D) shall continue to use commercially reasonable efforts to assign all material contracts that primarily relate to the Other Business to the Other Entities, except that contracts that relate both to the Other Business and the DirectSat Business will be retained by the DirectSat Subsidiaries and the DirectSat Business or may be assigned to UniTek Services Co.; provided, that nothing in this clause (D) shall be construed to require the Loan Parties or their Subsidiaries to assign or transfer any contractual obligation entered into with a third party, to any of the Other Entities, if such third party counterparty has a right to terminate the applicable contract if such assignment or transfer occurs and such counterparty has refused to consent to such assignment or transfer after commercially reasonable efforts to obtain such consent have been made by the Loan Parties. Following the Closing Date, the Loan Parties shall use commercially reasonable efforts to cause (i) all new contractual obligations entered into that primarily generate revenue or assets for (or represent liabilities or expenses allocable to) the DirectSat Business to be entered into by DirectSat Subsidiaries that are Loan Parties, and (ii) all new contractual obligations entered into that primarily generate revenue or assets for (or represent liabilities or expenses allocable to) the Other Business to be entered into by Other Entities that are Loan Parties; provided, however, that contractual obligations that relate both to the Other Business and the DirectSat Business may be entered into by UniTek Services Co. pursuant to the Shared Services Agreement, and contractual obligations with third parties that primarily generate revenue for the Other Business may be entered into by the DirectSat Subsidiaries and UniTek Services Co. in the event that the Borrower has determined, in the exercise of its reasonable good faith judgment prior to entering into such contractual obligation, that complying with the foregoing provisions of this sentence would be detrimental in any material respect to the ability to induce the applicable counterparty to enter into such contract or otherwise materially adverse to the business of UniTek Parent and its Subsidiaries.

(c) Not later than 10 Business Days after the end of each month commencing with the first full month following the Closing Date, Borrowers shall deliver to the Agent for distribution to the Lenders a written report in reasonable detail on the progress of efforts to comply with the Separation Covenants and shall promptly respond to all reasonable requests for information and access from Lenders and their respective counsel in respect of such progress.

(d) The Loan Parties shall not, and shall cause their Subsidiaries not to, form any Subsidiary after the Closing Date to engage primarily in the Other Business in each case unless such Subsidiary is formed as a wholly-owned direct Subsidiary of existing Other Entities. Any loans or advances by the Other Entities to the DirectSat Subsidiaries or to UniTek Services Co. and vice versa, in each case to the extent otherwise permitted under this Agreement and the Other Documents, will be evidenced by documentation typical of third party lending arrangements and will bear market rates of interest. Within 60 days following the Closing Date, each of the Other Entities engaged in the Other Business shall maintain its material assets in such a manner that is not costly or difficult to segregate, ascertain or otherwise identify its individual material assets from or as against those of UniTek Parent and its Subsidiaries (other than the Other Business and such Other Entities).

(e) The Loan Parties hereby agree as follows: (A) the Loan Parties shall operate, as between themselves and with third parties, exercising commercially reasonable efforts to prevent, and shall not take any actions that would reasonably be expected to cause, any of the DirectSat Subsidiaries or UniTek Services Co. or the assets of the DirectSat Business or UniTek Services Co. to be substantively consolidated with the Other Entities or with the assets of the Other Business; (B) the Loan Parties shall observe customary corporate formalities as between each other, and each of the Other Entities will hold itself out as an entity that is separate from the other Loan Parties and their Subsidiaries and promptly correct any known misrepresentation with respect to the foregoing, and vice versa, and any corporate, transition or transaction services provided by the Other Entities to the other Loan Parties and their Subsidiaries (or vice versa) will be required to be approved by the board of directors (or equivalent governing body) of the DirectSat Subsidiaries and will otherwise be subject to compliance with the terms of this Agreement; (C) the Other Entities shall not acquire securities of UniTek Parent or its DirectSat Subsidiaries or UniTek Services Co. (excluding any notes or other documents evidencing any Permitted DirectSat Intercompany Advances); (D) from and after April 1, 2015, the Other Business shall prepare and maintain accurate and complete accounts, books and records recording its assets, liabilities, expenses and income, separate and distinct from the books and records, assets and liabilities, expenses and income of the DirectSat Business (provided that the DirectSat Subsidiaries and the Other Entities may have, as between each other, shared assets, liabilities, contracts, and Shared Services Agreements as specifically permitted by the Separation Covenants, and provided further, it shall not be a breach of this covenant if such accounts, books and records are not accurate or complete to the extent necessary to prepare separate unaudited balance sheets for the Other Business or the DirectSat Business prior to April 1, 2015); (E) the Loan Parties shall establish and maintain separate management and employees for the DirectSat Business or UniTek Services Co., on the one hand, and the Other Business, on the other hand, in accordance with the terms of their organizational documents as in effect on the Closing Date (after giving effect on such date to amendments thereto that are reasonably satisfactory to Required Lenders); (F) from and after July 1, 2015, (1) the DirectSat Subsidiaries and UniTek Services Co., on the one hand, and the Other Entities, on the other hand, shall maintain separate cash management systems reasonably satisfactory to Required Lenders, including the formation of separate lockboxes for collection of receipts such that customers of the Other Business shall be directed to pay any receipts (whether as payment under contracts or on accounts receivable or otherwise) that are attributable to the Other Business to the lockboxes for the Other Business, and customers of the DirectSat Business shall be directed to pay any receipts (whether as payment under contracts or on accounts receivable or

otherwise) that are attributable to the DirectSat Business to the lockboxes for the DirectSat Business, (2) the Other Entities shall, promptly upon receipt by them of any receipts (whether as payment under contracts or on accounts receivable or otherwise) that are attributable to the DirectSat Business, transfer such receipts to the DirectSat Subsidiaries, (3) the DirectSat Subsidiaries shall, promptly upon receipt by them of any receipts (whether as payment under contracts or on accounts receivable or otherwise) that are attributable to the Other Business, transfer such receipts to the Other Entities and (4) the DirectSat Subsidiaries and the Other Entities shall pay their respective operating expenses and liabilities out of the separate funds of the DirectSat Subsidiaries or the Other Entities, as applicable; provided that the restrictions in clause (F)(4) shall not apply to certain shared overhead and administrative expenses that would not be commercially reasonable to pay from such separate funds and which shall be allocated to the DirectSat Subsidiaries and the Other Entities under the Shared Services Agreement on a basis reasonably related to actual use or value of services rendered, and the Loan Parties shall use commercially reasonable efforts to have the direct obligations to pay such shared overhead and administrative expenses, where the Loan Parties reasonably determine that allocating the direct obligation to pay such expenses on such basis to the Other Entities and the DirectSat Subsidiaries is not practicable or commercially reasonable, allocated to the DirectSat Subsidiaries and UniTek Services Co.; (G) the DirectSat Business and UniTek Services Co. shall not guarantee or otherwise become obligated for the debts of the Other Business (other than with respect to the Obligations) or hold out its or their credit as being available to satisfy the obligations of the Other Business (other than with respect to the Obligations), and vice versa; and (H) from and after the date that is 12 months after the Closing Date, no transaction between the DirectSat Business and/or any one or more of the DirectSat Subsidiaries or UniTek Services Co., on the one hand, and the Other Business and/or any one or more of the Other Entities, on the other hand, shall be permitted other than (1) any transactions with an aggregate value of not more than $100,000 in the ordinary course of business on terms and conditions comparable to an arm's-length transaction (except that transactions consisting of DirectSat Subsidiaries delivering services to third parties on behalf of the Other Business for cash consideration on terms and conditions comparable to an arm's-length transaction may have an aggregate value of up to $1.0 million), (2) transactions for which the costs thereof and receipts therefrom are allocated among the DirectSat Business and the Other Business pursuant to the Shared Services Agreement, (3) any payments on account of any contribution or reimbursement claims of any of the Loan Parties against any of the other Loan Parties with respect to any payments made in respect of the Obligations, and (4) Investments expressly permitted under Section 7.4.

(f) The Shared Services Agreement shall contain arrangements among UniTek Services Co., the DirectSat Business and the Other Business made on an arms' length basis, containing (A) to the extent UniTek Services Co. provides services or property to the DirectSat Business or the Other Business, or the DirectSat Business provides services or property to the Other Business, or vice versa, allocations between UniTek Services Co., the DirectSat Business and the Other Business to the extent practical on the basis of actual use or value of services rendered or a reasonable approximation thereof, (B) pass-through arrangements on an arms-length basis for the DirectSat Business or the Other Business, as applicable, to pass through costs and benefits of contracts where such business is not released from liability under such contract that primarily relates to the other business, (C) to the extent that a DirectSat Subsidiary is not released from liability under a lease of a facility being used by the Other Business, an agreement pursuant to which arrangements are made on an arms-length basis for the Other

Business to indemnify the applicable DirectSat Subsidiary for any liabilities under the lease (including environmental indemnities) and for the DirectSat Subsidiary to pass through costs of the lease on an arm's length basis, (D) with respect to shared space at any premises where employees work for the Other Business and the DirectSat Business, written arms' length arrangements for such shared facilities, including arrangements regarding sharing the costs of infrastructure and other related liabilities at such locations, with allocations in those arrangements being made to the extent practical on the basis of actual use or value of services rendered or otherwise on a basis reasonably related to (and a reasonable approximation of) actual use or the value of services rendered, (E) to the extent UniTek Services Co. or the DirectSat Business provides sales, general or administrative, legal or information technology support functions to the DirectSat Business or the Other Business, arms-length agreements to provide such functions to the extent practical on the basis of actual use or value of services rendered or otherwise on a basis reasonably related to (and a reasonable approximation of) actual use or the value of services rendered and (F) a cash "true up" by the Other Entities of any amounts allocated to the Other Business and by the DirectSat Business of any amounts allocated to the DirectSat Business, and in each case unpaid under the Shared Services Agreement, no less frequently than on a quarterly basis. Any allocations of revenues or costs in the Shared Services Agreement based on historical allocations of use or value between the DirectSat Business and the Other Business shall be required to be adjusted on a periodic basis (and not less frequently than annually) to reflect updated historical information. The Loan Parties shall not amend, modify or otherwise change (or permit the amendment, modification or other change in any manner of) the Shared Services Agreement and any allocation methodologies thereunder, or make any payment that has the same effect as any such amendment, modification or other change, or waive any rights thereunder, in each case where such amendments, modifications or changes, payments or waivers are, individually or in the aggregate, material or would reasonably be expected to be materially adverse to either the DirectSat Business or the Other Business.

(g) Notwithstanding anything to the contrary herein, in the event any provision of Section 6.13 conflicts or is inconsistent with any provision of (i) Section 2.2(b) of the Shared Services Agreement to the extent such provisions of such Section govern rights of access to the respective parties' premises, facilities, equipment, software and personnel, (ii) Section 3.1 of the Shared Services Agreement to the extent such provisions of such Section govern the timing and frequency of invoicing the "Services Fee", calculating the "Fee True Up," recalculating the "Services Fee" (as each such term is defined in the Shared Services Agreement) and reporting regarding the same, (iii) Section 3.2 of the Shared Services Agreement to the extent such provisions of such Section govern the timing of delivery of invoices and the timing of payment thereof and procedures for arbitration of disputes, (iv) Section 4.2 of the Shared Services Agreement, or (v) Section 4.4 of the Shared Services Agreement(in each case, as such Sections of the Shared Services Agreement referenced in clauses (i) through (v) are in effect on the date hereof or as amended, supplemented or otherwise modified from time to time with the prior written consent of the Required Lenders), the applicable provisions of the Shared Services Agreement shall control. The Agent and Lenders hereby acknowledge that the express provisions of Section 2.21 and Schedules 1.1, 2.1(a)(i) and 3.1(a) of the Shared Services Agreement (as in effect on the date hereof or as amended, supplemented or otherwise modified from time to time with the prior written consent of the Required Lenders), in each case to the extent such express provisions govern methodology of calculating the Services to be performed

and the Fully Burdened Cost of providing such Services, do not conflict with Sections [_____] of Section 6.13.

VII. NEGATIVE COVENANTS.

No Borrower shall, until satisfaction in full of the Obligations and termination of this Agreement:

7.1 Merger, Consolidation, Acquisition and Sale of Assets.

(a) Enter into any merger, consolidation or other reorganization with or into any other Person or permit any other Person to consolidate with or merge with it except for (a) any merger or consolidation in connection with a Permitted Acquisition where a Borrower or any Subsidiary party to such merger or consolidation is the surviving entity and (b) mergers between or among any of the Loan Parties or of any Subsidiary of any Loan Party into another Subsidiary or into a Loan Party, in each case except as prohibited by Sections 6.13 and 7.9.

(b) Acquire all or a substantial portion of the assets or Equity Interests of any Person (or any division or business line of any Person) except for Permitted Acquisitions.

(c) Sell, lease, transfer or otherwise dispose of any of its properties or assets, except dispositions of Inventory and Equipment, and dispositions of other property or assets, to the extent expressly permitted by Section 4.3.

(d) Nothing in this Section 7.1 or otherwise in this Agreement shall be construed to permit (i) any merger of any Person with or into UniTek Services Co. or UniTek Parent, or any Permitted Acquisition by UniTek Services Co. or UniTek Parent, or any sale or transfer of the Equity Interests of UniTek Services Co., or (ii) any merger of any Other Entity with or into any DirectSat Subsidiary.

7.2 Creation of Liens. Create or suffer to exist any Lien or transfer upon or against any of its property or assets now owned or hereafter acquired, except Permitted Encumbrances. Without limiting the generality of the foregoing, no Borrower shall create or suffer to exist any Lien or transfer upon or against any of its DIRECTV Inventory in favor of any Person other than DIRECTV (other than Permitted Encumbrances arising under clauses (a), (e), (f) or (k) to the extent such Permitted Encumbrances would not violate the provisions of the HSP Agreement).

7.3 Guarantees. Become liable upon the obligations or liabilities of any Person by assumption, endorsement or guaranty thereof or otherwise (other than to Lenders) except (a) as disclosed on Schedule 7.3, (b) guarantees by one or more Borrower(s) that are DirectSat Subsidiaries of the Indebtedness or obligations of any other Borrower(s) that are DirectSat Subsidiaries, and guarantees by one or more Borrower(s) that are Other Entities of the Indebtedness or obligations of any other Borrower(s) that are Other Entities, to the extent such Indebtedness or obligations are permitted to be incurred and/or outstanding pursuant to the provisions of this Agreement, (c) the Obligations, and (d) the endorsement of checks in the Ordinary Course of Business.

7.4 Investments. Purchase or acquire obligations or Equity Interests of, or any other interest in, any Person, or make advances, loans or extensions of credit to any Person (including UniTek Parent or any Subsidiary or Affiliate) (any such purchase, acquisition, advance, loan or extension of credit, an "Investment"), except:

(a) Investments in cash and Cash Equivalents;

(b) Investments constituting Permitted Acquisitions not resulting in Unrestricted Subsidiaries, solely to the extent financed with (i) proceeds from Excluded Issuances and Subordinated Debt, (ii) in the case of Permitted Acquisitions by the DirectSat Subsidiaries, Excess Cash Flow calculated in accordance with the terms hereof and not required to be applied to the Obligations pursuant to Section 2.21 and not advanced to the Other Business as a Permitted DirectSat Intercompany Advance or theretofore otherwise invested (it being agreed that if such amounts are applied to Permitted Acquisitions by the DirectSat Subsidiaries pursuant to this clause (b) such amounts shall not be permitted to be utilized for investments pursuant to any other clause of this Section 7.4 or advanced as Permitted DirectSat Intercompany Advances, notwithstanding anything in this Agreement to the contrary), and (iii) theretofore unutilized cash and Cash Equivalents of the Other Entities; provided, that proceeds of any such financing sources under this clause (b) may take the form of one or more intercompany loans and/or equity contributions made between or among Loan Parties;

(c) Investments made by the Other Entities constituting Permitted Acquisitions resulting in Unrestricted Subsidiaries, and other Investments in Unrestricted Subsidiaries, in each case solely to the extent such Investment is financed with (i) proceeds from Excluded Issuances and Subordinated Debt; provided, that such proceeds shall be limited to $20,000,000 during the Term, (ii) Permitted Acquisition Financing, (iii) Excess Cash Flow calculated in accordance with the terms hereof and not required to be applied to the Obligations pursuant to Section 2.21 and advanced to the Other Business as a Permitted Intercompany General Advance and not theretofore otherwise invested, and (iv) unutilized cash and Cash Equivalents of the Other Entities (other than from the proceeds of Permitted 2015 Intercompany CapEx Advances, Permitted 2015 Intercompany Restructuring Cost Advances, Permitted 2016 Intercompany Exit Cost Advances, or from cash on the balance sheet of the Loan Parties as of the Closing Date); provided, that (A) the aggregate amount of proceeds used under clauses (iii) and (iv) in connection with such investments (plus any unreimburseable shared services to such Unrestricted Subsidiary as described under Section 7.10(v)) shall not exceed $4,000,000 during the Term, (B) proceeds of any such financing sources under this clause (c) may take the form of one or more intercompany loans and/or equity contributions made between or among Loan Parties and between or among Other Entities and Unrestricted Subsidiaries, (C) no Event of Default shall have occurred and be continuing at the time of the making of such Investment and (D) nothing in Section 7.4 shall be construed to permit the Loan Parties or any of their Subsidiaries to be an obligor or a guarantor with respect to obligations of an Unrestricted Subsidiary or otherwise provide direct or indirect security or credit support for obligations of an Unrestricted Subsidiary;

(d) other intercompany Investments (which may consist of intercompany loans or (other than for investments described in clauses (A)(i) and (A)(iii) below) equity contributions) by any Loan Party in another Loan Party; provided that this clause (d) shall not permit

Investments by UniTek Parent, UniTek Services Co. or any DirectSat Subsidiary in (A) any Other Entity except for (i) Permitted DirectSat Intercompany Advances (to be used for the applicable purposes described in the related defined terms used in such definition), (ii) Investments using proceeds from Excluded Issuances and Subordinated Debt, and (iii) intercompany advances to the Other Entities with proceeds of cash on the balance sheet of the Loan Parties as of the Closing Date, and (B) UniTek Parent; and provided further, that this clause (d) shall not permit Investments by the Other Entities in (A) UniTek Services Co. or any DirectSat Subsidiary so long as any Permitted DirectSat Intercompany Advance is outstanding, and (B) UniTek Parent.

