

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 12, 2021



AgileThought, Inc.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	001-39157 (Commission File Number)	87-2302509 (I.R.S. Employer Identification No.)
222 W. Las Colinas Blvd. Suite 1650E, Irving, Texas (Address of Principal Executive Offices)	(971) 501-1140 (Registrant's telephone number, including area code)	75039 (Zip Code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.0001 par value per share	AGIL	NASDAQ Capital Market
Warrants, each whole warrant exercisable for one share of Class A Common Stock at an exercise price of \$11.50 per share	AGILW	NASDAQ Capital Market

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

Emerging growth company

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

Item 1.01 Entry Into a Material Definitive Agreement.

On October 14, 2021 AgileThought, Inc. (“AgileThought”) entered into an Eighth Amendment (the “Amendment”) to the Amended and Restated Credit Agreement by and among IT Global Holding LLC, 4th Source LLC, AgileThought, LLC, AN Extend, S.A. de C.V., AN Evolution S. de R.L. de C.V., AN Global LLC, AgileThought, Inc., the financial institutions party thereto as lenders, and Monroe Capital Management Advisors, LLC, as Administrative Agent (the “Credit Facility”). The Amendment extends the due date of the amortization payment obligation of \$4,000,000 that AgileThought owed pursuant to the Credit Facility from October 15, 2021 to October 29, 2021.

Item 8.01 Other Events.

On October 12, 2021 AgileThought entered into a letter of intent (the “Letter of Intent”) with Monroe Capital Management Advisors, LLC, as Administrative Agent, in connection with the Credit Facility.

The Letter of Intent includes possible terms and conditions of an additional amendment to the Credit Facility, including a further extension of the due date for the amortization payment of \$4,000,000 to November 20, 2021, and a resetting of the financial ratio covenants in the Credit Agreement.

In consideration for the extension and reset, the Letter of Intent contemplates payments of \$20,000,000 aggregate principal amount under the Credit Facility, payable by November 20, 2021, plus a fee equal to 2.50% of the outstanding loans, payable on the Credit Facility termination date. The Letter of Intent also contemplates the potential issuance of 3,000,000 shares of AgileThought’s Class A Common Stock to support AgileThought’s obligations under the Credit Facility, extension of the lock-up arrangements of certain shareholders, and warrants to purchase \$5,000,000 worth of shares of AgileThought’s Class A Common Stock. Once the terms are agreed between the parties, an additional amendment to the Credit Facility will be executed.

AgileThought is currently pursuing financing from certain existing shareholders and management to fund up to \$25,000,000 to pay the \$20,000,000 principal payment and for general corporate purposes.

AgileThought can provide no assurances that an additional amendment to the Credit Facility will be negotiated on terms set forth in the Letter of Intent or that are otherwise acceptable to AgileThought.

The foregoing description of the Amendment does not constitute a complete summary of the Amendment and is qualified by reference in its entirety to the full text of the Amendment filed herewith. The other material terms and conditions set forth in the Credit Facility remain unchanged. For a description of the Credit Facility, see AgileThought’s Registration Statement on Form S-1 filed with the U.S. Securities and Exchange Commission on September 14, 2021 and AgileThought’s Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on October 7, 2021.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit Number	Exhibit Description
10.1	<u>Eighth Amendment to Amended and Restated Credit Agreement, dated October 14, 2021, by and among IT Global Holding LLC, 4th Source LLC, AgileThought, LLC, AN Extend, S.A. de C.V., AN Evolution S. de R.L. de C.V., AN Global LLC, AgileThought, Inc., the financial institutions party thereto as lenders, and Monroe Capital Management Advisors, LLC.</u>
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

SIGNATURE

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

Dated: October 15, 2021

AGILETHOUGHT, INC.

