

## CONSENT AGREEMENT

This **CONSENT AGREEMENT** (this “Consent”), made as of [Date], among [Company 1], a [State] corporation (“Parent”), [Company 2], a [State] corporation, and [Company 3] (formerly known as [Company 3 Former Name]), a [State] corporation, as Borrowers, the Domestic Subsidiaries of Borrowers party to the Credit Agreement (as defined below) as Guarantors, the Lenders (as defined in the Credit Agreement) party hereto, and [Administrative Agent], as the Administrative Agent.

### WITNESSETH:

**WHEREAS**, Borrowers, the Guarantors, the Lenders, the financial institutions party thereto as Issuing Banks and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement, dated as of [Date], as modified and amended by that certain [Amendment No.] Amendment to Amended and Restated Credit Agreement dated as of [Date] (as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, the Parent intends to purchase, through its wholly-owned Subsidiary, [Company 4] (the “Purchaser”), [\_\_\_\_\_] % of the outstanding Equity Interests of [Company 5], a [State] limited liability company (“[Company 5]”), pursuant to a Unit Purchase Agreement (the “Purchase Agreement”), dated on or about the date hereof, made and entered into by and among the Parent, [Company 6], a [State] limited liability company (the “Seller”) and [Company 5] (such purchase, the “[Company 5] Acquisition”);

**WHEREAS**, in connection with the [Company 5] Acquisition, the Parent, or one of its Subsidiaries, and [Company 5] will enter into an Operation and Management Agreement (the “Management Agreement”), dated on or about the date hereof, pursuant to which the Parent or one of its Subsidiaries shall agree to provide certain management and other services to [Company 5] and [Company 5] shall agree to pay for such services and to reimburse the Parent or such Subsidiary for expenses incurred in connection with such services;

**WHEREAS**, in connection with the [Company 5] Acquisition, the Parent and one or more of its Subsidiaries shall enter into a Trademark License Agreement (the “License Agreement”), pursuant to which the Parent and one or more of its Subsidiaries shall agree to license from [Company 5] certain trademarks and trademark rights on the terms and conditions set forth therein;

**WHEREAS**, the Borrowers have requested that the Lenders consent to (a) the [Company 5] Acquisition and the transactions contemplated by the Purchase Agreement, the Management Agreement and the License Agreement, (b) [Company 5] not becoming a Guarantor under the Credit Agreement or a party to the Security Agreement notwithstanding **Section [Section No.]** of the Credit Agreement or any other provision of the Loan Documents to the contrary, (c) the holder or holders of Equity Interests in [Company 5] other than the Purchaser not pledging such Equity Interests in favor of the Administrative Agent notwithstanding **Section [Section No.]** of the Credit Agreement or any other provision of the Loan Documents to the contrary, and (d) the incurrence of obligations to make earnout payments to the Seller, and the making of such payments, pursuant to and in accordance with the Purchase Agreement (the “[Company 5] Earnout Obligations”), and the Lenders have agreed to consent to such requests pursuant to the terms and subject to the conditions set forth herein;

**NOW, THEREFORE**, in consideration of the premises, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement, as amended hereby, and further agree as follows:

#### 1. **Consent.**

(a) The Lenders hereby consent to the [Company 5] Acquisition and the transactions contemplated by the Purchase Agreement, the Management Agreement and the License Agreement and