(e) advances, loans, extensions of credit and other Investments existing on the Closing Date and identified on Schedule 7.4 hereof with any modifications, replacements, renewals or extensions thereof; provided that the amount of the original investment is not increased except by the existing terms of such investment or as otherwise expressly permitted by this Section 7.4;

(f) other Investments (excluding Investments in Unrestricted Subsidiaries), so long as (i) such Investments do not exceed $5.0 million in any fiscal year and $12.0 million in the aggregate after the Closing Date, (ii) in the case of any such Investments by the DirectSat Subsidiaries, such Investments are not investments made in the Other Entities and are funded solely from (A) Excluded Issuances, (B) Subordinated Debt, (C) Excess Cash Flow calculated in accordance with the terms hereof and not required to be applied to the Obligations pursuant to Section 2.21 and not advanced to the Other Business as a Permitted DirectSat Intercompany Advance or theretofore otherwise invested (it being agreed that if such amounts are applied to investments by the DirectSat Subsidiaries pursuant to this clause (f) such amounts shall not be utilized for Investments pursuant to any other clause of this Section 7.4 or permitted to be advanced as Permitted DirectSat Intercompany Advances, notwithstanding anything in this Agreement to the contrary) and (D) theretofore unutilized cash and Cash Equivalents of the Other Entities, (iii) in the case of any such Investments by the Other Entities, such Investments are funded solely from (A) Excluded Issuances, (B) Subordinated Debt, (C) theretofore unutilized amounts advanced to the Other Business as Permitted Intercompany General Advances and (D) theretofore unutilized cash and Cash Equivalents of the Other Entities (other than from the proceeds of Permitted 2015 Intercompany CapEx Advances, Permitted 2015 Intercompany Restructuring Cost Advances, Permitted 2016 Intercompany Exit Cost Advances, or from cash on the balance sheet of the Loan Parties as of the Closing Date), and (iv) no Event of Default shall have occurred and be continuing at the time of the making of such Investment;

(g) loans or extension of credit in connection with the extension of commercial trade credit in connection with the sale of Inventory in the Ordinary Course of Business; and

(h) loans and advances by a Loan Party to employees of such Loan Party in the Ordinary Course of Business (including payroll advances and advances for travel, entertainment and relocation expenses) in an aggregate amount for all Loan Parties not to exceed $50,000 at any one time outstanding,

Notwithstanding anything herein to the contrary, no advances, loans or extensions of credit or capital contributions shall be permitted to be made in or to any Other Entity with

respect to which an Insolvency Proceeding or other event of the type that would be an Event of Default described in Section 10.7 or 10.8 (if such Other Entity were a DirectSat Subsidiary for purposes of such Sections) has occurred, other than advances of any theretofore unutilized Permitted 2015 Intercompany CapEx Advances, Permitted 2015 Intercompany Restructuring Cost Advances and Permitted 2016 Intercompany Exit Cost Advances..

7.5 [RESERVED].

7.6 [RESERVED].

7.7 Dividends. (i) Declare, pay or make any dividend or distribution on any Equity Interests of any Borrower (other than dividends or distributions payable in its stock or by accrual of additional shares of its stock, or split-ups or reclassifications of its stock), or (ii) apply any of its funds, property or assets to the purchase, redemption or other retirement of any Equity Interest, or of any options to purchase or acquire any Equity Interest of any Borrower or (iii) make any payments of management fees except that: so long as (a) a notice of termination with regard to this Agreement shall not be outstanding, and (b) no Event of Default or Default shall have occurred after giving pro forma effect to such dividends, Borrowers other than UniTek Parent shall be permitted to pay dividends to any other Borrower.

7.8 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness (exclusive of trade debt) except in respect of (i) Indebtedness to Lenders and the other Obligations; (ii) Indebtedness of Borrowers consisting of Capitalized Lease Obligations and purchase money indebtedness for the Capital Expenditures in an aggregate principal amount not to exceed $7.0 million at any one time, so long as such Indebtedness is not secured by any Collateral or other assets or property of Borrowers other than the assets purchased with the initial proceeds of such Indebtedness; (iii) any guarantees constituting Indebtedness that are permitted under Section 7.3 above; (iv) the Skylink Earnout and other Earn-Out Indebtedness incurred in connection with any Permitted Acquisition, so long as such Indebtedness is unsecured and recourse is limited to the Target of such Permitted Acquisition and no Borrower or Guarantor other than the Target is an obligor or a guarantor with respect to such Indebtedness or is in effect a guarantor or otherwise provides direct or indirect security or credit support therefor, the maximum aggregate payable amount of such other Earn-Out Indebtedness incurred in connection with any single Permitted Acquisition does not exceed 30% of the total consideration paid or potentially paid (including pursuant to such Earn-Out Indebtedness) in connection with such Permitted Acquisition, and the aggregate maximum actual and potential payable amount of such other Earn-Out Indebtedness incurred during the Term does not exceed $15.0 million; (v) Indebtedness consisting of intercompany loans and extensions of credit permitted under Section 7.4; (vi) Indebtedness and other obligations arising under the Holdings Note; (vii) Interest Rate Hedges that are entered into by Borrowers to hedge their risks with respect to outstanding Indebtedness of Borrowers and not for speculative or investment purposes; (viii) Subordinated Debt issued by UniTek Parent, provided that the aggregate principal amount of Subordinated Debt issued for the funding Permitted Acquisitions or investments by the Other Entities in respect of Unrestricted Subsidiaries (together with the amount of Excluded Issuances for such purposes) shall not exceed $20.0 million in the aggregate, and at the time of any issuance of any Subordinated Debt Borrowers shall notify Agent and Lenders in writing of the amount of such Subordinated Debt and the application thereof; (ix) Indebtedness in respect of performance,

surety, bid, appeal bonds or other similar obligations provided in the ordinary course of business, but excluding Indebtedness incurred through the borrowing of money, Capitalized Lease Obligations and purchase money obligations; (x) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; (xi) [reserved]; (xii) cash management obligations and other Indebtedness in respect of netting services, overdraft protections and similar arrangements in each case in connection with cash management and deposit accounts in the ordinary course of business; (xiii) Indebtedness consisting of the financing of insurance premiums, so long as the aggregate amount payable pursuant to such Indebtedness does not materially exceed the amount of the premium for such insurance; (xiv) Indebtedness arising in connection with endorsement of instruments for deposit in the Ordinary Course of Business; (xv) [reserved]; (xvi) any other Indebtedness not otherwise permitted under the preceding clauses (i) through (xiv) that is existing on the Closing Date and listed on Schedule 7.8 hereto and any refinancing thereof (provided that no such refinancing shall increase the principal balance outstanding under such Indebtedness as of the date of such refinancing or shorten the maturity date thereof); and (xvii) additional unsecured Indebtedness of the Borrowers in an aggregate principal amount not to exceed $[500,000] at any one time outstanding.

7.9 Nature of Business. (a) Change the nature of the business in which it is presently engaged, except that (i) the DirectSat Subsidiaries may also engage in businesses reasonably complementary or ancillary to its principal lines of business on the Closing Date, or reasonable extensions thereof, and (ii) the Other Entities may engage in lines of business substantially similar to those lines of business conducted by them on the Closing Date or any business reasonably related, complementary or ancillary thereto or reasonable extensions thereof, (b) in the case of UniTek Parent, engage in business activities or incur material liabilities (other than its primary liability for the Holdings Note and Subordinated Debt, its guarantor liability for the Obligations and customary administrative expenses) or own any material assets other than the equity interests of UniTek Acquisition and any intercompany loans representing the proceeds of Equity Issuances and Subordinated Debt invested under Section 7.4, and (c) in the case of UniTek Acquisition, engage in business activities or incur material liabilities (other than its liability for the Obligations, customary administrative expenses and obligations under any intercompany loan from UniTek Parent) or own any material assets other than the equity interests of the DirectSat Subsidiaries, UniTek Services Co. and the equity interests of the Other Entities and any intercompany loans representing the proceeds of Equity Issuances and Subordinated Debt invested under Section 7.4.

7.10 Transactions with Affiliates. Directly or indirectly, purchase, acquire or lease any property from, or sell, transfer or lease any property to, or otherwise enter into any transaction or deal with, any Affiliate, except for (i) transactions among UniTek Services Co, UniTek Parent and the DirectSat Subsidiaries which are not expressly prohibited by the terms of this Agreement, (ii) transactions among the Other Entities which are not expressly prohibited by the terms of this Agreement, (iii) transactions between any of UniTek Services Co, UniTek Parent and the DirectSat Subsidiaries on the hand and the Other Entities on the other hand which are expressly permitted by this Agreement, (iv) transactions among the Loan Parties and any Affiliate (that is not a Loan Party) which are not expressly prohibited by the terms of this Agreement and on an arm's-length basis on terms and conditions no less favorable than terms

and conditions which would have been obtainable from a Person other than an Affiliate, and (v) shared services provided by any Loan Parties to any Unrestricted Subsidiary on an arm's-length basis, so long as the nature of such services are evidenced by written agreements and all arrangements therefor are disclosed in writing to the Agent and the Lenders and the aggregate amount of credit (including the value of services) extended to such Unrestricted Subsidiaries for which no reimbursements are required shall be counted in the basket limitation set forth in clause (A) to the proviso in Section 7.4(c).

7.11 Leases. Enter as lessee into any lease arrangement for real or personal property (unless capitalized and permitted under Section 7.6 hereof) unless approved in writing by Required Lenders[, except for (i) operating leases in the ordinary course of business, and (ii) leases of real property in the ordinary course of business with monthly payments not to exceed $30,000 in the aggregate for all such leases or property].

7.12 Subsidiaries.

(a) Subject to the provisions of Sections 7.12(b) and 7.12(c), hold any Equity Interests in or form any Subsidiary (which, for the avoidance of doubt, shall exclude any Unrestricted Subsidiary) unless (i) such Subsidiary either (x) expressly joins in this Agreement and the Other Document as a borrower and becomes jointly and severally liable for the Obligations or (y) if Agent shall agree in its sole discretion, becomes a Guarantor of the Obligations and executes a Guarantor Security Agreement, and in either case (x) or (y), such Subsidiary shall grant first priority (subject only to Permitted Encumbrances which, by operation of law (including the priority granted under the Uniform Commercial Code to any purchase money security interests that are Permitted Encumbrances), have senior priority) Liens on substantially all of its assets to secure its liabilities for the Obligations, (ii) both prior to and after giving effect to such acquisition or formation, (x) no Default or Event of Default shall exist and (y) each of the representations and warranties made by any Borrower in or pursuant to this Agreement, any Other Document and any related agreements to which it is a party, or each of the representations and warranties contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement, any Other Document or any related agreement shall be true and correct in all respects with respect to such new Borrower or Guarantor (as if any reference to any Borrower therein included a reference to such new Borrower or Guarantor) on and as of such date as if made on and as of such date (except to the extent any such representation or warranty was expressly made only as of a specified date, in which case such representation or warranty was true and correct as of such date, and except as the context clearly otherwise requires); provided, that the Loan Parties may provide supplements to any disclosure schedules to account for additional information of such new Borrower or Guarantor in accordance with the next sentence, (iii) the Organizational Documents of such Subsidiary shall contain provisions substantially identical to the provisions of the Organizational Documents of the Borrowers as in effect on the date hereof relating to the independent director, bankruptcy remoteness and/or non-consolidation, with any provisions that are not substantially identical to such existing Organizational Documents to be reasonably satisfactory to the Required Lenders, and (iv) Agent shall have received all documents, including legal opinions, it may reasonably require to establish compliance with each of the foregoing conditions. Upon acquisition or formation of any such Subsidiary, the Borrowers may, at their election, supplement each disclosure schedule hereto referenced in Section 4.5, 4.15, 5.2(a),

5.2(b), 5.4, 5.6, 5.8(d), 5.9, 5.10, 5.14, 5.27, 5.28, 5.29, 5.30 and/or 7.4 with respect to any item or matter with respect to such Subsidiary that is necessary to correct any information in such disclosure schedule which has been rendered inaccurate thereby (and, in the case of any supplements to any disclosure schedule, such disclosure schedule shall be appropriately marked to show the changes made therein); provided that no such supplement to any such disclosure schedule shall amend, supplement or otherwise modify any disclosure schedule, or be or be deemed a waiver of any Default or Event of Default resulting from the matters disclosed therein, unless consented to by the Required Lenders in writing, or unless such supplement relates to any item or matter that is not prohibited by the terms hereof and the contents of the disclosure do not evidence an event or circumstance that would give rise to an Event of Default.

(b) Notwithstanding anything to the contrary provided for in paragraph (a) above, if any Subsidiary shall constitute an Inactive Subsidiary as of the Closing Date and be designated by Borrowers as an Inactive Subsidiary by listing such Subsidiary as an Inactive Subsidiary on Schedule 5.2(b) on the Closing Date, Borrowers shall be deemed to be in compliance with the provisions of this Section 7.12 without otherwise satisfying the requirements set forth in paragraph (a) above so long as Borrower shall take all actions requested by Agent to create a first priority pledge and Lien over one hundred percent of the Equity Interests of such Inactive Subsidiary. If at any time any Subsidiary that has previously been designated as an Inactive Subsidiary in accordance with this Section 7.12(b) shall cease to satisfy any of the requirements for an Inactive Subsidiary, Borrowers shall promptly give written notice of such occurrence to Agent and promptly take all steps necessary to comply fully with all the requirements of paragraph (a) above with respect to such Subsidiary.

(c) Notwithstanding anything to the contrary provided for in paragraph (a) above, with respect to any Foreign Subsidiary, Borrowers shall be deemed to be in compliance with the provisions of this Section 7.12 without otherwise satisfying the requirements set forth in paragraph (a) above so long as Borrower shall take all actions requested by Agent to create a first priority pledge and Lien over at least sixty-five percent (65%) of the voting Equity Interest and one hundred percent of non-voting Equity Interests of such Foreign Subsidiary under the laws of New York and/or the laws of the foreign jurisdiction in which such Foreign Subsidiary is organized (including delivery of any applicable foreign law legal opinions requested by Agent).

(d) Enter into any partnership, Joint Venture or similar arrangement involving a DirectSat Subsidiary, UniTek Services Co. or UniTek Parent.

7.13 Fiscal Year and Accounting Changes. Change its fiscal year ending date from December 31st or make any significant change (i) in accounting treatment and reporting practices except as required by GAAP or (ii) in tax reporting treatment except as required by law.

7.14 Pledge of Credit. Now or hereafter pledge Agent's or any Lender's credit on any purchases or for any purpose whatsoever or use any portion of any Advance in or for any business other than such Borrower's business as conducted on the date of this Agreement.

7.15 Amendment of Organizational Documents. (i) Change its legal name, (ii) change its form of legal entity (e.g., converting from a corporation to a limited liability company or vice

versa), (iii) change its jurisdiction of organization or become (or attempt or purport to become) organized in more than one jurisdiction, or (iv) otherwise amend, modify or waive any term or material provision of its Organizational Documents, in any such case without (x) giving at least thirty (30) days prior written notice of such intended change to Lenders, (y) having received from Required Lenders confirmation that all steps necessary to continue the perfection of and protect the enforceability and priority of the Agent's Liens in the Collateral belonging to such Borrower and in the Equity Interests of such Borrower have been taken; provided, that in any case, the provisions of the Organizational Documents of DirectSat USA, LLC and the corresponding provisions of Organizational Documents of any other Borrower or Guarantor relating to the independent director, bankruptcy remoteness and/or non-consolidation shall not be amended, supplemented, modified or waived in any respect adverse to the right or interests of the Agent, Issuer or any Lender and no other amendment, supplement, modification or waiver of the Organizational Documents of any of the Borrowers or their Subsidiaries shall be permitted unless such amendment, supplement, modification or waiver could not reasonably be expected to have a materially adverse effect on the rights or interests of Agent, Issuer and Lenders.

7.16 Compliance with ERISA. (i) (x) Maintain, or permit any member of the Controlled Group to maintain, or (y) become obligated to contribute, or permit any member of the Controlled Group to become obligated to contribute, to any Plan, other than those Plans disclosed on Schedule 5.8(d), (ii) engage, or permit any member of the Controlled Group to engage, in any non-exempt "prohibited transaction", as that term is defined in Section 406 of ERISA or Section 4975 of the Code, (iii) incur, or permit any Plan to incur, any "accumulated funding deficiency", as that term is defined in Section 302 of ERISA or Section 412 of the Code, (iv) terminate, or permit any member of the Controlled Group to terminate, any Plan where such event could result in any liability of any Borrower or any member of the Controlled Group or the imposition of a lien on the property of any Borrower or any member of the Controlled Group pursuant to Section 4068 of ERISA, (v) assume, or permit any member of the Controlled Group to assume, any obligation to contribute to any Multiemployer Plan not disclosed on Schedule 5.8(d), (vi) incur, or permit any member of the Controlled Group to incur, any withdrawal liability to any Multiemployer Plan; (vii) fail promptly to notify Agent of the occurrence of any Termination Event, (viii) fail to comply, or permit a member of the Controlled Group to fail to comply, with the requirements of ERISA or the Code or other Applicable Laws in respect of any Plan, (ix) fail to meet, or permit any member of the Controlled Group to fail to meet, all minimum funding requirements under ERISA and the Code, without regard to any waivers or variances, or postpone or delay or allow any member of the Controlled Group to postpone or delay any funding requirement with respect of any Plan, or (x) cause, or permit any member of the Controlled Group to cause, a representation or warranty in Section 5.8(d) to cease to be true and correct.

7.17 Prepayment of Indebtedness; Earn-Outs.

(a) At any time, directly or indirectly, prepay or repurchase, redeem, retire or otherwise acquire prior to the scheduled maturity thereof (i) any Indebtedness under the Holdings Note or any Subordinated Debt, in each case except as permitted under the terms of the applicable subordination terms or agreement or (ii) any other Funded Debt of any Borrower except for: (x) prepayments of the Obligations and (y) voluntary prepayments of any other Funded Debt (other than Subordinated Debt) to the extent that and only so long as any such

voluntary prepayment under this clause (y) is made when (A) no Default or Event or Default shall exist either before or after giving effect to such voluntary prepayment and (B) after giving effect to such prepayment, Borrowers would be in compliance with the financial covenants set forth in Section 7.25 on a pro forma basis after giving effect to such prepayment.