By: /s/ Jorge Pliego Seguin
Jorge Pliego Seguin
Chief Financial Officer

EIGHTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

This EIGHTH AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), dated as of October 14, 2021, is entered into by and among IT GLOBAL HOLDING LLC, a Delaware limited liability company ("IT Global"), 4TH SOURCE LLC a Delaware limited liability company ("4th Source"), AGILETHOUGHT, LLC, a Florida limited liability company ("AgileThought"), AN EXTEND, S.A. de C.V., a *sociedad anonima de capital variable* incorporated under the laws of Mexico ("AN Extend"), AN EVOLUTION S. DE R.L. DE C.V., a *sociedad de responsabilidad limitada de capital variable* incorporated under the laws of Mexico ("AN Evolution," and together with IT Global, 4th Source, AgileThought, and AN Extend, each a "Borrower" and collectively, the "Borrowers"), AN GLOBAL LLC, a Delaware limited liability company ("Intermediate Holdings"), AGILETHOUGHT, INC. (f/k/a AN GLOBAL INC.), a Delaware corporation ("Ultimate Holdings" and together with Intermediate Holdings, the "Holdings Companies"), the Guarantors (as defined in the Credit Agreement defined below) listed on the signature pages hereto, the financial institutions party hereto as lenders (together with their respective successors and assigns, the "Lenders"), and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company ("Monroe Capital"), as Administrative Agent for the Lenders (the "Administrative Agent").

RECITALS

WHEREAS, Borrowers, Holdings Companies, the Lenders party thereto, and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement, dated as of July 18, 2019, as amended by that certain Waiver and First Amendment, dated as of January 30, 2020, that certain Waiver and Second Amendment, dated as of May 14, 2020, that certain Waiver and Third Amendment, dated as of February 2, 2021, that certain Fourth Amendment, dated as of April 30, 2021, that certain Fifth Amendment, dated as of June 24, 2021, that certain Sixth Amendment, dated as of July 26, 2021 and that certain Seventh Amendment, dated as of September 30, 2021 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrowers and Holdings Companies now desire that the Administrative Agent and the Lenders agree to make certain amendments to the Credit Agreement; and

WHEREAS, the Administrative Agent and the Lenders have agreed to do so, but only on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the matters set forth in the above Recitals and the covenants and provisions herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

Section 1 Amendment to Credit Agreement. Subject to the effectiveness of this Amendment, including, without limitation, the satisfaction of the conditions of effectiveness set forth in Section 3 below, on the Amendment No. 8 Effective Date (as defined below), the Credit Agreement is hereby amended as follows:

- 1.1 Section 6.4.2 of the Credit Agreement is hereby amended and restated in its entirety as follows:

6.4.2 Term Loans. Borrowers shall repay the aggregate outstanding principal amount of the Term Loans (including, without limitation, the Existing Term Loans, the Closing Date Term Loans, and any Incremental Term Loans) (a) in consecutive quarterly installments equal to the Scheduled Term Loan Payment Amount on the last Business Day of each of March, June, September and December commencing on September 30, 2019 (other than for the four consecutive months ending April 30, 2021 through and including July 31, 2021 (the “Modified Amortization Period”), which shall amortize as set forth in clause (b)), (b) on October 29, 2021, an amortization payment (reflecting amortization payments that would otherwise have been due during the Modified Amortization Period) in the amount of \$4,000,000 and (c) a final installment equal to the remaining outstanding principal balance of the Term Loans, payable on the Termination Date. Unless sooner paid in full, the outstanding principal balance of the Term Loans must be paid in full on the Termination Date.

Section 2 Definitions. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Credit Agreement as amended hereby.

Section 3 Conditions Precedent to Effectiveness of Amendment. This Amendment shall become effective upon the satisfaction of each of the following conditions (the date on which all such conditions precedent have been satisfied, the “Amendment No. 8 Effective Date”):

3.1 Administrative Agent shall have received a copy of this Amendment signed by the Loan Parties, the Administrative Agent and the Required Lenders;

3.2 Administrative Agent shall have received evidence of payment by the Borrowers of all accrued and unpaid fees, costs and expenses incurred prior to or on the Amendment No. 8 Effective Date, including all Attorney Costs of the Administrative Agent incurred prior to or on the Amendment No. 8 Effective Date; and