(b) At any time, directly or indirectly, pay, prepay or repurchase, redeem, retire or otherwise acquire prior to its scheduled maturity, any Indebtedness under the Holdings Note or any Subordinated Debt, or make any payment on account of principal thereof or interest thereon or premium payable in connection with the prepayment or redemption thereof, except that payments in kind of capitalized interest accruing thereon in accordance with the terms of such Indebtedness may be made.

(c) Make any payment in respect of any Earn-Out Indebtedness other than (i) the Skylink Earnout and (ii) so long as no Event of Default has occurred and is then continuing, payments when due of amounts owed with respect to other Earn-Out Indebtedness obligations permitted to be incurred under this Agreement and payable by a Target.

7.18 Anti-Terrorism Laws. No Borrower shall, nor shall it permit any Affiliate or agent to:

(a) Conduct any business or engage in any transaction or dealing with any Blocked Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person.

(b) Deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order No. 13224.

(c) Engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order No. 13224, the USA PATRIOT Act or any other Anti-Terrorism Law. Borrower shall deliver to Lenders any certification or other evidence requested from time to time by any Lender in its sole discretion, confirming Borrower's compliance with this Section.

7.19 Restrictive Agreements. Enter into or otherwise permit itself or its assets to become bound by any contract, instrument or other agreement (other than this Agreement and the Other Documents) which would prohibit or limit the ability of any Borrower other than UniTek Parent to make any dividend or other distribution of any nature (whether in cash, property, securities or otherwise) on account of or in respect of its Equity Interests.

7.20 Trading with the Enemy Act. Engage in any business or activity in violation of the Trading with the Enemy Act.

7.21 [RESERVED].

7.22 [RESERVED].

7.23 Amendment of DIRECTV Documents. Amend, modify or waive, or permit any amendment, modification or waiver of, any term or provision of the HSP Agreement in any

manner materially adverse to Agent or Lenders; terminate the HSP Agreement; permit a modification of the HSP Agreement that results in such contract or letter allowing termination of the HSP Agreement earlier than that in effect on the date hereof; or receive a notice of termination of the HSP Agreement and permit such notice to remain in effect and not be withdrawn for a period of 90 days.

7.24 Transactions with the Other Business. Enter into, directly or indirectly, any transaction or series of related transactions, whether or not in the ordinary course of business, between UniTek Services Co. and the DirectSat Business and/or any one or more of the DirectSat Subsidiaries, on the one hand, and the Other Business, on the other hand, other than (i) any non-material transaction or series of related non-material transactions in the ordinary course of business on terms and conditions comparable to an arm's-length transaction with a person other than an Affiliate, (ii) transactions for which the costs thereof and receipts therefrom are allocated among the DirectSat Business and the Other Business pursuant to the Shared Services Agreement, (iii) transfers of amounts in the Pinnacle Cash Account and other transactions to the extent permitted by Section 6.13 or to the extent expressly provided for in Section 6.13, and in each case not otherwise prohibited by this Agreement, and (iv) Permitted DirectSat Intercompany Advances.

7.25 Financial Covenants.

(a) Permit the Consolidated Leverage Ratio as at the last day of any period of four consecutive fiscal quarters of the Borrowers ending with any fiscal quarter set forth below (commencing with the first fiscal quarter ending after December 31, 2015) to exceed the ratio set forth below opposite such fiscal quarter:

(b) Permit the Consolidated Fixed Charge Coverage Ratio for any period of four consecutive fiscal quarters of the Borrowers (commencing with the first fiscal quarter ending after December 31, 2015) to be less than [___]:1.00.

(c) Make or incur, or permit its Subsidiaries to make or incur, Capital Expenditures in any twelve-month period in an aggregate amount in excess of $[____].

VIII. CONDITIONS PRECEDENT.

8.1 Conditions to Initial Advances. The effectiveness of the Commitments hereunder and the agreement of Lenders to make (or be deemed to make) the initial Advances on the Closing Date is subject to the satisfaction, or waiver by the Required Lenders, of the following conditions precedent on the Closing Date:

(a) Agreement and Notes. Agent shall have received (i) this Agreement, duly executed and delivered by an authorized officer of each Borrower and Agent and the requisite Lenders, and (ii) the Notes payable to each Lender as of the Closing Date, in each case duly executed and delivered by an authorized officer of each Borrower.

(b) Filings, Registrations and Recordings. Each Uniform Commercial Code financing statement required by this Agreement, any related agreement or under law or reasonably requested by any of the Required Lenders to be filed, registered or recorded in order to create, in favor of Agent, a perfected security interest in or lien upon the Collateral shall have been properly filed, registered or recorded in each jurisdiction in which the filing, registration or recordation thereof is so required or requested.

(c) Creation and Perfection of Security Interests. Agent and Lenders shall have received a duly executed Perfection Certificate reasonably satisfactory to Required Lenders. All actions necessary to establish that the Agent will have a perfected first priority security interest (subject to Permitted Encumbrances) in the Collateral under this Agreement and the Other Documents shall have been taken, including, without limitation, duly executed account control agreements, each in form and substance satisfactory to Agent and sufficient to give Agent "control" (for purposes of Articles 8 and 9 of the Uniform Commercial Code) over all accounts, including the Cash Collateral Account, other than Excluded Accounts.

(d) Pledge Agreements and Other Documents. Agent shall have received the executed Other Documents (including, without limitation, a Guaranty, a Guarantor Security Agreement, a Pledge Agreement, and any and all other agreements, instruments and documents necessary or desirable in the opinion of the Agent to satisfy the condition in Section 8.1(c)), all in form and substance satisfactory to Agent and Required Lenders and all duly executed and delivered by an authorized officer of each applicable Borrower.

(e) Closing Certificate. Agent shall have received a closing certificate signed by the Chief Financial Officer of each Borrower dated as of the date hereof, stating that (i) all representations and warranties set forth in this Agreement and the Other Documents are true and correct on and as of such date, (ii) Borrowers are on such date in compliance with all the terms and provisions set forth in this Agreement and the Other Documents and (iii) on such date no Default or Event of Default has occurred and is continuing.

(f) Secretary's Certificates, Authorizing Resolutions and Good Standings of Borrowers. Agent shall have received a certificate of the Secretary or Assistant Secretary (or other equivalent officer, partner or manager) of each Borrower in form and substance satisfactory to Required Lenders dated as of the Closing Date which shall certify (i) copies of resolutions in form and substance reasonably satisfactory to Required Lenders, of the board of directors (or other equivalent governing body, member or partner) of such Borrower authorizing (x) the execution, delivery and performance of this Agreement, the Notes and each Other Document to which such Borrower is a party (including authorization of the incurrence of indebtedness, borrowing of Advances and requesting of Letters of Credit and Roll-Up Letters of Credit on a joint and several basis with all Borrowers as provided for herein), and (y) the granting by such Borrower of the security interests in and liens upon the Collateral to secure all of the joint and several Obligations of the Borrowers (and such certificate shall state that such resolutions have not been amended, modified, revoked or rescinded as of the date of such certificate), (ii) the incumbency and signature of the officers of such Borrower authorized to execute this Agreement and the Other Documents, (iii) copies of the Organizational Documents of such Borrower as in effect on such date, complete with all amendments thereto, and (iv) the good standing (or equivalent status) of such Borrower in its jurisdiction of organization and each applicable

jurisdiction where the conduct of such Borrower's business activities or the ownership of its properties necessitates qualification, as evidenced by good standing certificate(s) (or the equivalent thereof issued by any applicable jurisdiction) dated not more than thirty (30) days prior to the Closing Date, issued by the Secretary of State or other appropriate official of each such jurisdiction as attached to such certificate.

(g) Pledged Stock; Stock Powers; Pledged Notes. Agent shall have received (i) the certificates representing the Equity Interests pledged pursuant to the [Pledge Agreement], together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof and (ii) each promissory note (if any) pledged to Agent pursuant to the [Pledge Agreement] endorsed (without recourse) in blank (or accompanied by an executed transfer form in blank) by the pledgor thereof.

(h) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement) required by the Other Documents or under law or reasonably requested by Agent or any of the Required Lenders to be filed, registered or recorded in order to create in favor of Agent, for the benefit of the Lenders, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Permitted Liens), shall be delivered to Agent in proper form for filing, registration or recordation.

(i) No Litigation. There shall not have been instituted, threatened or be pending against, or with respect to, the Borrowers or any of their Subsidiaries any action, bankruptcy or insolvency, injunction, proceeding, application, order, claim counterclaim or investigation (whether formal or informal) (and there shall have been no material adverse development to any action, application, claim counterclaim or proceeding currently instituted, threatened or pending) before or by any court or any governmental, regulatory or administrative agency or instrumentally, domestic or foreign, or by any other person, domestic or foreign, in connection with the Obligations that would or would reasonably be expected to (i) prohibit, prevent, restrict or delay consummation of the transactions contemplated hereby, (ii) impose burdensome restrictions on the Obligations or (iii) have a Material Adverse Effect.

(j) Fees and Expenses. On the Closing Date, immediately prior to the effectiveness of this Agreement, (x) all accrued interest, fees and expenses accrued and payable through the Closing Date under the Existing DIP Agreement shall have been paid in full in cash, (y) all accrued interest, fees and expenses under the Pre-Petition ABL Loan Documents, and all accrued expenses incurred by NMC and Cetus under the Pre-Petition Term Loan Documents or under the Plan Support Agreement, shall have been paid in full in cash, and (z) Agent shall have received (i) all fees payable to Agent and Lenders and any other applicable Persons on or prior to the Closing Date hereunder, including pursuant to Article III hereof, (ii) all costs and expenses of Agent and Lenders to the extent payable under Section 16.9 hereof and (iii) all fees and expenses to the extent payable on the Closing Date in accordance with the Plan Support Agreement.

(k) Legal Opinions. Agent and Lenders shall have received the executed legal opinions from Morgan, Lewis & Bockius LLP, counsel to the Loan Parties and their Subsidiaries, and the legal opinion of such special and local counsel as may be reasonably required by the Required Lenders. Each such legal opinion shall cover such matters incident to

the transactions contemplated by this Agreement as Agent or any of the Required Lenders may reasonably require.

(l) Insurance. Agent shall have received in form and substance satisfactory to the Required Lenders, (i) certified copies of Borrowers' casualty insurance policies, together with (x) lender loss payable endorsements on the applicable insurers' standard form of loss payee endorsement reasonably acceptable to the Required Lenders naming Agent as a lenders' loss payee and (y) certificates of insurance on appropriate ACORD insurance industry forms naming Agent as a certificate holder, and (ii) certified copies of Borrowers' liability insurance policies, together with (x) endorsements naming Agent as a co-insured on the applicable insurers' standard form of additional endorsement reasonably acceptable to the Required Lenders and (y) certificates of insurance on appropriate ACORD insurance industry forms naming Agent as a certificate holder.

(m) Notice of Borrowing; Payment Instructions. Agent shall have received (i) a notice from Borrowers requesting any Advances to be made (or to be deemed made) on the Closing Date, and (ii) written instructions from Borrowing Agent directing the application of proceeds of the Revolving Advances, if any, made on the Closing Date pursuant to this Agreement.

(n) Consents. Agent shall have received any and all Consents necessary to permit the effectuation of the transactions contemplated by this Agreement and the Other Documents; and, Agent shall have received such Consents and waivers of such third parties as might assert claims with respect to the Collateral, as Agent, Required Lenders and their respective counsel shall deem necessary.

(o) No Material Adverse Change. (i) Since December 31, 2013, there shall not have occurred any event, condition or state of facts which could reasonably be expected to have a Material Adverse Effect other than those events, conditions or states of facts that have been disclosed by filing of a Form 8-K and (ii) no representations made or information supplied to Agent or Lenders shall have proven to be inaccurate or misleading in any material respect or fail to state any material fact necessary to make the statements therein not misleading.

(p) Compliance with Laws. Agent and Required Lenders shall be reasonably satisfied that each Borrower is in compliance (and that the Advances, Commitments and the transactions contemplated hereby to occur on the Closing Date shall be in compliance) with all pertinent federal, state, local or territorial regulations with respect to which the failure to comply could reasonably be expected to have a Material Adverse Effect, including those with respect to the Federal Occupational Safety and Health Act, the Environmental Protection Act, ERISA and the Trading with the Enemy Act.

(q) Confirmation Order. The Confirmation Order confirming the Plan of Reorganization shall approve this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby and be in full force and effect and shall not have been stayed, reversed, amended or modified. Concurrently with the occurrence of the Closing Date, (x) the Plan Effective Date shall have occurred and (y) each Borrower shall have emerged from Chapter 11 of the Bankruptcy Code pursuant to the Plan of Reorganization.

(r) "Know-Your-Customer" Documentation. The Borrowers shall have delivered all documentation and other information reasonably required by regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act, in any case, requested in writing by the Agent or Lenders at least one Business Day prior to the Closing Date.

(s) Budget. The Borrowers shall have delivered the Projections in form and substance satisfactory to the Required Lenders.

(t) Federal Reserve Requirements. The Required Lenders shall be reasonably satisfied that the Borrowers are in full compliance with Regulations T, U and X of the Board of Governors of the Federal Reserve System of the United States, and the Agent shall have received reasonably satisfactory evidence of such compliance reasonably requested by the Required Lenders.

(u) HSP Agreement. The HSP Agreement shall be in full force and effect on the Closing Date, without any waiver, amendment or other modification thereto that has not been approved to in writing by the Required Lenders, and the Required Lenders shall have received on the Closing Date a true and complete copy thereof, certified by the Borrowers as being a true and complete copy of the HSP Agreement as in effect on the Closing Date. On the Closing Date, no "HSP Termination Notice" or "HSP Condition Notice" (as defined in the Plan Support Agreement) or other notice of termination or breach by any party under the HSP Agreement, which notice shall not have been withdrawn upon effectiveness of the Plan Support Agreement, shall have been delivered by any party to the HSP Agreement, and none of the Borrowers nor the Required Lenders shall be aware of any such notice being threatened as of the Closing Date.

(v) Initial Pinnacle Cash. On or prior to the Closing Date, $13.8 million (consisting of $8.0 million for corporate costs of the Other Business and $5.8 million for insurance costs of the Other Business) (the "Initial Pinnacle Cash") of cash shall have been funded pursuant to the "Initial Commitments" under the Existing DIP Agreement, for the benefit of the Other Business, and deposited into one or more segregated deposit accounts (such segregated deposit accounts and/or other segregated deposit accounts of the Other Entities are the "Pinnacle Cash Account"), which accounts shall be subject to one or more deposit account control agreements in favor of Agent and reasonably acceptable to Required Lenders.

(w) Intellectual Property. The Loan Parties shall have identified in writing to Lenders prior to the Closing Date all material registered intellectual property primarily used in the Other Business, all material customer contracts of the Other Business and any Subsidiaries engaged primarily in the Other Business.

(x) Separation Related Conditions. On or prior to the Closing Date, the Loan Parties (A) shall have used commercially reasonable efforts to transfer all or substantially all of the assets (other than rights under contracts) that are primarily used in the DirectSat Business and liabilities associated with the DirectSat Business, including owned or licensed intellectual property primarily used in the DirectSat Business, to the DirectSat Subsidiaries, (B) shall have used commercially reasonable efforts to transfer all or substantially all of the assets (other than rights under contracts) that are held by the DirectSat Subsidiaries that are primarily used in the

Other Business, and liabilities associated with the Other Business, to the Other Entities, and (C) shall have used commercially reasonable efforts to cause the employment of all employees of any Loan Parties that are engaged primarily in the DirectSat Business to be transferred to the DirectSat Subsidiaries, and shall have used commercially reasonable efforts to cause the DirectSat Subsidiaries (other than UniTek Services Co.) to employ no employees other than employees engaged primarily in the DirectSat Business and to cause UniTek Services Co. to employ no employees other than employees engaged in providing shared services to both the DirectSat Business and the Other Business, and (D) shall have used commercially reasonable efforts to assign all material contracts that primarily relate to the Other Business to the Other Entities, except that contracts that relate both to the Other Business and the DirectSat Business will be retained by the DirectSat Subsidiaries and the DirectSat Business or may be assigned to UniTek Services Co.; provided, that nothing in this clause (D) shall be construed to require the Loan Parties or their Subsidiaries to have assigned or transferred any contractual obligation entered into with a third party, to any of the Other Entities, if such third party counterparty has a right to terminate the applicable contract if such assignment or transfer occurs and such counterparty has refused to consent to such assignment or transfer after commercially reasonable efforts to obtain such consent have been made by the Loan Parties. The Shared Services Agreements shall in each case be reasonably satisfactory to the Required Lenders.

(y) Holdings Note. UniTek Parent shall have executed and issued the Holdings Note subject to subordination terms or an agreement, which Holdings Note and subordination terms shall in each case be on terms and conditions acceptable to the Required Lenders.

(z) Other. All corporate and other proceedings, and all documents, instruments and other legal matters in connection with the Transactions shall be satisfactory in form and substance to Required Lenders and counsel to each of AIC, NMC and Cetus.

8.2 Conditions to Each Advance. The agreement of Lenders to make any Advance requested to be made on any date (including the initial Advances on the Closing Date), is subject to the satisfaction of the following conditions precedent as of the date such Advance is made:

(a) Representations and Warranties. Each of the representations and warranties made by any Borrower in or pursuant to this Agreement, the Other Documents and any related agreements to which it is a party, and each of the representations and warranties contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement, the Other Documents or any related agreement shall be true and correct in all respects on and as of such date as if made on and as of such date (except to the extent any such representation or warranty expressly relates only to any earlier and/or specified date, in which case such representation or warranty shall have been true and correct in all respects on such date);

(b) No Default. No Event of Default or Default shall have occurred and be continuing on such date, or would exist after giving effect to the Advances requested to be made, on such date;

(c) Maximum Advances. In the case of any type of Advance requested to be made, after giving effect thereto, the aggregate amount of such type of Advance shall not exceed the maximum amount of such type of Advance permitted under this Agreement;

(d) Use of Revolving Commitments. In the case of a Revolving Advance requested to be made (or a request for the issuance of a Letter of Credit), the Borrowers shall have delivered to the Agent and Lenders concurrently with the request therefor a certificate of a senior officer of Borrowers, to the best of his or her knowledge after due inquiry, that the making of such Revolving Advance or the issuance of such Letter of Credit, as applicable, would not result in a breach of any obligation under any agreements in effect between any of the Borrowers and DIRECTV.