3.3 All representations and warranties set forth in Section 4 hereof are true and correct.

Section 4 Representations and Warranties. To induce the Administrative Agent and the Lenders to execute this Amendment, each Loan Party hereby represents and warrants to the Administrative Agent and the Lenders as follows:

4.1 the execution, delivery and performance of this Amendment by the Loan Parties has been duly authorized, and this Amendment constitutes the legal, valid and binding obligation of each Loan Party, enforceable against such Loan Party in accordance with its terms, except as the enforceability may be limited by bankruptcy, insolvency and similar laws affecting the enforceability of creditors’ rights generally and to general principles of equity;

4.2 the execution, delivery and performance of this Amendment by each Loan Party does not require any consent or approval of any governmental agency or authority (other than (i) any consent or approval which has been obtained and is in full force and effect, or (ii) where the failure to obtain such consent would not reasonably be expected to result in a Material Adverse Effect);

4.3 after giving effect to this Amendment and the transactions contemplated hereby, each of the representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects (unless any such representation or warranty is by its terms qualified by

concepts of materiality, in which case that representation or warranty is true and correct in all respects) with the same effect as if then made (except to the extent stated to relate to a specific earlier date, in which case that representation or warranty is true and correct in all material respects or in all respects, as applicable, as of that earlier date); and

4.4 after giving effect to this Amendment and the transactions contemplated hereby, no Default or Event of Default has occurred and is continuing or would result from the execution and effectiveness of this Amendment.

Section 5 Ratification and Reaffirmation. Each Loan Party hereby ratifies and confirms the Credit Agreement and each other Loan Document to which it is a party, in each case, as amended prior to the date hereof and as amended hereby, each of which shall remain in full force and effect according to their respective terms. In connection with the execution and delivery of this Amendment and the other Loan Documents delivered herewith, each Loan Party, as borrower, debtor, grantor, mortgagor, pledgor, guarantor, assignor, obligor or in other similar capacities in which such Loan Party grants liens or security interests in its properties or otherwise acts as an accommodation party, guarantor, obligor or indemnitor or in such other similar capacities, as the case may be, in any case under any Loan Documents, hereby (a) ratifies, reaffirms, confirms and continues all of its payment and performance and other obligations, including obligations to indemnify, guarantee, act as surety, or as principal obligor, in each case contingent or otherwise, under each of such Loan Documents to which it is a party, (b) ratifies, reaffirms, confirms and continues its grant of liens on, or security interests in, and assignments of its properties pursuant to such Loan Documents to which it is a party as security for the Obligations, and (c) confirms and agrees that such liens and security interests secure all of the Obligations. Each Loan Party hereby consents to the terms and conditions of the Credit Agreement, as amended prior to the date hereof and as amended hereby. Each Loan Party acknowledges (i) that each of the Loan Documents to which it is a party remains in full force and effect, (ii) that each of the Loan Documents to which it is a party, as amended prior to the date hereof and as amended hereby, is hereby ratified, continued and confirmed, (iii) that any and all obligations of such Loan Party under any one or more such documents to which it is a party is hereby ratified, continued and reaffirmed, and (iv) that, to such Loan Party's knowledge, there exists no offset, counterclaim, deduction or defense to any obligations described in this Section 5. This Amendment shall not constitute a course of dealing with the Administrative Agent or the Lenders at variance with the Credit Agreement or the other Loan Documents such as to require further notice by the Administrative Agent or the Lenders to require strict compliance with the terms of the Credit Agreement and the other Loan Documents in the future.

Section 6 Miscellaneous.

6.1 Signatures; Effect of Amendment. By executing this Amendment, each of the Loan Parties is deemed to have executed the Credit Agreement, as amended hereby, as a Borrower and a Loan Party (or, in the case of the Holdings Companies and the Guarantors, solely as a Loan Party). All such Loan Parties, the Administrative Agent, and the Lenders acknowledge and agree that (a) nothing contained in this Amendment in any manner or respect limits or terminates any of the provisions of the Credit Agreement or any of the other Loan Documents other than as expressly set forth herein and further agree and acknowledge that the Credit Agreement (as amended hereby) and each of the other Loan Documents remain and continue in full force and effect and are hereby ratified and confirmed, and (b) other than as expressly set forth herein, the obligations under the Credit Agreement and the guarantees, pledges and grants of security interests created under or pursuant to the Credit Agreement and the other Loan Documents continue in full force and effect in accordance with their respective terms and the Collateral secures and shall continue to secure the Loan Parties' obligations under the Credit Agreement

(as amended hereby) and any other obligations and liabilities provided for under the Loan Documents. Except to the extent expressly set forth herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any rights, power or remedy of the Administrative Agent or the Lenders under the Credit Agreement or any other Loan Document, nor constitute a waiver of any provision of the Credit Agreement or any other Loan Document, nor constitute a novation of any of the Obligations under the Credit Agreement or obligations under the Loan Documents. This Amendment does not extinguish the indebtedness or liabilities outstanding in connection with the Credit Agreement or any of the other Loan Documents. No delay on the part of the Administrative Agent or any Lender in exercising any of their respective rights, remedies, powers and privileges under the Credit Agreement or any of the Loan Documents or partial or single exercise thereof, shall constitute a waiver thereof. None of the terms and conditions of this Amendment may be changed, waived, modified or varied in any manner, whatsoever, except in accordance with Section 15.1 of the Credit Agreement.

6.2 Counterparts. This Amendment may be executed electronically and in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of the executed counterpart of this Amendment by telecopy or electronic mail shall be as effective as delivery of a manually executed counterpart to this Amendment.

6.3 Severability. The illegality or unenforceability of any provision of this Amendment or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Amendment or any instrument or agreement required hereunder.

6.4 Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

6.5 Entire Agreement. This Amendment embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof.

6.6 References. Any reference to the Credit Agreement contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require. Reference in any of this Amendment, the Credit Agreement, or any other Loan Document to the Credit Agreement shall be a reference to the Credit Agreement as amended hereby and as may be further amended, modified, restated, supplemented or extended from time to time.

6.7 Governing Law. THIS AMENDMENT IS A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN THAT STATE, WITHOUT REGARD TO CONFLICT-OF-LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6.8 Payment of Costs and Expenses. Each Loan Party, jointly and severally, agree pursuant to the terms of Section 15.5 of the Credit Agreement, to pay on demand all reasonable out-of-pocket costs and expenses of the Administrative Agent incurred in connection with the transactions contemplated hereby (including Attorney Costs and Taxes) in connection with the preparation, execution and delivery of this Amendment and the other Loan Documents.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

LOAN PARTIES:

IT GLOBAL HOLDING LLC, a Delaware limited liability company,
as a Borrower and a Guarantor

By: /s/ Manuel Senderos Fernandez
Name: Manuel Senderos Fernandez
Title: President

4TH SOURCE LLC, a Delaware limited liability company, as a
Borrower and a Guarantor

By: /s/ Manuel Senderos Fernandez
Name: Manuel Senderos Fernandez
Title: President

AGILETHOUGHT LLC, a Florida limited liability company, as a
Borrower

By: /s/ Manuel Senderos Fernandez
Name: Manuel Senderos Fernandez
Title: President

AN EVOLUTION, S. DE R.L. DE C.V., a *sociedad de
responsabilidad limitada de capital variable* incorporated under the
laws of Mexico, as a Borrower

By: /s/ Manuel Senderos Fernandez
Name: Manuel Senderos Fernandez
Title: Attorney-in-fact

By: /s/ Mauricio Garduño
Name: Mauricio Garduño
Title: Attorney-in-fact

AN EXTEND, S.A. DE C.V., a *sociedad anonima de capital variable* incorporated under the laws of Mexico, as a Borrower

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: President

AN GLOBAL LLC, a Delaware limited liability company, as a Holdings Company and a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: President

AGILETHOUGHT, INC. (f/k/a AN GLOBAL INC.), a Delaware corporation, as a Holdings Company and a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: President