Each request for an Advance by any Borrower hereunder shall constitute a representation and warranty by each Borrower as of the date of such Advance that the conditions contained in this subsection shall have been satisfied.

IX. INFORMATION AS TO BORROWERS.

Each Borrower shall, or (except with respect to Section 9.11) shall cause Borrowing Agent on its behalf to, until satisfaction in full of the Obligations and the termination of this Agreement:

9.1 Disclosure of Material Matters. Immediately upon learning thereof, report to Agent and Lenders all matters materially affecting the value, enforceability or collectability of any portion of the Collateral, including any Borrower's reclamation or repossession of, or the return to any Borrower of, a material amount of goods or claims or disputes asserted by any Customer or other obligor.

9.2 [RESERVED].

9.3 Environmental Reports. Furnish Agent and Lenders, concurrently with the delivery of the financial statements referred to in Sections 9.7 and 9.8, with a certificate signed by the President of Borrowing Agent stating, to the best of his knowledge, that each Borrower is in compliance in all material respects with all federal, state and local Environmental Laws. To the extent any Borrower is not in compliance with the foregoing laws, the certificate shall set forth with specificity all areas of non-compliance and the proposed action such Borrower will implement in order to achieve full compliance.

9.4 Litigation. Promptly notify Agent and Lenders in writing of (a) any claim, litigation, suit or administrative proceeding affecting any Borrower or any Guarantor, whether or not the claim is covered by insurance, and of any litigation, suit or administrative proceeding, which in any such case affects a material portion of the Collateral or which could reasonably be expected to have a Material Adverse Effect and (b) periodic updates (no less frequently than quarterly) and any material developments with respect to the litigation in connection with the Pinnacle Acquisition.

9.5 Material Occurrences. Promptly notify Agent and Lenders in writing upon the occurrence of: (a) any Event of Default or Default and any Major Default Event, (b) any event of

default under any Indebtedness permitted by Section 7.8 (or the receipt of any notice from the holder of any such Indebtedness alleging the occurrence of any such event); (c) any event, development or circumstance whereby any financial statements or other reports furnished to Agent fail in any material respect to present fairly, in accordance with GAAP consistently applied, the financial condition or operating results of any Borrower as of the date of such statements; (d) any accumulated retirement plan funding deficiency which, if such deficiency continued for two plan years and was not corrected as provided in Section 4971 of the Code, could subject any Borrower to a tax imposed by Section 4971 of the Code; (e) each and every default by any Borrower which might result in the acceleration of the maturity of any Indebtedness, including the names and addresses of the holders of such Indebtedness with respect to which there is a default existing or with respect to which the maturity has been or could be accelerated, and the amount of such Indebtedness; (f) any Borrower becomes involved in any material labor dispute, or any strikes or walkouts or union organization of any Borrower's employees is threatened (to the best knowledge of Borrowers) or occurs or any labor contract is entered into which is scheduled to expire during the Term, (g) any communications received from DIRECTV asserting the termination of (or giving notice of an election to terminate) or a default under the HSP Agreement and (h) any other development in the business or affairs of any Borrower or any Guarantor, which could reasonably be expected to have a Material Adverse Effect; in each case describing the nature thereof and the action Borrowers propose to take with respect thereto.

9.6 Shared Services Agreement Information. Furnish Agent and Lenders, (a) at the time delivery thereof is required under the Shared Services Agreement (and in any event within forty-five (45) days following the end of each quarter the report described in Section 3.1(c) of the Shared Services Agreement and any invoice reflecting any Fee True Up (as defined in the Shared Services Agreement) and the accompanying information and calculations, (b) promptly upon delivery or receipt thereof by any party under the Shared Services Agreement, notification of any failure to perform or other breach of the Shared Services Agreement or any billing dispute thereunder, to the extent the amount of liability or damages from breaches and/or involved in billing disputes equals or exceeds $300,000, individually or in the aggregate, over any twelve-month period, and (c) promptly upon the occurrence thereof, notice of any resolution of a breach or purported breach of the Shared Services or a billing dispute under the Shared Services Agreement, in each case where such billing dispute or breach is included in the $300,000 or more of liability or damages from breaches and/or involved in billing disputes over any twelve-month period that triggered the notice requirement under preceding clause (b), and such information as the Required Lenders (or Lenders holding more than 50% of the Exposure of Lenders that are not Affiliated Lenders) may reasonably request relating thereto.

9.7 Annual Financial Statements. Furnish Agent and Lenders within ninety (90) days (or 180 days in the case of financial statements for the fiscal year ending December 31, 2014 and 120 days in the case of financial statements for the fiscal year ending December 31, 2015) after the end of each fiscal year of Borrowers (i) financial statements of Borrowers on a consolidated basis including, but not limited to, statements of income and stockholders' equity and cash flow from the beginning of the current fiscal year to the end of such fiscal year and the balance sheet as at the end of such fiscal year, all prepared in accordance with GAAP applied on a basis consistent with prior practices, and in reasonable detail and complete and correct in all material respects, and reported upon without qualification by an independent certified public accounting

firm selected by Borrowers and satisfactory to Required Lenders (the "Accountants") and (ii) management prepared financial statements of Borrowers on a consolidating basis, including, but not limited to, statements of income and stockholders' equity from the beginning of the current fiscal year to the end of such fiscal year and the balance sheet as at the end of such fiscal year, all prepared in accordance with GAAP applied on a basis consistent with prior practices, and in reasonable detail and complete and correct in all material respects[; provided, however, that the financial statements for the fiscal year ending December 31, 2014 described in preceding clauses (i) and (ii) shall be limited to the consolidated balance sheet of Borrowers]. The report of the Accountants with respect to the audited financial statements described in clause (i) of the foregoing sentence shall be accompanied by a statement of the Accountants certifying that (x) they have caused this Agreement to be reviewed, and (y) in making the examination upon which such report was based either no information came to their attention which to their knowledge constituted an Event of Default or a Default or, if such information came to their attention, specifying any such Default or Event of Default, its nature, when it occurred and whether it is continuing, and such report shall contain or have appended thereto calculations which set forth Borrowers' compliance with the requirements or restrictions imposed by Section 7.25 hereof. In addition, the reports shall be accompanied by a Compliance Certificate.

9.8 Quarterly Financial Statements. Furnish Agent and Lenders within forty-five (45) days after the end of each fiscal quarter, (i) an unaudited balance sheet of Borrowers on a consolidated basis as at the end of such quarter and unaudited statements of income and stockholders' equity and cash flow of Borrowers on a consolidated basis (and commencing with the fiscal quarter ending June 30, 2015, a separate balance sheet and statement of income and stockholders' equity and cash flows for the DirectSat Subsidiaries and UniTek Services Co., on the one hand, and the Other Entities, on the other hand) reflecting results of operations from the beginning of the fiscal year to the end of such quarter and for such quarter, all prepared in accordance with GAAP applied on a basis consistent with prior practices, and in reasonable detail and complete and correct in all material respects, subject to normal and recurring year end adjustments that individually and in the aggregate are not material to Borrowers' business, and (ii) management-prepared financial statements on a consolidating basis (exclusive of cash flows) for the business divisions of Borrowers as have been prepared by Borrowers consistent with past practice. The reports shall be accompanied by a Compliance Certificate.

9.9 Monthly Financial Statements. Furnish Agent and Lenders within thirty (30) days after the end of each fiscal month (excluding the last month in each fiscal quarter), an unaudited balance sheet of Borrowers on a consolidated basis as at the end of such month and unaudited statements of income of Borrowers on a consolidated basis (and commencing with the month ending June 30, 2015, a separate balance sheet and statement of income for the DirectSat Subsidiaries and UniTek Services Co., on the one hand, and the Other Entities, on the other hand) reflecting results of operations from the beginning of the fiscal year to the end of such month and for such month, all prepared in accordance with GAAP applied on a basis consistent with prior practices, and in reasonable detail and complete and correct in all material respects, subject to normal and recurring year end adjustments that individually and in the aggregate are not material to Borrowers' business. The reports shall be accompanied by a Compliance Certificate.

9.10 Permitted 2016 Intercompany Exit Cost Advances. Furnish Agent and Lenders, not later than the Business Day following the making thereof, notice in writing of the making of any Permitted 2016 Intercompany Exit Cost Advance and the uses therefor (in reasonable detail) if any such advance causes the aggregate amount of Permitted 2016 Intercompany Exit Cost Advances to equal or exceed $500,000 or any integral multiple thereof.

9.11 Additional Information. Furnish Agent and Lenders with such additional information as Agent or each of the Required Lenders shall reasonably request in order to enable Agent or Required Lenders to determine whether the terms, covenants, provisions and conditions of this Agreement and the Other Documents have been complied with by Borrowers including, without the necessity of any request by Agent or Required Lenders, (a) copies of all environmental audits and reviews, (b) at least thirty (30) days prior thereto, notice of any Borrower's opening of any new office or place of business or any Borrower's closing of any existing office or place of business, and (c) promptly upon any Borrower's learning thereof, notice of any labor dispute to which any Borrower may become a party, any strikes or walkouts relating to any of its plants or other facilities, and the expiration of any labor contract to which any Borrower is a party or by which any Borrower is bound, in each case which could reasonably be expected to have a Material Adverse Effect.

9.12 Projected Operating Budget. Furnish Agent and Lenders, no later than sixty (60) days following the beginning of each Borrower's fiscal years, commencing with fiscal year 2015, a month by month projected operating budget and cash flow of Borrowers on a consolidated basis for such fiscal year (including an income statement for each month and a balance sheet as at the end of the last month in each fiscal quarter), such projections to be accompanied by a certificate signed by the Chief Financial Officer of each Borrower to the effect that such projections have been prepared on the basis of sound financial planning practice consistent with past budgets and financial statements and that such officer has no reason to question the reasonableness of any material assumptions on which such projections were prepared.

9.13 Excess Cash Flow. No later than the date that is the earlier of (x) the date on which the financial statements of the Borrower referred to in Section 9.7 for any fiscal year ending on or after December 31, 2015 are required to be delivered to the Lenders and (y) the date such financial statements are actually delivered, the Borrowers shall provide a written report demonstrating in reasonable detail the calculation of Excess Cash Flow for such fiscal year. On or before the third day prior to the Excess Cash Flow Application Date for the applicable fiscal year's Excess Cash Flow, the Borrowers may give Agent and the Lenders written notice that they intend following such date to use a portion of such Excess Cash Flow (a) with respect to Excess Cash Flow for the fiscal year ending December 31, 2015, to fund intercompany advances to the Other Business consisting of not more than $2.0 million of such Excess Cash Flow (which, solely for purposes of this clause (a) shall be calculated without any deduction for the amount permitted to be used in this clause (a)), which advances described in this clause (a) shall be made and applied solely for purposes of funding Capital Expenditures of the Other Business, provided that the $2.0 million amount described in this clause (a) shall be reduced by the gross amount of cash received after the Closing Date and prior to the making of such advances on account of accounts receivable of the Other Business outstanding on the Closing Date, to the extent such gross cash received exceeds the aggregate amount of accounts payable of the Other Business that

are current and outstanding as of the Closing Date (the amounts described in this clause (a) permitted to be advanced for purposes of funding such Capital Expenditures, the "***Permitted 2015 Intercompany CapEx Advances***"); (b) with respect to Excess Cash Flow (which, for avoidance of doubt, will be reduced for purposes of the calculations in this clause (b) by the amount that Borrowers have elected in writing to advance to the Other Business as Permitted 2015 Intercompany CapEx Advances (so long as the amount so elected shall not exceed the amount of Permitted 2015 Intercompany CapEx Advances calculated in accordance with preceding clause (a)), for the fiscal year ending December 31, 2015, to fund intercompany advances in the amount of the difference between (x) 50% of such Excess Cash Flow less (y) the Permitted Balance Sheet Excess Amount, which advances described in this clause (b) shall be made and applied solely for purposes of funding restructuring, wind down or exit costs of the Other Business (the amounts described in this clause (b) permitted to be advanced for such purposes, the "***Permitted 2015 Intercompany Restructuring Cost Advances***"); (c) [reserved]; and (d) with respect to Excess Cash Flow for the fiscal year ending December 31, 2016 and thereafter, to fund advances in the amount of 25% of such Excess Cash Flow (and for avoidance of doubt, for purposes of this clause (d), Excess Cash Flow for the fiscal year ending December 31, 2016, shall be reduced by the amount that Borrowers have advanced to the Other Business as Permitted 2016 Intercompany Exit Cost Advances), which advances described in this clause (d) shall be made and applied solely for purposes of paying liabilities of the Other Business (the amounts described in this clause (d) permitted to be advanced for purposes of funding the Other Business, the "***Permitted Intercompany General Advances***"). On a quarterly basis following the making of each Permitted 2015 Intercompany CapEx Advance, Permitted 2015 Intercompany Restructuring Cost Advance, Permitted 2016 Intercompany Exit Cost Advance and Permitted Intercompany General Advance described in this Section 9.13, Borrowers shall provide a written report to Agent and Lenders describing in reasonable detail the amount and application of the applicable portion of such advance and demonstrating in reasonable detail compliance with the provisions of this Section (including, with respect to any Permitted 2016 Intercompany Exit Cost Advance made prior to the calculation of Excess Cash Flow for the fiscal year ending December 31, 2016, Borrowers' reasonable, good faith calculations that the amounts thereof do not exceed the amount of then accrued Excess Cash Flow for such fiscal year); and if any such advance is applied by the Loan Parties other than in compliance with the preceding sentence, an immediate Event of Default shall be deemed to exist unless such Event of Default is waived in accordance with the terms hereof.

9.14 Notices of Suits, Adverse Events. Furnish Agent and Lenders with prompt written notice of (i) any lapse or other termination of any material Consent issued to any Borrower by any Governmental Body or any other Person that is material to the operation of any Borrower's business, (ii) any refusal by any Governmental Body or any other Person to renew or extend any such material Consent; and (iii) copies of any periodic or special reports filed by any Borrower or any Guarantor with any Governmental Body or Person, if such reports indicate any material change in the business, operations, affairs or condition of any Borrower or any Guarantor, or if copies thereof are requested by Lender, and (iv) copies of any material notices and other communications from any Governmental Body or Person which specifically relate to any Borrower or any Guarantor.

9.15 ERISA Notices and Requests. Furnish Agent and Lenders with immediate written notice in the event that (i) any Borrower or any member of the Controlled Group knows or has

reason to know that a Termination Event has occurred, together with a written statement describing such Termination Event and the action, if any, which such Borrower or any member of the Controlled Group has taken, is taking, or proposes to take with respect thereto and, when known, any action taken or threatened by the Internal Revenue Service, Department of Labor or PBGC with respect thereto, (ii) any Borrower or any member of the Controlled Group knows or has reason to know that a prohibited transaction (as defined in Sections 406 of ERISA and 4975 of the Code) has occurred together with a written statement describing such transaction and the action which such Borrower or any member of the Controlled Group has taken, is taking or proposes to take with respect thereto, (iii) a funding waiver request has been filed with respect to any Plan together with all communications received by any Borrower or any member of the Controlled Group with respect to such request, (iv) any increase in the benefits of any existing Plan or the establishment of any new Plan or the commencement of contributions to any Plan to which any Borrower or any member of the Controlled Group was not previously contributing shall occur, (v) any Borrower or any member of the Controlled Group shall receive from the PBGC a notice of intention to terminate a Plan or to have a trustee appointed to administer a Plan, together with copies of each such notice, (vi) any Borrower or any member of the Controlled Group shall receive any favorable or unfavorable determination letter from the Internal Revenue Service regarding the qualification of a Plan under Section 401(a) of the Code, together with copies of each such letter; (vii) any Borrower or any member of the Controlled Group shall receive a notice regarding the imposition of withdrawal liability, together with copies of each such notice; (viii) any Borrower or any member of the Controlled Group shall fail to make a required installment or any other required payment under Section 412 of the Code on or before the due date for such installment or payment; or (ix) any Borrower or any member of the Controlled Group knows that (a) a Multiemployer Plan has been terminated, (b) the administrator or plan sponsor of a Multiemployer Plan intends to terminate a Multiemployer Plan, or (c) the PBGC has instituted or will institute proceedings under Section 4042 of ERISA to terminate a Multiemployer Plan.

9.16 Additional Documents. Execute and deliver to Agent and Required Lenders, upon request, such documents and agreements as Agent or Required Lenders may, from time to time, reasonably request regarding Borrowers, their Subsidiaries, their businesses and assets and properties and/or to carry out the purposes, terms or conditions of this Agreement.

X. EVENTS OF DEFAULT.

The occurrence of any one or more of the following events shall constitute an "Event of Default" subject to the last paragraph of this Article X:

10.1 Nonpayment. Failure by any Borrower to pay any principal on the Obligations when due or within the period of grace, if any, provided in the instrument or agreement under which such Obligation was created, whether at maturity or by reason of acceleration pursuant to the terms of this Agreement or by notice of intention to prepay, or by required prepayment (including pursuant to Section 2.7), or failure to pay when due any interest on the Obligations or other liabilities or make any other payment, fee or charge provided for herein or in any Other Document when due, which failure continues for a period of three (3) Business Days; or

10.2 Breach of Representation. Any representation or warranty made or deemed made by any Borrower or any Guarantor in this Agreement, any Other Document or any related agreement or in any certificate, document or financial or other statement furnished at any time in connection herewith or therewith shall prove to have been misleading in any material respect on the date when made or deemed to have been made; or

10.3 Financial Information. Failure by any Borrower to perform, keep or observe any term, provision, condition or covenant, contained in (a) Sections 9.7 and 9.8, which failure continues for a period of five (5) Business Days or (b) Sections 9.9, 9.12 or 9.13, which failure continues for a period of ten (10) Business Days; or

10.4 Judicial Actions. Issuance of a notice of Lien, levy, assessment, injunction or attachment against any Borrower's Inventory or Receivables or against a material portion of any Borrower's other property which is not stayed or lifted within thirty (30) days; or

10.5 Noncompliance. (i) Except as otherwise provided for in Sections 10.1, 10.3 and 10.5(ii), failure or neglect of any Borrower or any Guarantor or any Person to perform, keep or observe any term, provision, condition, covenant herein contained, or contained in this Agreement, any Other Document, or any other agreement or arrangement, now or hereafter entered into between any Borrower or any Guarantor or such Person, and Agent or any Lender, which, in the case of any such failure or neglect pursuant to this Section 10.5(i), is not cured within thirty (30) days after the earlier of an officer of any Borrower first becoming aware of any such failure or neglect and Borrowers' receipt of written notice of such failure or neglect or (ii) failure or neglect of any Borrower to perform, keep or observe any term, provision, condition or covenant, contained in Section 4.3 or Article VII; or

10.6 Judgments. Any judgment or judgments, writ(s), order(s) or decree(s) for the payment of money are rendered after the Closing Date against any Borrower or any Guarantor for an aggregate amount in excess of $1,000,000 or against all Borrowers or Guarantors for an aggregate amount in excess of $1,000,000, and (i) action shall be legally taken by any judgment creditor to levy upon assets or properties of any Borrower or any Guarantor to enforce any such judgment, or (ii) there shall be any period of ten (10) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, shall not be in effect, or (iii) any Liens arising by virtue of the rendition, entry or issuance of such judgment upon assets or properties of any Borrower or any Guarantor shall be senior to any Liens in favor of Agent on such assets or properties; or

10.7 Bankruptcy. Any Borrower (other than the Other Entities) shall (i) apply for, consent to or suffer the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or similar fiduciary of itself or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as they become due or cease operations of its present business, (iii) make a general assignment for the benefit of creditors, (iv) commence a voluntary case under any state or federal bankruptcy or receivership laws (as now or hereafter in effect), (v) be adjudicated a bankrupt or insolvent (including by entry of any order for relief in any involuntary bankruptcy or insolvency proceeding commenced against it), (vi) file a petition seeking to take advantage of any other law providing for the relief of debtors, (vii) acquiesce to, or fail to have dismissed, within sixty (60) days, any petition filed

against it in any involuntary case under such bankruptcy laws, or (viii) take any action for the purpose of effecting any of the foregoing;

10.8 Subsidiary Bankruptcy. Any Subsidiary of any Borrower (other than the Other Entities), or any Guarantor (other than the Other Entities) shall (i) apply for, consent to or suffer the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or similar fiduciary of itself or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as they become due or cease operations of its present business, (iii) make a general assignment for the benefit of creditors, (iv) commence a voluntary case under any state or federal bankruptcy or receivership laws (as now or hereafter in effect), (v) be adjudicated a bankrupt or insolvent (including by entry of any order for relief in any involuntary bankruptcy or insolvency proceeding commenced against it), (vi) file a petition seeking to take advantage of any other law providing for the relief of debtors, (vii) acquiesce to, or fail to have dismissed, within sixty (60) days, any petition filed against it in any involuntary case under such bankruptcy laws, or (viii) take any action for the purpose of effecting any of the foregoing; or

10.9 Material Adverse Effect. The occurrence of any Material Adverse Effect; or

10.10 Lien Priority. Any Lien created hereunder or provided for hereby or under any related agreement for any reason ceases to be or is not (or shall be asserted by any Loan Party to not be) a valid and perfected Lien having the priority as set forth under this Agreement or the Other Documents; or

10.11 Cross Default. Either (x) any "event of default" under any other Indebtedness of any Borrower with a then-outstanding principal balance (or, in the case of any Indebtedness not so denominated, with a then-outstanding total obligation amount or total amount potentially due and payable by any Borrower(s)) of $1,500,000 or more, or any other event or circumstance which would permit the holder of any such Indebtedness of any Borrower to accelerate such Indebtedness (and/or the obligations of Borrower thereunder) prior to the scheduled maturity or termination thereof, shall occur (regardless of whether the holder of such Indebtedness shall actually accelerate, terminate or otherwise exercise any rights or remedies with respect to such Indebtedness), in any such case after giving effect to any applicable notice, grace or cure periods or (y) a default of the obligations of any Borrower under any other agreement to which it is a party shall occur which causes a Material Adverse Effect which default is not cured within any applicable grace period; or

10.12 Breach of Guaranty or Pledge Agreement. Termination or breach of any Guaranty, Guaranty Security Agreement, Pledge Agreement or similar agreement executed and delivered to Agent in connection with the Obligations of any Borrower, or if any Guarantor attempts to terminate, challenges the validity of, or its liability under, any such Guaranty, Guaranty Security Agreement, Pledge Agreement or similar agreement; or

10.13 Change of Control. Any Change of Control shall occur; or

10.14 Invalidity. Any material provision of this Agreement or any Other Document shall, for any reason, cease to be valid and binding on any Borrower or any Guarantor, or any Borrower or any Guarantor shall so claim in writing to Agent or any Lender; or

10.15 Licenses. To the extent it could reasonably be expected to have a Material Adverse Effect: (i) Any Governmental Body shall (a) revoke, terminate, suspend or adversely modify any license, permit, patent trademark or tradename of any Borrower or any Guarantor, the continuation of which is material to the continuation of any Borrower's or Guarantor's business, or (b) commence proceedings to suspend, revoke, terminate or adversely modify any such license, permit, trademark, tradename or patent and such proceedings shall not be dismissed or discharged within sixty (60) days, or (c) schedule or conduct a hearing on the renewal of any license, permit, trademark, tradename or patent necessary for the continuation of any Borrower's or Guarantor's business and the staff of such Governmental Body issues a report recommending the termination, revocation, suspension or material, adverse modification of such license, permit, trademark, tradename or patent; (ii) any agreement which is necessary or material to the operation of any Borrower's or any Guarantor's business shall be revoked or terminated and not replaced by a substitute acceptable to Agent within five (5) days after the date of such revocation or termination, and such revocation or termination and non-replacement would reasonably be expected to have a Material Adverse Effect; or

10.16 Seizures. Other than with respect to de minimis items of Collateral not exceeding $250,000 in the aggregate, any portion of the Collateral shall be seized or taken by a Governmental Body, or any Borrower or any Guarantor or the title and rights of any Borrower, any Guarantor which is the owner of any material portion of the Collateral shall have become the subject matter of claim, litigation, suit or other proceeding which could reasonably be expected to, in the opinion of Agent, upon final determination, result in impairment or loss of the security provided by this Agreement or the Other Documents; or

10.17 Operations. The business operations of any Borrowers are interrupted at any time for more than 4 consecutive calendar days, unless such Borrower or Guarantor shall (i) be entitled to receive for such period of interruption, proceeds of business interruption insurance in respect of which a solvent and unaffiliated insurance company has acknowledged coverage in writing and in an amount sufficient to assure that its per diem cash needs during such period is at least equal to its average per diem cash needs for the consecutive three month period immediately preceding the initial date of interruption and (ii) receive such proceeds in the amount described in clause (i) preceding not later than thirty (30) days following the initial date of any such interruption; provided, however, that notwithstanding the provisions of clauses (i) and (ii) of this section, an Event of Default shall be deemed to have occurred if such Borrower shall be receiving the proceeds of business interruption insurance for a period of thirty (30) consecutive days;

10.18 Pension Plans. An event or condition specified in Sections 7.16 or 9.15 hereof shall occur or exist with respect to any Plan and, as a result of such event or condition, together with all other such events or conditions, any Borrower or any member of the Controlled Group shall incur, or in the opinion of Agent be reasonably likely to incur, a liability to a Plan or the PBGC (or both) which, in the reasonable judgment of Agent, would have a Material Adverse Effect; or

10.19 HSP Agreement. The HSP Agreement shall be amended, modified or waived in any manner that has not been approved in writing by the Required Lenders to the extent such amendment, modification or waiver, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect; or the HSP Agreement shall cease to be in full force and effect; or an "HSP Termination Notice" or "HSP Condition Notice" (as defined in the Plan Support Agreement) or other notice of termination or breach by any party under the HSP Agreement shall have been delivered by any party to the HSP Agreement; or

10.20 ERISA. One or more ERISA Events or noncompliance with respect to Foreign Plans shall have occurred that, when taken together with all other such ERISA Events and noncompliance with respect to Foreign Plans that have occurred, could reasonably be expected to result in liability of any Loan Party and its ERISA Affiliates in an aggregate amount exceeding $250,000 or the imposition of a Lien on any properties of a Loan Party; or

10.21 Shared Services Agreement. (i) Any material provision of the Shared Services Agreement shall, for any reason, cease to be valid and binding on any Borrower or any Guarantor, or any Borrower or any Guarantor shall so claim in writing, and an alternative agreement to such provision reasonably satisfactory to Required Lenders shall not be entered into within 30 days thereof, or any party to the Shared Services Agreement shall fail to comply with the terms thereof and such failure to comply is not cured within 30 days, in each case if such provision ceasing to be valid or binding or such failure to comply would reasonably be expected to be materially adverse to the rights or interests of the Agent or the Lenders; or (ii) the Loan Parties shall fail to comply with the last sentence Section 6.13(f); or (iii) any party to the Shared Services Agreement shall underpay or overpay its monetary obligations thereunder (it being understood that the foregoing reference to underpayment or overpayment shall not be construed to refer to payment or non-payment of amounts that are reflected in the ordinary course of the quarterly "true-up" under the Shared Services Agreement until such time as such amounts are reflected in such true-up; and it being further agreed that no party to the Shared Services Agreement may agree to any amendments, modifications, changes or waivers thereto that would have the effect of waiving such overpayments or underpayments) by more than $100,000 in the aggregate and such overpayment or underpayment is not cured within 30 days after any Borrower becomes aware of or is notified of such overpayment or underpayment; provided, that if within such 30-day period such overpayment or underpayment becomes subject to a bona fide dispute for which an arbitration procedure is commenced under and in accordance with the Shared Services Agreement, such cure period shall be extended to 30 days following the resolution of such dispute in such arbitration procedure.

Permitted Cure. In the event the Loan Parties fail to comply with the financial covenants set forth in Section 7.25 for any fiscal quarter or fail to make a payment, in each case resulting in an Event of Default, any proceeds received by the Borrowers from an Excluded Issuance or issuance of Subordinated Debt (a) in the case of a payment default, within fifteen (15) days after the day on which such missed payment was due and (b) in the case of a financial covenant default, within ten (10) days after the day on which financial statements are required to be delivered for that Fiscal Quarter, in each case will, at the irrevocable election of Borrowers, (i) if the applicable Event of Default is a payment default, be deemed to cure such payment default to the extent such missed payment is paid in full or (ii) if the applicable Event of Default is a financial covenant default, be included in the calculation of EBITDA solely for the purposes of

determining compliance with such financial covenants at the end of such fiscal quarter and any subsequent period that includes such fiscal quarter (any such equity contribution or proceeds of Subordinated Debt, a "Permitted Cure"); *provided* that (i) the Borrowers shall not be permitted to so request that a Permitted Cure be included in the calculation of Consolidated EBITDA with respect to any fiscal quarter or be applied to cure a missed payment unless, after giving effect to such requested Permitted Cure, there will be at least two fiscal quarters in the Relevant Four Fiscal Quarter Period in which no Permitted Cure has been made, (ii) no more than four (4) Permitted Cures will be made in the aggregate, (iii) the amount of any Permitted Cure and the use of proceeds therefrom used to cure a financial covenant default will be no greater than the amount required to cause Borrower to be in compliance with the financial covenants in this Agreement, (iv) the amount of any Permitted Cure and the use of proceeds therefrom used to cure a payment default will be no greater than the amount required to make such missed payment in full, (v) all Permitted Cures and the use of proceeds therefrom will be disregarded for all other purposes under this Agreement and the Other Documents (including calculating Consolidated EBITDA for purposes of determining basket levels and other items governed by reference to Consolidated EBITDA), (vi) the proceeds of all Permitted Cures used to cure a financial covenant default will be applied to prepay the outstanding First Out Tranche Advances (other than Revolving Advances), and (vii) the proceeds of all Permitted Cures used to cure a payment default will be applied to make such missed payment in full. To the extent that the proceeds of a Permitted Cure used to cure a financial covenant default are used to repay Indebtedness, such Indebtedness shall not be deemed to have been repaid for purposes of calculating any financial covenant set forth in Section 7.25 for the Relevant Four Fiscal Quarter Period. For purposes of this paragraph, the term "Relevant Four Fiscal Quarter Period" shall mean, with respect to any requested Permitted Cure, the four fiscal quarter period ending on (and including) the fiscal quarter in which Consolidated EBITDA will be increased as a result of such Permitted Cure (in the case of a Permitted Cure used to cure a financial covenant default) or in which such payment default occurs (in the case of a Permitted Cure used to cure a payment default).

XI. LENDERS' RIGHTS AND REMEDIES AFTER DEFAULT.

11.1 Rights and Remedies.

(a) Upon the occurrence of: (i) an Event of Default pursuant to Section 10.7 all Obligations shall be immediately due and payable and the obligation of Lenders to make Revolving Advances to Borrowers shall be deemed terminated; and, (ii) any of the other Events of Default and at any time thereafter, at the option of Required Lenders all Obligations shall be immediately due and payable and Required Lenders shall have the right to terminate the obligation of Lenders to make Revolving Advances; and (iii) without limiting Section 8.2 hereof, any Default under Section 10.7(vii) hereof arising from a filing of a petition against any Borrower (other than any Other Entity) in any involuntary case under any state or federal bankruptcy laws, the obligation of Lenders to make Revolving Advances hereunder shall be suspended until such time as such involuntary petition shall be dismissed or an Event of Default under Section 10.7(vii) shall occur. Upon the occurrence of any Event of Default, Agent shall have the right to exercise any and all rights and remedies provided for herein, under the Other Documents, under the Uniform Commercial Code and at law or equity generally, including the right to foreclose the security interests granted herein and to realize upon any Collateral by any available judicial procedure and/or to take possession of and sell any or all of the Collateral with

or without judicial process. If the maturity of the Obligations shall be accelerated (under any provision of this Section 11.1 or otherwise), a premium equal to the Repayment Premium (determined as if the Second Out Tranche Advances were repaid at the time of such acceleration at the option of the Borrowers pursuant to Section 2.21(a)) shall become immediately due and payable on account of the Second Out Tranche Advances, and the Borrowers will pay such premium, as compensation to the Second Out Tranche Lenders for the loss of their investment opportunity and not as a penalty (but as presumed liquidated damages sustained by each Second Out Tranche Lender in view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation, under the circumstances currently existing, of the Second Out Tranche Lenders' lost profits as a result thereof), whether or not an Insolvency Event has commenced, and (if an Insolvency Event has commenced) without regard to whether such Insolvency Event is voluntary or involuntary, or whether payment occurs pursuant to a motion, plan of reorganization, or otherwise, and without regard to whether the Advances and other Obligations are satisfied or released by foreclosure (whether or not by power of judicial proceeding), deed in lieu of foreclosure or by any other mean. Without limiting the foregoing, any redemption, prepayment, repayment, or payment of the Obligations in or in connection with an Insolvency Event shall constitute a voluntary prepayment of the Second Out Tranche Advances under the terms of Section 2.21(a) and require the immediate payment of the Repayment Premium with respect thereto. EACH BORROWER EXPRESSLY WAIVES (TO THE FULLEST EXTENT IT MAY LAWFULLY DO SO) THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE REPAYMENT PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION. Each Borrower expressly agrees (to the fullest extent may lawfully do so) that: (A) the Repayment Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the Repayment Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between Lenders and the Borrowers giving specific consideration in this transaction for such agreement to pay the Repayment Premium; and (D) such Borrower shall be estopped hereafter from claiming differently than as agreed to in the foregoing provisions of this paragraph. Agent may enter any of Borrower's premises or other premises without legal process and without incurring liability to any Borrower therefor, and Agent may thereupon, or at any time thereafter, in its discretion (or at the direction of the Required Lenders) without notice or demand, take the Collateral and remove the same to such place as Agent may deem advisable and Agent may require Borrowers to make the Collateral available to Agent at a convenient place. With or without having the Collateral at the time or place of sale, Agent may, at the direction of the Required Lenders, sell the Collateral, or any part thereof, at public or private sale, at any time or place, in one or more sales, at such price or prices, and upon such terms, either for cash, credit or future delivery, as Agent (at the direction of the Required Lenders) may elect. Except as to that part of the Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Agent shall give Borrowers reasonable notification of such sale or sales, it being agreed that in all events written notice mailed to Borrowing Agent at least ten (10) days prior to such sale or sales is reasonable notification. At any public sale Agent (at the direction of the Required Lenders) or any Lender may bid for and become the purchaser, and Agent, any Lender or any other purchaser at any such sale thereafter shall hold the Collateral sold absolutely free from any claim or right of whatsoever kind, including any equity of redemption and all such

claims, rights and equities are hereby expressly waived and released by each Borrower. In connection with the exercise of the foregoing remedies, including the sale of Inventory, Agent is granted a perpetual nonrevocable, royalty free, nonexclusive license and Agent is granted permission to use all of each Borrower's (a) trademarks, trademark applications, trade styles, trade names, patents, patent applications, copyrights, copyright applications, service marks, licenses, franchises and other proprietary rights which are used or useful in connection with Inventory for the purpose of marketing, advertising for sale and selling or otherwise disposing of such Inventory and (b) Equipment for the purpose of completing the manufacture of unfinished goods. The cash proceeds realized from the sale of any Collateral shall be applied to the Obligations in the order set forth in Section 11.5 hereof. Noncash proceeds will only be applied to the Obligations as they are converted into cash. If any deficiency shall arise, Borrowers shall remain liable to Agent and Lenders therefor.

(b) To the extent that Applicable Law imposes duties on the Agent to exercise remedies in a commercially reasonable manner, each Borrower acknowledges and agrees that it is not commercially unreasonable for the Agent: (i) to fail to incur expenses reasonably deemed significant by the Agent to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition; (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of; (iii) to fail to exercise collection remedies against Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral; (iv) to exercise collection remedies against Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists; (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature; (vi) to contact other Persons, whether or not in the same business as any Borrower, for expressions of interest in acquiring all or any portion of such Collateral; (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature; (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets; (ix) to dispose of assets in wholesale rather than retail markets; (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Agent against risks of loss, collection or disposition of Collateral or to provide to the Agent a guaranteed return from the collection or disposition of Collateral; or (xii) to the extent deemed appropriate by the Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Agent in the collection or disposition of any of the Collateral. Each Borrower acknowledges that the purpose of this Section 11.1(b) is to provide non-exhaustive indications of what actions or omissions by the Agent would not be commercially unreasonable in the Agent's exercise of remedies against the Collateral and that other actions or omissions by the Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 11.1(b). Without limitation upon the foregoing, nothing contained in this Section 11.1(b) shall be construed to grant any rights to any Borrower or to impose any duties on Agent that would not have been granted or imposed by this Agreement or by Applicable Law in the absence of this Section 11.1(b).