4TH SOURCE HOLDING CORP., a Delaware corporation, as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

4TH SOURCE MEXICO, LLC, a Delaware limited liability company, as a Guarantor

By: /s/ Manuel Senderos Fernandez
Name: Manuel Senderos Fernandez
Title: President

AGS ALPAMA GLOBAL SERVICES USA LLC, a Delaware limited liability company, as a Guarantor

By: /s/ Jorge Pliego Seguin
Name: Jorge Pliego Seguin
Title: Treasurer

AN USA, a California corporation, as a Guarantor

By: /s/ Manuel Senderos Fernandez
Name: Manuel Senderos Fernandez
Title: President

QMX INVESTMENT HOLDINGS USA, INC., a Delaware corporation, as a Guarantor

By: /s/ Jorge Pliego Seguin
Name: Jorge Pliego
Title: Treasurer

ENTREPIDS TECHNOLOGY INC., a
Delaware corporation, as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

AGS ALPAMA GLOBAL SERVICES
MEXICO, S.A. DE C.V., a sociedad anonima de
capital variable incorporated under the laws of
Mexico, as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

AGILETHOUGHT DIGITAL SOLUTIONS
S.A.P.I. de C.V. (f/k/a North American Software,
S.A.P.I. de C.V.), a sociedad anónima promotora
de inversiones de capital variable incorporated
under the laws of Mexico, as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

AgileThought Mexico, S.A. de C.V., a sociedad anonima de capital variable incorporated under the laws of Mexico, as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

AN DATA INTELLIGENCE, S.A. DE C.V., a sociedad anonima de capital variable incorporated under the laws of Mexico, as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

ANZEN SOLUCIONES, S.A. DE C.V., a sociedad anonima de capital variable incorporated under the laws of Mexico, as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

AN UX, S.A. DE C.V., a sociedad anonima de capital variable incorporated under the laws of Mexico, as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

FAKTOS INC., S.A.P.I. DE C.V., a sociedad
anónima promotora de inversiones de capital
variable incorporated under the laws of Mexico,
as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

Signature page to Eighth Amendment

FACULTAS ANALYTICS, S.A.P.I. DE C.V., a sociedad anónima promotora de inversiones de capital variable incorporated under the laws of Mexico, as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

By: /s/ Mauricio Garduño

Name: Mauricio Garduño

Title: Attorney-in-fact

AgileThought Servicios Administrativos, S.A. de C.V., a sociedad anónima de capital variable incorporated under the laws of Mexico, as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

AgileThought Servicios Mexico, S.A. de C.V., a sociedad anónima de capital variable incorporated under the laws of Mexico, as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

By: /s/ Mauricio Garduño

Name: Mauricio Garduño

Title: Attorney-in-fact

CUARTO ORIGEN, S DE R.L. DE C.V., a sociedad de responsabilidad limitada de capital variable organized under the laws of Mexico, as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

ENTREPIDS MEXICO, S.A. DE C.V., a sociedad
anonima de capital variable incorporated under
the laws of Mexico, as a Guarantor

By: /s/ Manuel Senderos Fernandez

Name: Manuel Senderos Fernandez

Title: Attorney-in-fact

By: /s/ Mauricio Garduño

Name: Mauricio Garduño

Title: Attorney-in-fact

Signature page to Eighth Amendment

ADMINISTRATIVE AGENT:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as
Administrative Agent

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER:

MC FINANCING SPV I, LLC,
in its capacity as a Lender

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

LENDER:

MONROE CAPITAL CORPORATION,
in its capacity as a Lender

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER:

MONROE CAPITAL PRIVATE CREDIT FUND III FINANCING
SPV LLC,
in its capacity as a Lender

By: MONROE CAPITAL PRIVATE CREDIT FUND III LP,
as Designated Manager

By: MONROE CAPITAL PRIVATE CREDIT FUND III LLC,
its general partner as Assignee

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER:

MONROE CAPITAL PRIVATE CREDIT FUND I FINANCING SPV
LLC,
in its capacity as a Lender