11.2 Agent's Discretion. Agent, acting at the direction of the Required Lenders, shall have the right in its sole discretion to determine which rights, Liens, security interests or remedies Agent may at any time pursue, relinquish, subordinate, or modify or to take any other action with respect thereto and such determination will not in any way modify or affect any of Agent's or Lenders' rights hereunder.

11.3 Setoff. Subject to Section 14.12, in addition to any other rights which Agent or any Lender may have under Applicable Law, upon the occurrence of an Event of Default hereunder, Agent and such Lender shall have a right, immediately and without notice of any kind, to apply any Borrower's property held by Agent and such Lender to reduce the Obligations and to exercise any and all rights of setoff which may be available to Agent and such Lender with respect to any deposits held by Agent or such Lender.

11.4 Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative.

11.5 Allocation of Payments After Event of Default. Notwithstanding any other provisions of this Agreement to the contrary, after the occurrence and during the continuance of an Event of Default, all amounts collected or received by the Agent on account of the Obligations (including without limitation any amounts outstanding under any of the Other Documents), or in respect of the Collateral may, at Agent's discretion, or shall, upon direction of the Required Lenders, be paid over or delivered as follows:

FIRST, to the payment of all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented attorneys' fees) of the Agent in connection with enforcing its rights and the rights of the Lenders under this Agreement and the Other Documents;

SECOND, to payment of any fees and other amounts owed to the Agent under this Agreement;

THIRD, to the payment of all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) of each of (i) AIC and its Affiliates and Approved Funds, so long as they collectively hold an Exposure Percentage that is no less than 50% of their Exposure Percentage held on the Closing Date, and (ii) New Mountain and Cetus and their respective Affiliates and Approved Funds, so long as they collectively hold more than 50% of the outstanding Exposure (exclusive of the outstanding Exposure held by AIC and its Affiliates and Approved Funds), and (iii) to the extent New Mountain and Cetus and their respective Affiliates and Approved do not hold at least the amount of outstanding Exposure set forth in clause (ii) above, those Lenders who have retained the same legal counsel and who collectively satisfy clause (a),(b) or (c) of the definition of Required Lenders, in the case of each of the foregoing clauses (i), (ii) and (iii) (all Lenders included in any of clauses (i), (ii) or (iii), collectively, the "Specified Lenders"), to the extent such costs and expenses are owing to such Lender pursuant to the terms of this Agreement;

FOURTH, to the payment of all of the Obligations consisting of accrued fees and interest with respect to the First Out Tranche Advances, the Revolving Commitments, the Letters of Credit, the L/C Commitments, the WTC Letter of Credit, the Roll-Up Commitments and the Roll-Up Letters of Credit;

FIFTH, to the ratable payment or cash collateralization, as the case may be, of the outstanding principal amount of the First Out Tranche Advances and the funded exposure and unfunded exposure (at 105% of the unfunded exposure), respectively, under any outstanding Letters of Credit, the WTC Letter of Credit and the other Roll-Up Letters of Credit;

SIXTH, to the payment of all of the Obligations consisting of accrued fees and interest with respect to the Second Out Tranche Advances;

SEVENTH, to the payment of all other Obligations relating to the Second Out Tranche Advances, including the outstanding principal amount of the Second Out Tranche Advances and any Repayment Premium owed with respect thereto;

EIGHTH, to all other Obligations provided for in this Agreement or the Other Documents or otherwise which shall have become due and payable and not repaid pursuant to clauses "FIRST" through "SEVENTH" above, and

NINTH, to the payment of the surplus, if any, to whoever may be lawfully entitled to receive such surplus.

In carrying out the foregoing, (i) amounts received shall be applied in the numerical order provided until exhausted prior to application to the next succeeding category; (ii) each of the Lenders shall receive an amount equal to its Ratable Share of amounts available to be applied pursuant to clauses "FOURTH", "FIFTH", "SIXTH", "SEVENTH" and "EIGHTH" above; and (iii) to the extent that any amounts available for distribution pursuant to clause "FIFTH" above are attributable to the issued but undrawn amount of outstanding Letters of Credit, the WTC Letter of Credit or the other Roll-Up Letters of Credit, such amounts shall be held by the Agent as cash collateral as provided for in Section 3.2(b) hereof and applied (A) first, to reimburse the Issuer from time to time for any drawings under such Letters of Credit, such WTC Letter of Credit and such Roll-Up Letters of Credit and (B) then, following the expiration of all Letters of Credit, the WTC Letter of Credit and the other Roll-Up Letters of Credit, to all other obligations of the types described in clauses "SIXTH", "SEVENTH", "EIGHTH" and "NINTH" above in the manner provided in this Section 11.5.

The parties hereto irrevocably agree and acknowledge that this Agreement (including the provisions set forth in this clause Article XI) constitute a "subordination agreement" as such term is contemplated by, and utilized in, Section 510(a) of the Bankruptcy Code, and is intended to be and shall be interpreted to be enforceable to the maximum extent permitted pursuant to applicable non-bankruptcy law, and that the terms hereof will survive, and will continue in full force and effect and be binding upon each of the parties hereto, in any Insolvency Proceeding. If any Lender collects or receives any amounts on account of the Obligations to which it is not entitled under Article XI or otherwise by the terms hereof, such Lender shall hold the same in trust for the applicable Lenders entitled thereto and shall forthwith deliver the same to the Agent,

for the account of such Lenders, to be applied in accordance with this Article XI, in each case until the prior payment in full of the applicable Obligations of such Lenders.

XII. WAIVERS AND JUDICIAL PROCEEDINGS.

12.1 Waiver of Notice. Each Borrower hereby waives notice of non-payment of any of the Receivables, demand, presentment, protest and notice thereof with respect to any and all instruments, notice of acceptance hereof, notice of loans or advances made, credit extended, Collateral received or delivered, or any other action taken in reliance hereon, and all other demands and notices of any description, except such as are expressly provided for herein.

12.2 Delay. No delay or omission on Agent's or any Lender's part in exercising any right, remedy or option shall operate as a waiver of such or any other right, remedy or option or of any Default or Event of Default.

12.3 Jury Waiver. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

XIII. EFFECTIVE DATE AND TERMINATION.

13.1 Term. This Agreement, which shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of each Borrower, Agent and each Lender, shall become effective on the date hereof and shall continue in full force and effect until the earliest of (the "Commitment Termination Date"): (a) January [●], 2019 (the "Term Date"; and (b) termination of the Commitments as a result of an Event of Default (the period from the Closing Date until the Commitment Termination Date, the "Term"), unless sooner terminated as herein provided. Borrowers may terminate this Agreement at any time upon thirty (30) days' prior written notice (which notice shall be revocable) upon payment in full of the Obligations.

13.2 Termination. The termination of the Agreement shall not affect Agent's, Issuer's or any Lender's rights, protections and indemnities, or any of the Obligations having their inception prior to the effective date of such termination or any Obligations which pursuant to the

terms hereof continue to accrue after, and the provisions hereof shall continue to be fully operative until all transactions entered into, rights or interests created or Obligations have been fully and indefeasibly paid, disposed of, concluded or liquidated. The security interests, Liens and rights granted to Agent and Lenders hereunder and the financing statements filed hereunder shall continue in full force and effect, notwithstanding the termination of this Agreement or the fact that Borrowers' Account may from time to time be temporarily in a zero or credit position, until all of the Obligations of each Borrower have been indefeasibly paid and performed in full after the termination of this Agreement or each Borrower has furnished Agent and Lenders with an indemnification satisfactory to Agent and Lenders with respect thereto. Accordingly, each Borrower waives any rights which it may have under the Uniform Commercial Code to demand the filing of termination statements with respect to the Collateral, and Agent shall not be required to send such termination statements to each Borrower, or to file them with any filing office, unless and until this Agreement shall have been terminated in accordance with its terms and all Obligations have been indefeasibly paid in full in immediately available funds. All representations, warranties, covenants, waivers and agreements contained herein shall survive termination hereof until all Obligations are indefeasibly paid and performed in full.

XIV. REGARDING AGENT.

14.1 Appointment. Each Lender hereby designates Wilmington Trust, National Association to act as Agent for such Lender under this Agreement and the Other Documents. Each Lender hereby irrevocably authorizes Agent and Required Lenders to take such action on its behalf under the provisions of this Agreement and the Other Documents and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of Agent or Required Lenders, as the case may be, by the terms hereof and thereof and such other powers as are reasonably incidental thereto and Agent shall hold all Collateral, payments of principal and interest, fees (except the fees set forth in 3.4(a) and the Fee Letter), charges and collections (without giving effect to any collection days) received pursuant to this Agreement, for the ratable benefit of Lenders. Agent may perform any of its duties hereunder by or through its agents or employees.

(a) The Agent shall not have any duties or obligations except those expressly set forth herein and in the Other Documents to which it is a party, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the Other Documents that the Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in this Agreement or Other Documents); *provided* that the Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Agent to liability (unless Agent is furnished with an indemnification reasonably satisfactory to Agent with respect thereto) or that is contrary to this Agreement or any Other Document or Applicable Law, including for the

avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law;

(iii) shall not, except as expressly set forth herein and in the Other Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrowers or any of their Subsidiaries or Affiliates that is communicated to or obtained by the Person serving as the Agent or any of its Affiliates in any capacity; and

(iv) shall in no event be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

14.2 Nature of Duties. Neither Lenders nor Agent shall have duties or responsibilities except those expressly set forth in this Agreement and the Other Documents. Neither Agent nor Required Lenders nor any of their officers, directors, employees or agents shall be (i) liable for any action taken or omitted by them as such hereunder or in connection herewith, unless caused by their gross (not mere) negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non- appealable judgment), or (ii) responsible in any manner for any recitals, statements, representations or warranties made by any Borrower or any officer thereof contained in this Agreement, or in any of the Other Documents or in any certificate, report, statement or other document referred to or provided for in, or received by Agent under or in connection with, this Agreement or any of the Other Documents or for the value, validity, effectiveness, genuineness, due execution, enforceability or sufficiency of this Agreement, or any of the Other Documents or for any failure of any Borrower to perform its obligations hereunder. Required Lenders and Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any of the Other Documents, or to inspect the properties, books or records of any Borrower. The duties of Agent as respects the Advances to Borrowers shall be mechanical and administrative in nature; neither Required Lenders nor Agent shall have by reason of this Agreement a fiduciary relationship in respect of any Lender; and nothing in this Agreement, expressed or implied, is intended to or shall be so construed as to impose upon Agent or Required Lenders any obligations in respect of this Agreement except as expressly set forth herein.

14.3 Lack of Reliance on Agent and Resignation. Independently and without reliance upon Agent or any other Lender, each Lender has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of each Borrower and each Guarantor in connection with the making and the continuance of the Advances hereunder and the taking or not taking of any action in connection herewith, and (ii) its own appraisal of the creditworthiness of each Borrower and each Guarantor. Neither Required Lenders nor Agent shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before making of the Advances or at any time or times thereafter except as shall be

provided by any Borrower pursuant to the terms hereof. Neither Required Lenders nor Agent shall be responsible to any Lender for any recitals, statements, information, representations or warranties herein or in any agreement, document, certificate or a statement delivered in connection with or for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency of this Agreement or any Other Document, or of the financial condition of any Borrower or any Guarantor, or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement, the Note, the Other Documents or the financial condition of any Borrower, or the existence of any Event of Default or any Default.

Agent may resign on sixty (60) days' written notice to each of Lenders and Borrowing Agent, and the Required Lenders shall have the right, at any time, to remove the Agent, and upon such resignation or removal, the Required Lenders will promptly designate a successor Agent reasonably satisfactory to Borrowers (provided that no such approval by Borrowers shall be required (i) in any case where the successor Agent is one of the Lenders or (ii) after the occurrence and during the continuance of any Event of Default). Any such successor Agent shall succeed to the rights, powers and duties of Agent, and shall in particular succeed to all of Agent's right, title and interest in and to all of the Liens in the Collateral securing the Obligations created hereunder or any Other Document (including Pledge Agreement and all account control agreements), and the term "Agent" shall mean such successor agent effective upon its appointment, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent. However, notwithstanding the foregoing, if at the time of the effectiveness of the new Agent's appointment, any further actions need to be taken in order to provide for the legally binding and valid transfer of any Liens in the Collateral from former Agent to new Agent and/or for the perfection of any Liens in the Collateral as held by new Agent or it is otherwise not then possible for new Agent to become the holder of a fully valid, enforceable and perfected Lien as to any of the Collateral, former Agent shall continue to hold such Liens solely as agent for perfection of such Liens on behalf of new Agent until such time as new Agent can obtain a fully valid, enforceable and perfected Lien on all Collateral, provided that Agent shall not be required to or have any liability or responsibility to take any further actions after such date as such agent for perfection to continue the perfection of any such Liens (other than to forego from taking any affirmative action to release any such Liens). After any Agent's resignation or removal as Agent, the provisions of this Article XIV shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement (and in the event resigning or removed Agent continues to hold any Liens pursuant to the provisions of the immediately preceding sentence, the provisions of this Article XIV shall inure to its benefit as to any actions taken or omitted to be taken by it in connection with such Liens).

14.4 Certain Rights of Agent.

(a) If Agent shall request instructions from Lenders with respect to any act or action (including failure to act) in connection with this Agreement or any Other Document, Agent shall be entitled to refrain from such act or taking such action unless and until Agent shall have received instructions from the Required Lenders, and Agent shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, Lenders shall not have any

right of action whatsoever against Agent as a result of its acting or refraining from acting hereunder in accordance with the instructions of the Required Lenders.

(b) The Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any representation and warranty or any other statement made in or in connection with this Agreement or any Other Document or, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any Other Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article VIII or elsewhere herein.

(c) In determining compliance with any condition hereunder to the making of an Advance that by its terms must be fulfilled to the satisfaction of a Lender, the Agent may presume that such condition is satisfactory to such Lender unless the Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants, and other experts selected by it, and shall not be liable for any action taken or not taken by it in reliance upon the advice of any such counsel, accountants or experts.

(d) No provision of this Agreement or any Other Document shall require the Agent to take any action that it reasonably believes to be contrary to applicable law or to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties thereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(e) Subject to Section 16.2, without further written consent or authorization from any Lender, the Agent may, at the expense of the Borrowers, execute any documents or instruments necessary to (i) in connection with a sale or Disposition of assets permitted by this Agreement, release any Lien encumbering any item of Collateral that is the subject of such sale or other Disposition of assets or to which the Required Lenders (or such other Lenders as may be required to give such consent under Section 16.2) have otherwise consented or (ii) release any Borrower or Guarantor from the Obligations pursuant to any sale of all of the Equity Interests of such Borrower or Guarantor permitted under Section 4.3 or with respect to which the Required Lenders (or such other Lenders as may be required to give such consent under Section 16.2) have otherwise consented.

14.5 Reliance. Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, teletype or telecopier message, cablegram, order or other document or telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper person or entity, and, with respect to all legal matters pertaining to this Agreement and the Other Documents and its duties hereunder, upon advice of counsel selected by it. Agent may employ agents and attorneys-in fact

and shall not be liable for the default or misconduct of any such agents or attorneys-in-fact selected by Agent with reasonable care.

14.6 Notice of Default. Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder or under the Other Documents, unless Agent has received notice from a Lender or Borrowing Agent referring to this Agreement or the Other Documents, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that Agent receives such a notice, Agent shall give notice thereof to Lenders. Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; provided, that, unless and until Agent shall have received such directions, Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of Lenders.

14.7 Indemnification. To the extent Agent is not reimbursed and indemnified by Borrowers, each Lender will reimburse and indemnify Agent in proportion to its respective portion of the Advances (or, if no Advances are outstanding, according to its Revolving Commitment Percentage), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against Agent in performing its duties hereunder, or in any way relating to or arising out of this Agreement or any Other Document; provided that, Lenders shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from Agent's gross (not mere) negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment).

14.8 Agent in its Individual Capacity. At any time, Agent is also a Lender hereunder, with respect to the obligation of Agent to lend under this Agreement, the Advances made by it shall have the same rights and powers hereunder as any other Lender and as if it were not performing the duties as Agent specified herein; and the term "Lender" or any similar term shall, unless the context clearly otherwise indicates, include Agent in its individual capacity as a Lender. Agent may engage in business with any Borrower as if it were not performing the duties specified herein, and may accept fees and other consideration from any Borrower for services in connection with this Agreement or otherwise without having to account for the same to Lenders.

14.9 Delivery of Documents. To the extent Agent receives financial statements required under Sections 9.7, 9.8, 9.9 and 9.12 which any Borrower is not obligated to deliver to each Lender, Agent will promptly furnish such documents and information to Lenders.

14.10 Borrowers' Undertaking to Agent. Without prejudice to their respective obligations to Lenders under the other provisions of this Agreement, each Borrower hereby undertakes with Agent to pay to Agent from time to time on demand all amounts from time to time due and payable by it for the account of Agent or Lenders or any of them pursuant to this Agreement to the extent not already paid. Any payment made pursuant to any such demand shall pro tanto satisfy the relevant Borrower's obligations to make payments for the account of Lenders or the relevant one or more of them pursuant to this Agreement.

14.11 No Reliance on Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on the Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the USA PATRIOT Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter amended or replaced, the "CIP Regulations"), or any other Anti-Terrorism Law, including any programs involving any of the following items relating to or in connection with any Borrower, its Affiliates or its agents, this Agreement, the Other Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any record-keeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or such other laws.

14.12 Other Agreements. Each of the Lenders agrees that it shall not, without the express consent of Agent, and that it shall, to the extent it is lawfully entitled to do so, upon the request of Agent, set off against the Obligations, any amounts owing by such Lender to any Borrower or any deposit accounts of any Borrower now or hereafter maintained with such Lender. Anything in this Agreement to the contrary notwithstanding, each of the Lenders further agrees that it shall not, unless specifically requested to do so by the Required Lenders, take any action to protect or enforce its rights arising out of this Agreement or the Other Documents, it being the intent of Lenders that any such action to protect or enforce rights under this Agreement and the Other Documents shall be taken in concert and at the direction or with the consent of the Required Lenders.

XV. BORROWING AGENCY.

15.1 Borrowing Agency Provisions.

(a) Each Borrower hereby irrevocably designates Borrowing Agent to be its attorney and agent and in such capacity to (i) borrow, (ii) request advances, (iii) request the issuance of Letters of Credit, (iv) sign and endorse notes, (v) execute and deliver all instruments, documents, applications, security agreements, reimbursement agreements and letter of credit agreements for Letters of Credit and all other certificates, notice, writings and further assurances now or hereafter required hereunder, (vi) make elections regarding interest rates, (vii) give instructions regarding Letters of Credit and agree with Issuer upon any amendment, extension or renewal of any Letter of Credit and (viii) otherwise take action under and in connection with this Agreement and the Other Documents, all on behalf of and in the name such Borrower or Borrowers, and hereby authorizes Agent to pay over or credit all loan proceeds hereunder in accordance with the request of Borrowing Agent. Such designation of the Borrowing Agent shall remain in full force and effect unless and until the Required Lenders shall have received prior written notice signed by each Borrower that such appointment has been revoked and that another Borrower has been designated to replace the Borrowing Agent in such capacity.

(b) The handling of this credit facility as a co-borrowing facility with a borrowing agent in the manner set forth in this Agreement is solely as an accommodation to Borrowers and at their request. Neither Agent nor any Lender shall incur liability to Borrowers as a result thereof. To induce Agent and Lenders to do so and in consideration thereof, each Borrower hereby indemnifies Agent and each Lender and holds Agent and each Lender harmless

from and against any and all liabilities, expenses, losses, damages and claims of damage or injury asserted against Agent or any Lender by any Person arising from or incurred by reason of the handling of the financing arrangements of Borrowers as provided herein, reliance by Agent or any Lender on any request or instruction from Borrowing Agent or any other action taken by Agent or any Lender with respect to this Section 15.1 except due to willful misconduct or gross (not mere) negligence by the indemnified party (as determined by a court of competent jurisdiction in a final and non-appealable judgment).

(c) All Obligations shall be joint and several, and each Borrower shall make payment upon the maturity of the Obligations by acceleration or otherwise, and such obligation and liability on the part of each Borrower shall in no way be affected by any extensions, renewals and forbearance granted to Agent or any Lender to any Borrower, failure of Agent or any Lender to give any Borrower notice of borrowing or any other notice, any failure of Agent or any Lender to pursue or preserve its rights against any Borrower, the release by Agent or any Lender of any Collateral now or thereafter acquired from any Borrower, and such agreement by each Borrower to pay upon any notice issued pursuant thereto is unconditional and unaffected by prior recourse by Agent or any Lender to the other Borrowers or any Collateral for such Borrower's Obligations or the lack thereof. Each Borrower waives all suretyship defenses.

15.2 Waiver of Subrogation. Each Borrower expressly waives any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution of any other claim which such Borrower may now or hereafter have against the other Borrowers or other Person directly or contingently liable for the Obligations hereunder, or against or with respect to the other Borrowers' property (including, without limitation, any property which is Collateral for the Obligations), arising from the existence or performance of this Agreement, until termination of this Agreement and repayment in full of the Obligations.

XVI. MISCELLANEOUS.

16.1 Governing Law. This Agreement and each Other Document (unless and except to the extent expressly provided otherwise in any such Other Document), and all matters relating hereto or thereto or arising herefrom or therefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. Any judicial proceeding brought by or against any Borrower with respect to any of the Obligations, this Agreement, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, each Borrower accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Borrower hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified or registered mail (return receipt requested) directed to Borrowing Agent at its address set forth in Section 16.6 and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at the Agent's option, by service upon Borrowing Agent which each Borrower irrevocably appoints as such Borrower's Agent for the purpose of accepting service within the State of New York. Nothing herein shall affect the right to serve

process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against any Borrower in the courts of any other jurisdiction. Each Borrower waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each Borrower waives the right to remove any judicial proceeding brought against such Borrower in any state court to any federal court. Any judicial proceeding by any Borrower against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

16.2 Entire Understanding.

(a) This Agreement and the documents executed concurrently herewith contain the entire understanding between each Borrower, Agent and each Lender and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by each Borrower's, Agent's and each Lender's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Each Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and Other Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(b) The Required Lenders (or Agent with the consent in writing of the Required Lenders) and Borrowers may, subject to the provisions of this Section 16.2(b), from time to time enter into written supplemental agreements to this Agreement or the Other Documents executed by Borrowers, for the purpose of adding or deleting any provisions or otherwise changing, varying or waiving in any manner the rights of Lenders, Agent or Borrowers thereunder or the conditions, provisions or terms thereof or waiving any Event of Default thereunder, but only to the extent specified in such written agreements; provided, however, that no such supplemental agreement shall:

(i) increase the Revolving Commitment or Revolving Credit Commitment Amount of any Lender without the consent of such Lender;

(ii) extend the Term or the maturity of any Note or the due date for any amount payable hereunder, or decrease the rate of interest or reduce any fee payable by Borrowers to Lenders pursuant to this Agreement without the consent of each Lender directly affected thereby other than any waiver of the application of the Default Rate hereunder;

(iii) alter, amend or modify the definition of the term Required Lenders, Section 2.20(a), Section 2.20(b), any provision regarding the pro rata treatment of or sharing of payments by the Lenders or requiring all Lenders to authorize the taking of any action or this Section 16.2(b), in each case without the consent of all of the Lenders;

(iv) release any Collateral during any calendar year (other than in accordance with the provisions of this Agreement) having an aggregate value in excess of $1,000,000 without the consent of all of the Lenders (other than Defaulting Lenders);

(v) change the rights and duties of Agent, Required Lenders, or Issuer without the consent of Agent, Required Lenders or each Issuer (as applicable);

(vi) amend, modify or waive the provisions of Section 11.5 or otherwise contractually subordinate the priority of the First Out Tranche Advances or the Second Out Tranche Advances, in each case without the consent Lenders holding at least 75% of the Exposure of all Lenders at such time;

(vii) [RESERVED]; or

(viii) release any Borrower or Guarantor without the consent of all of the Lenders (other than Defaulting Lenders).

Any such supplemental agreement shall apply equally to each Lender and shall be binding upon Borrowers, Lenders and Agent and all future holders of the Obligations. In the case of any waiver, Borrowers, Agent and Lenders shall be restored to their former positions and rights, and any Event of Default waived shall be deemed to be cured and not continuing, but no waiver of a specific Event of Default shall extend to any subsequent Event of Default (whether or not the subsequent Event of Default is the same as the Event of Default which was waived), or impair any right consequent thereon.

Notwithstanding anything to the contrary herein in or in any Other Documents, (i) any notices, information or documents required under this Agreement or any Other Document to be delivered or provided to the Agent shall also be required to be concurrently delivered or provided to the Lenders (provided that if originals of any documents are required to be delivered to the Agent, then the Borrowers only need to concurrently provide copies of same to the Lenders), and (ii) the Agent shall not provide any approvals, consents or waivers or exercise any default-related rights and remedies under this Agreement, the Other Documents and/or applicable law without the prior written consent of the Required Lenders.

16.3 Successors and Assigns; Participations; New Lenders.

(a) This Agreement shall be binding upon and inure to the benefit of Borrowers, Agent, each Lender, all future holders of the Obligations and their respective successors and assigns, except that no Borrower may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

(b) Each Borrower acknowledges that in the regular course of commercial banking business one or more Lenders may at any time and from time to time sell participating interests in the Advances to any Person except to a Disqualified Institution; provided that a Disqualified Institution may be an Eligible Participant if (i) the written consent of Unitek Parent has been obtained or (ii) an Event of Default has occurred and is continuing under Section 10.1, 10.7 or 10.8 at the time such participation is sold (each such transferee or purchaser of a participating interest, a "Participant"); provided that no Lender may grant any such Participant

any rights to consent with respect to any amendments, supplement, modification or waiver with respect to this Agreement or any Other Documents except that such Participant may be granted consent rights with respect to any amendments, supplement, modification or waiver requiring the consent of such Lender or of all Lenders under Section 16.2(b)(i), (ii) or (iv) (but provided further that if the Lender granting such participation is or at any time becomes a Defaulting Lender, no such Participant of any such Lender shall have any rights to consent greater than the voting rights of such Lender under such circumstances). Each Participant may exercise all rights of payment (including rights of set-off) with respect to the portion of such Advances held by it or other Obligations payable hereunder as fully as if such Participant were the direct holder thereof provided that Borrowers shall not be required to pay to any Participant more than the amount which it would have been required to pay to Lender which granted an interest in its Advances or other Obligations payable hereunder to such Participant had such Lender retained such interest in the Advances hereunder or other Obligations payable hereunder and in no event shall Borrowers be required to pay any such amount arising from the same circumstances and with respect to the same Advances or other Obligations payable hereunder to both such Lender and such Participant. Each Borrower hereby grants to any Participant a continuing security interest in any deposits, moneys or other property actually or constructively held by such Participant as security for the Participant's interest in the Advances.

(c) Any Lender may sell, assign or transfer all or any part of its rights and obligations under or relating to Commitments and Advances under this Agreement and the Other Documents to any Person (each a "Purchasing Lender") so long as (1) (A) in the case of any First Out Tranche Commitments and any Advance, Unitek Parent shall consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed) to such sale, assignment or transfer and (B) in the case of any sale, assignment or transfer of any Revolving Exposure, L/C Commitment Exposure or Roll-Up Exposure, Issuer shall consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed) to such sale, assignment or transfer; provided, that such consent shall be deemed to have been given by Issuer or UniTek Parent, as applicable, unless an objection by the Issuer or Unitek Parent has been delivered to Agent and to the selling, transferring or assigning Lender within ten (10) Business Days after notice of a proposed sale, assignment or transfer is delivered to the Issuer or UniTek Parent, as applicable; provided further, that, in each case under clause (A), no consent (or deemed consent) from UniTek Parent, shall be required in connection with any sale, assignment or transfer by a Lender to another Lender, to an Affiliate of such transferring Lender or to an Approved Fund; and provided further, that, in each case under clause (B), no consent (or deemed consent) from the Issuer shall be required in connection with any sale, assignment or transfer by a Lender to another Lender then holding Revolving Exposure, L/C Commitment Exposure and Roll-Up Exposure, or to an Affiliate (within the meaning of clause (a) of the definition of Affiliate) of such transferring Lender, and (2) such Person is not a Disqualified Institution; provided that a Disqualified Institution may be "Purchasing Lender" if (x) the written consent of Unitek Parent has been obtained or (y) an Event of Default has occurred and is continuing under Section 10.1, 10.7 or 10.8 at the time such sale, assignment or transfer is made. Each such sale, assignment or transfer shall be in a minimum amount of not less than $1,000,000 (or such lesser amount if such sale, assignment or transfer constitutes all of such Lender's Commitments or Advances), pursuant to a Commitment Transfer Supplement, executed by a Purchasing Lender and the transferor Lender, and by each Person whose consent is required by this Section, and delivered to Agent for recording. Upon such execution, delivery, acceptance and recording, from and after

the transfer effective date determined pursuant to such Commitment Transfer Supplement, (i) Purchasing Lender thereunder shall be a party hereto and, to the extent provided in such Commitment Transfer Supplement, have the rights and obligations of a Lender thereunder with the Commitments, Initial Commitment Percentage, Revolving Commitment Percentage, L/C Commitment Percentage, Roll-Up Commitment Percentage and Second Out Tranche Advances as set forth therein, and (ii) the transferor Lender thereunder shall, to the extent provided in such Commitment Transfer Supplement, be released from its obligations under this Agreement, the Commitment Transfer Supplement creating a novation for that purpose. Such Commitment Transfer Supplement shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Purchasing Lender and the resulting adjustment of the Commitments and Advances arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Other Documents. Notwithstanding anything to the contrary herein, each transfer of Commitments and Advances hereunder shall transfer to the Transferee thereof an equal percentage of each of the Revolving Commitments and the L/C Commitments, and of each of the Initial Commitment Advances, the Revolving Advances and the L/C Commitment Advances. Each Borrower hereby consents to the addition of such Purchasing Lender and the resulting adjustment of the Commitments and Advances arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Other Documents. Borrowers shall execute and deliver such further documents and do such further acts and things in order to effectuate the foregoing. For the avoidance of doubt, no Person shall constitute a Purchasing Lender or Participant unless such Person is an Eligible Lender or Eligible Participant, and any attempted assignment or transfer to any Person that is not an Eligible Lender or Eligible Participant or otherwise in violation hereof shall be null and void.

(d) The following provisions of this Section 16.3(d) shall apply only so long as AIC, its Affiliates and their respective Approved Funds hold an aggregate Exposure Percentage that is greater than 50% of the Exposure Percentage held by AIC, its Affiliates and their respective Approved Funds immediately after giving effect to the Closing Date. Notwithstanding anything in Section 16.2 or the definition of "Required Lenders" to the contrary, for purposes of determining whether the Required Lenders have (A) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of this Agreement or any Other Document or any departure by any Loan Party therefrom, (B) otherwise acted on any matter related to this Agreement or any Other Document or (C) directed or required Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under this Agreement or any Other Document, all Advances and Commitments held by Affiliated Lenders and Affiliated Lender Participants, in the aggregate, may not account for more than 49.0% of the amounts included in determining whether applicable Lenders have consented to any action (pursuant to Section 16.2 or otherwise) (and each Affiliated Lender and Affiliated Lender Participant's vote shall be limited to its pro rata portion (relative to the included amounts of all such Affiliated Lenders and Affiliated Lender Participants) of the amounts so included, and any Lender Exposure in excess of such limitation shall be disregarded in its entirety as Exposure of the Lenders for purposes of determining whether applicable Lenders have consented to any action pursuant to Section 16.2 or otherwise). Each Lender (including each Affiliated Lender), solely in its capacity as a holder of Obligations, hereby agrees that, if any Loan Party shall be subject to any Insolvency Proceeding, (A) the

Required Lenders (within the meaning of clause (a) of the definition of "Required Lenders") shall be permitted to exercise rights and take any action on behalf of all Lenders (including Affiliated Lenders) in connection with opposing or objecting to any debtor in possession financing that is a priming facility (i.e., a facility secured by Liens that are senior or pari passu with the Liens securing the Obligations), any use of cash collateral, any grant of adequate protection, or any sale or disposition of Collateral, and (B) such Lender (in its capacity as such) shall not take any step or action (in relation to such Lender's claim with respect to its Advances and Commitments) in such Insolvency Proceeding to object to, impede, or delay the exercise of any right or the taking of any action of any kind described in preceding clause (A) by the Required Lenders (within the meaning of clause (a) of the definition of "Required Lenders"), by the Agent at the direction of the Required Lenders (within the meaning of clause (a) of the definition of "Required Lenders"), or by a third party that is supported by such Required Lenders or by the Agent acting at the direction of such Required Lenders. Notwithstanding anything herein to the contrary, the immediately preceding sentence (1) shall not limit the right of any Lender (including any Affiliated Lender) to vote on any plan of reorganization of the Loan Parties pursuant to 11 U.S.C. §1126, whether or not such plan of reorganization has been approved by Required Lenders, (2) shall not impair the ability of any Lender (including any Affiliated Lender) to agree to treatment of its administrative claims (including, without limitation, any superpriority administrative claims) in a plan of reorganization other than as set forth in 11 U.S.C. §1129(a)(9), and (3) shall not preclude any Lender from proposing debtor in possession financing, including a priming facility. For the avoidance of doubt, the Lenders and each Affiliated Lender agree and acknowledge that the provisions set forth in this Section 16.3(d) constitute a "subordination agreement" as such term is contemplated by, and utilized in, Section 510(a) of the Bankruptcy Code, and, as such, would be enforceable for all purposes in any case where a Loan Party has filed for protection under the Bankruptcy Code. No Affiliated Lender shall (i) be entitled, in its capacity as a Lender hereunder, to bring actions against Agent, in its role as such, other than, subject to the terms of Article XIV, for material breach of contractual obligations under this Agreement and the Other Documents, (ii) receive advice of counsel or other advisors to Agent or any other Lenders or (iii) challenge the attorney client privilege of Agent or any Lender and their respective counsel; provided, that this Section 16.3(d) shall not be applicable in connection with any vote to approve or consent to any supplemental agreement to this Agreement or the Other Documents executed by Borrowers for the purpose of adding or deleting any provisions or otherwise changing, varying or waiving in any manner the rights of Lenders, Agent or Borrowers under this Agreement or the Other Documents or the conditions, provisions or terms of this Agreement or the Other Documents or waiving any Event of Default under this Agreement or the Other Documents, to the extent Section 16.2 requires consent of more Lenders than Required Lenders to such supplemental agreement.

(e) Agent shall maintain at its address a copy of each Commitment Transfer Supplement and Modified Commitment Transfer Supplement delivered to it and a register (the "Register") for the recordation of the names and addresses of each Lender and the outstanding principal, accrued and unpaid interest and other fees due hereunder. The entries in the Register shall be conclusive, in the absence of manifest error, and each Borrower, Agent and Lenders may treat each Person whose name is recorded in the Register as the owner of the Commitments and Advances recorded therein for the purposes of this Agreement. The Register shall be available for inspection by Borrowing Agent or any Lender at any reasonable time and from time to time upon reasonable prior notice. Agent shall receive a fee in the amount of $3,500 payable by the

applicable Purchasing Lender upon the effective date of each transfer or assignment (other than to an intermediate purchaser) to such Purchasing Lender.

(f) Each Borrower authorizes each Lender to disclose to any Transferee and any prospective Transferee any and all financial information in such Lender's possession concerning such Borrower which has been delivered to such Lender by or on behalf of such Borrower pursuant to this Agreement or in connection with such Lender's credit evaluation of such Borrower.

(g) In the event that any Lender (i) gives notice under Section 3.8, (ii) requests compensation under Section 3.7, or requires the Borrower to pay any additional amount to any Lender or any Official Body for the account of any Lender pursuant to Section 3.10, (iii) is a Defaulting Lender, (iv) becomes subject to the control of an Governmental Body (other than normal and customary supervision), or (v) Agent requests the consent of a Lender pursuant to Section 16.2 and such consent is denied, then either Borrower, at its sole expense upon notice to such Lender and the Agent, or Agent, at its option, may require such Lender to assign, without recourse (in accordance with the otherwise applicable requirements of this Section 16.3), its Commitments and interest in the Advances to another Lender or to any other Eligible Lender designated by the Required Lenders (the "Designated Lender"), for a price equal to (i) the then outstanding principal amount thereof plus (ii) accrued and unpaid interest and fees due such Lender, which interest and fees shall be paid when collected from Borrowers; provided that in the case of any assignment resulting from a claim for increased compensation or amounts payable under Section 3.7 or 3.10, the assignment to the Designated Lenders must result in a reduction in such compensation or amounts payable; and provided further, that if such Lender so required to assign is the Issuer, then Issuer may require that all Letters of Credit, the WTC Letter of Credit and the Roll-Up Letters of Credit, to the extent outstanding, be cash collateralized or replaced or otherwise supported by payment under letters of credit, in any such case on terms satisfactory to such Issuer in its sole discretion. In the event Borrower or Agent elects to require any Lender to assign its interest to the Designated Lender in accordance with this paragraph, Borrowers or Agent, as applicable, will so notify such Lender and such Lender will assign its interest to the Designated Lender no later than five (5) days following receipt of such notice pursuant to a Commitment Transfer Supplement executed by such Lender, the Designated Lender, as appropriate, and Agent; provided that a Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling Borrower or Agent to require such assignment and delegation cease to apply.

16.4 Application of Payments. The Required Lenders, if they so elect, shall have the continuing and exclusive right to apply or reverse and re-apply any payment and any and all proceeds of Collateral to any portion of the Obligations. To the extent that any Borrower makes a payment or Agent or any Lender receives any payment or proceeds of the Collateral for any Borrower's benefit, which are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver, custodian or any other party under any bankruptcy law, common law or equitable cause, then, to such extent, the Obligations or part thereof intended to be satisfied shall be revived and continue as if such payment or proceeds had not been received by Agent or such Lender.

16.5 Indemnity. Each Borrower shall indemnify Agent, Issuer, each Lender and each of their respective officers, directors, Affiliates, attorneys, employees and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including fees and disbursements of counsel) which may be imposed on, incurred by, or asserted against Agent, Issuer or any Lender in any claim, litigation, proceeding or investigation instituted or conducted by any Governmental Body or instrumentality or any other Person with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to, this Agreement or the Other Documents, whether or not Agent, Issuer or any Lender is a party thereto, except to the extent that any of the foregoing arises out of the willful misconduct or gross negligence of the party being indemnified (as determined by a court of competent jurisdiction in a final and non-appealable judgment). Without limiting the generality of the foregoing, this indemnity shall extend to any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including fees and disbursements of counsel) asserted against or incurred by any of the indemnitees described above in this Section 16.5 by any Person under any Environmental Laws or similar laws by reason of any Borrower's or any other Person's failure to comply with laws applicable to solid or hazardous waste materials, including Hazardous Substances and Hazardous Waste, or other Toxic Substances. Additionally, if any Taxes (other than Excluded Taxes but including any Other Taxes) shall be payable by Agent, Lenders or Borrowers on account of the execution or delivery of this Agreement, or the execution, delivery, issuance or recording of any of the Other Documents, or the creation or repayment of any of the Obligations hereunder, by reason of any Applicable Law now or hereafter in effect, Borrowers will pay (or will promptly reimburse Agent and Lenders for payment of) all such taxes, including interest and penalties thereon, and will indemnify and hold the indemnitees described above in this Section 16.5 harmless from and against all liability in connection therewith.

16.6 Notice. Any notice or request hereunder may be given to Borrowing Agent or any Borrower or to Agent or any Lender at their respective addresses set forth below or at such other address as may hereafter be specified in a notice designated as a notice of change of address under this Section. Any notice, request, demand, direction or other communication (for purposes of this Section 16.6 only, a "Notice") to be given to or made upon any party hereto under any provision of this Agreement shall be given or made by telephone or in writing (which includes by means of electronic transmission (i.e., "e-mail") or facsimile transmission or by setting forth such Notice on a site on the World Wide Web (a "Website Posting") if Notice of such Website Posting (including the information necessary to access such site) has previously been delivered to the applicable parties hereto by another means set forth in this Section 16.6) in accordance with this Section 16.6. Any such Notice must be delivered to the applicable parties hereto at the addresses and numbers set forth under their respective names on Section 16.6 hereof or in accordance with any subsequent unrevoked Notice from any such party that is given in accordance with this Section 16.6. Any Notice shall be effective:

(a) In the case of hand-delivery, when delivered;

(b) If given by mail, four days after such Notice is deposited with the United States Postal Service, with first-class postage prepaid, return receipt requested;

(c) In the case of a telephonic Notice, when a party is contacted by telephone, if delivery of such telephonic Notice is confirmed no later than the next Business Day by hand delivery, a facsimile or electronic transmission, a Website Posting or an overnight courier delivery of a confirmatory Notice (received at or before noon on such next Business Day);

(d) In the case of a facsimile transmission, when sent to the applicable party's facsimile machine's telephone number, if the party sending such Notice receives confirmation of the delivery thereof from its own facsimile machine;

(e) In the case of electronic transmission, when actually received;

(f) In the case of a Website Posting, upon delivery of a Notice of such posting (including the information necessary to access such site) by another means set forth in this Section 16.6; and

(g) If given by any other means (including by overnight courier), when actually received.

Any Lender giving a Notice to Borrowing Agent or any Borrower shall concurrently send a copy thereof to the Agent, and the Agent shall promptly notify the other Lenders of its receipt of such Notice.

(A) If to Agent at:

50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Joshua James
Telephone: 612-217-5637
Facsimile: 612-217-5651

with an additional copy to:

Alston & Bird LLP
101 South Tryon Street, Suite 4000
Charlotte, NC 28280
Attn: Jason Solomon
Telephone: 704-444-1295
Facsimile: 704-444-1795

(B) If to a Lender other than Agent, as specified on the signature pages hereof

(C) If to Borrowing Agent or any Borrower:

UniTek Global Services, Inc.
1777 Sentry Parkway West
Gwynedd Hall, Suite 202
Blue Bell, Pennsylvania 19422
Attention: Andrew J. Herning, Chief Financial Officer

Telephone: 267-464-1700
Facsimile: 484-493-1613

with a copy to:

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Attention: Michael J. Pedrick
Telephone: (215) 963-4808
Facsimile: (215) 963-5001

16.7 Survival. The obligations of Borrowers under Sections 2.2(f), 3.7, 3.8, 3.9, 4.19(g), 16.5 and 16.9 and the obligations of Lenders under Sections 2.2, 2.16, 2.20(c) and 14.7, shall survive termination of this Agreement and the Other Documents, the resignation or removal of the Agent (as to such retiring Agent) and payment in full of the Obligations.

16.8 Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

16.9 Expenses. All costs and expenses including attorneys' fees and disbursements incurred by Agent on its behalf or on behalf of Issuer, Lenders and the other holders of the Obligations, and by the Specified Lenders (a) in all efforts made to enforce payment of any Obligation or effect collection of any Collateral or enforcement of this Agreement or any of the Other Documents, or (b) in connection with the preparation, negotiation, execution, delivery, entering into, syndication, modification, amendment and administration of this Agreement or any of the Other Documents or any consents or waivers hereunder or thereunder and all related agreements, documents and instruments, or (c) in instituting, maintaining, preserving, enforcing and foreclosing on Agent's security interest in or Lien on any of the Collateral, or maintaining, preserving or enforcing any of Agent's or any Lender's rights hereunder or under any of the Other Documents and under all related agreements, documents and instruments, whether through judicial proceedings or otherwise, or (d) in defending or prosecuting any actions or proceedings arising out of or relating to Agent's or any Lender's transactions with any Borrower or any Guarantor or (e) in connection with any advice given to Agent or any Lender with respect to its rights and obligations under this Agreement or any of the Other Documents and all related agreements, documents and instruments, shall, unless otherwise paid by the Borrowers, as such invoices are presented, be charged to the Borrowers' Account and shall be part of the Obligations.

16.10 Injunctive Relief. Each Borrower recognizes that, in the event any Borrower fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, or threatens to fail to perform, observe or discharge such obligations or liabilities, any remedy at law may prove to be inadequate relief to Lenders; therefore, Agent, if Agent so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving that actual damages are not an adequate remedy.

16.11 Consequential Damages. Neither Agent nor any Lender, nor any agent or attorney for any of them, shall be liable to any Borrower or any Guarantor (or any Affiliate of any such Person) (and Agent shall not be liable to any Lender) for indirect, punitive, exemplary or consequential damages arising from any breach of contract, tort or other wrong relating to the establishment, administration or collection of the Obligations or as a result of any transaction contemplated under this Agreement or any Other Document.

16.12 Captions. The captions at various places in this Agreement are intended for convenience only and do not constitute and shall not be interpreted as part of this Agreement.

16.13 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

16.14 Construction. The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

16.15 Confidentiality; Sharing Information. Agent, each Lender and each Transferee shall hold all non-public information obtained by Agent, such Lender or such Transferee pursuant to the requirements of this Agreement in accordance with Agent's, such Lender's and such Transferee's customary procedures for handling confidential information of this nature; provided, however, Agent, each Lender and each Transferee may disclose such confidential information (a) to its examiners, Affiliates, outside auditors, counsel and other professional advisors, (b) to Agent, any Lender or to any prospective Transferees, and (c) as required or requested by any Governmental Body or representative thereof or pursuant to legal process; provided, further that (i) unless specifically prohibited by Applicable Law, Agent, each Lender and each Transferee shall use its reasonable best efforts prior to disclosure thereof, to notify the applicable Borrower of the applicable request for disclosure of such non-public information (A) by a Governmental Body or representative thereof (other than any such request in connection with an examination of the financial condition of a Lender or a Transferee by such Governmental Body) or (B) pursuant to legal process and (ii) in no event shall Agent, any Lender or any Transferee be obligated to return any materials furnished by any Borrower other than those documents and instruments in possession of Agent or any Lender in order to perfect its Lien on the Collateral once the Obligations have been paid in full and this Agreement has been terminated. Each Borrower acknowledges that from time to time financial advisory, investment banking and other services may be offered or provided to such Borrower or one or more of its Affiliates (in connection with this Agreement or otherwise) by any Lender or by one or more Subsidiaries or Affiliates of such Lender and each Borrower hereby authorizes each Lender to share any information delivered to such Lender by such Borrower and its Subsidiaries pursuant to this Agreement, or in connection with the decision of such Lender to enter into this Agreement, to any such Subsidiary or Affiliate of such Lender, it being understood that any such Subsidiary or Affiliate of any Lender receiving such information shall be bound by the

provisions of this Section 16.15 as if it were a Lender hereunder. Such authorization shall survive the repayment of the other Obligations and the termination of this Agreement.

16.16 Publicity. Each Borrower and each Lender hereby authorizes Agent to make appropriate announcements of the financial arrangement entered into among Borrowers, Agent and Lenders, including announcements which are commonly known as tombstones, in such publications and to such selected parties as Agent shall in its sole and absolute discretion deem appropriate.

16.17 Certifications From Banks and Participants; USA PATRIOT Act. Each Lender or assignee or participant of a Lender that is not incorporated under the Laws of the United States of America or a state thereof (and is not excepted from the certification requirement contained in Section 313 of the USA PATRIOT Act and the applicable regulations because it is both (i) an affiliate of a depository institution or foreign bank that maintains a physical presence in the United States or foreign country, and (ii) subject to supervision by a banking authority regulating such affiliated depository institution or foreign bank) shall deliver to the Agent the certification, or, if applicable, recertification, certifying that such Lender is not a "shell" and certifying to other matters as required by Section 313 of the USA PATRIOT Act and the applicable regulations: (1) within 10 days after the Closing Date, and (2) as such other times as are required under the USA PATRIOT Act.

Section 16.18. Electronic Systems. (a) Each Loan Party agrees that the Agent may, but shall not be obligated to, make Communications (as defined below) available to the Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak, ClearPar or a substantially similar Electronic System (as defined below).

(b) Any Electronic System used by the Agent is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of such Electronic Systems and expressly disclaim liability for errors or omissions in the Communications. **No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or any Electronic System.** In no event shall the Agent or any of its employees, agents, officers and other representatives (collectively, the "Agent Parties") have any liability to the Borrowers or the other Loan Parties, any Lender any other Person or entity for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrowers', any Loan Party's or the Agent's transmission of communications through an Electronic System.

(c) Each Borrower acknowledges (a) that (to the extent applicable) Agent may make available to the Lenders materials or information provided by or on behalf of any Borrower hereunder (the "Borrower Materials") by posting Borrower Materials on Intralinks, SyndTrak Online or another Electronic System and (b) that certain of the Lenders may be "public-side" Lenders (i.e., Lenders, or representatives thereof, that do not wish to receive material non-public information with respect to the Loan Parties or their securities) (each, a "Public-Sider"). Each of the Borrowers hereby agrees that it will use commercially reasonable efforts to identify that

portion of the Borrower Materials that may be distributed to the Public-Siders and that (i) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (ii) by marking Borrower Materials "PUBLIC," the Borrowers shall be deemed to have authorized the Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information (although it may be sensitive and proprietary) with respect to the Borrowers or their Affiliates or any of their respective securities for purposes of United States Federal and state securities laws; (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Electronic System designated "Public Side Information"; and (z) the Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Electronic System not designated "Public Side Information."

(d) For purposes of this Section 16.18: (i) "Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to this Agreement, any Other Document or the transactions contemplated hereby or therein which is distributed by the Agent or any Lender by means of electronic communications pursuant to this Section, including through an Electronic System; and (ii) "Electronic System" means any electronic system, including e-mail, e-fax, Intralinks®, ClearPar® and any other Internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Agent, any Agent Parties or any other Person, providing for access to data protected by passcodes or other security system.

Each of the parties has signed this Agreement as of the day and year first above written.

UNITEK GLOBAL SERVICES, INC.

By:_____
Name:
Title:

UNITEK SERVICES COMPANY, LLC
UNITEK ACQUISITION, INC,
PINNACLE WIRELESS USA, INC.
UNITEK USA, LLC
ADVANCED COMMUNICATIONS USA, INC.
DIRECTSAT USA, LLC
FTS USA, LLC

By: _____
Name:
Title:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Agent

By: _____
Name:
Title:

APOLLO INVESTMENT CORPORATION, as Lender

By: Apollo Investment Management, L.P., as Advisor
By: ACC Management, LLC, as its General Partner

By: _____
Name:
Title:

Notice Address:

Apollo Investment Corporation
c/o Apollo Capital Management, L.P.
9 West 57th Street
New York NY 10019
Attention: Joseph D. Glatt and Gregory W. Hunt
Telephone: (212) 515-3450
Facsimile: (646) 417-6605

with an additional copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Yongjin Im
Telephone: (212) 446-4880
Facsimile: (212) 446-6460

Initial Commitment Advance: $_____
Initial Commitment Percentage: 50.000%
Revolving Commitment: $5,000,000.00
Revolving Commitment Percentage: 50.000%
Revolving Advance: $_____
L/C Commitment: $1,850,000.00
L/C Commitment Percentage: 50.000%
L/C Commitment Advance $_____
Roll-Up Commitment: $17,946,300.00
Roll-Up Commitment Percentage: 100.000%

Roll-Up Commitment Advance $_____
Second Out Tranche Advance: $_____

CETUS CAPITAL II LLC, as Lender

By: _____
Name:
Title:

Notice Address:

Initial Commitment Advance: $_____
Initial Commitment Percentage: 21.108%
Revolving Commitment: $2,110,842.70
Revolving Commitment Percentage: 21.108%
Revolving Advance:___
L/C Commitment: $781,011.80
L/C Commitment Percentage: 21.108%
L/C Commitment Advance:_____
Roll-Up Commitment: $0.00
Roll-Up Commitment Percentage: 0.000%
Second Out Tranche Advance: $_____

LITTLEJOHN OPPORTUNITIES
MASTER FUND LP, as Lender

By: _____
Name:
Title:

Notice Address:

Initial Commitment Advance: $_____
Initial Commitment Percentage: 3.785%
Revolving Commitment: $378,491.94
Revolving Commitment Percentage: 3.785%
Revolving Advance:_____
L/C Commitment: $140,042.02
L/C Commitment Percentage: 3.785%
L/C Commitment Advance:_____
Roll-Up Commitment: $0.00
Roll-Up Commitment Percentage: 0.000%
Second Out Tranche Advance: $_____

MAIN STREET CAPITAL CORPORATION, as Lender

By: _____
Name:
Title:

Notice Address:

Initial Commitment Advance: $_____
Initial Commitment Percentage: 3.525%
Revolving Commitment: $352,526.93
Revolving Commitment Percentage: 3.525%
Revolving Advance:_____
L/C Commitment: $130,434.96
L/C Commitment Percentage: 3.525%
L/C Commitment Advance:_____
Roll-Up Commitment: $0.00
Roll-Up Commitment Percentage: 0.000%
Second Out Tranche Advance: $_____

NEW MOUNTAIN FINANCE CORPORATION, as Lender

By: _____
Name:
Title:

Notice Address:

Initial Commitment Advance: $_____
Initial Commitment Percentage: 20.479%
Revolving Commitment: $2,047,853.92
Revolving Commitment Percentage: 20.479%
Revolving Advance:_____
L/C Commitment: $757,705.95
L/C Commitment Percentage: 20.479%
L/C Commitment Advance:_____
Roll-Up Commitment: $0.00
Roll-Up Commitment Percentage: 0.000%
Second Out Tranche Advance: $_____

PENNANT PARK FLOATING RATE CAPITAL LTD., as Lender

By: _____
Name:
Title:

Notice Address:

Initial Commitment Advance: $_____
Initial Commitment Percentage: 1.103%%
Revolving Commitment: $110,284.51
Revolving Commitment Percentage: 1.103%
Revolving Advance:_____
L/C Commitment: $40,805.27
L/C Commitment Percentage: 1.103%
L/C Commitment Advance:_____
Roll-Up Commitment: $0.00
Roll-Up Commitment Percentage: 0.000%
Second Out Tranche Advance: $_____