By: MONROE CAPITAL PRIVATE CREDIT FUND I LP,
as Designated Manager

By: MONROE CAPITAL PRIVATE CREDIT FUND I LLC,
its general partner

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER:

MONROE CAPITAL PRIVATE CREDIT FUND II FINANCING
SPV LLC,
in its capacity as a Lender

By: MONROE CAPITAL PRIVATE CREDIT FUND II LP,
as Designated Manager

By: MONROE CAPITAL PRIVATE CREDIT FUND II LLC,
its general partner

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER:

MONROE CAPITAL PRIVATE CREDIT FUND III LP,
in its capacity as a Lender

By: MONROE CAPITAL PRIVATE CREDIT FUND III LLC,
its general partner

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER:

MONROE CAPITAL PRIVATE CREDIT FUND III
(UNLEVERAGED) LP,
in its capacity as a Lender

By: MONROE CAPITAL PRIVATE CREDIT FUND III LLC,
its general partner

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER:

MONROE CAPITAL PRIVATE CREDIT FUND II
(UNLEVERAGED) LP,
in its capacity as a Lender

By: MONROE CAPITAL PRIVATE CREDIT FUND II LLC,
its general partner

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER:

MONROE CAPITAL PRIVATE CREDIT FUND A LP,
in its capacity as a Lender

By: MONROE CAPITAL PRIVATE CREDIT FUND A LLC,
its general partner

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER:

MONROE CAPITAL PRIVATE CREDIT FUND I LP,
in its capacity as a Lender

By: MONROE CAPITAL PRIVATE CREDIT FUND I LLC,
its general partner

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER:

MONROE CAPITAL PRIVATE CREDIT FUND II LP,
in its capacity as a Lender

By: MONROE CAPITAL PRIVATE CREDIT FUND II LLC,
its general partner

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER: MONROE CAPITAL FUND SV S.A.R.L., ACTING IN RESPECT OF ITS FUND III (UNLEVERAGED) COMPARTMENT,
in its capacity as a Lender

By: MONROE CAPITAL MANAGEMENT ADVISORS LLC, as Investment Manager

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER: MONROE CAPITAL PRIVATE CREDIT FUND III (LUX) FINANCING HOLDCO LP, in its capacity as a Lender

By: MONROE CAPITAL PRIVATE CREDIT FUND III (LUX) FINANCING
HOLDCO GP LLC, its General Partner

By: MONROE CAPITAL MANAGEMENT ADVISORS LLC, as Manager

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER: MONROE CAPITAL PRIVATE CREDIT FUND III (LUX) FINANCING SPV LP, in its capacity as a Lender

By: MONROE CAPITAL PRIVATE CREDIT FUND III (LUX) FINANCING SPV GP
LLC, its General Partner

By: MONROE CAPITAL MANAGEMENT ADVISORS LLC, as Manager

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER: MONROE CAPITAL FUND SV S.A.R.L., ACTING IN RESPECT OF ITS MARSUPIAL COMPARTMENT

By: MONROE CAPITAL MANAGEMENT ADVISORS LLC, as Investment Manager

By: /s/ Jeffrey Cupples
Name: Jeffrey Cupples
Title: Managing Director

Signature page to Eighth Amendment

LENDER:

MONROE CAPITAL MML CLO 2017-1, LTD.,

By: MONROE CAPITAL MANAGEMENT LLC, as Collateral Manager Attorney-in
Fact

By: /s/ Seth Friedman
Name: Seth Friedman
Title: Managing Director

Signature page to Eighth Amendment

LENDER: MONROE CAPITAL MML CLO VI, LTD.

By: MONROE CAPITAL

MANAGEMENT LLC, as Asset
Manager and Attorney-in-fact

By: /s/ Seth Friedman

Name: Seth Friedman

Title: Managing Director

Signature page to Eighth Amendment

LENDER:

MONROE CAPITAL MML CLO VII, LTD.

By: MONROE CAPITAL ASSET MANAGEMENT LLC, as Collateral Manager and
Attorney-in-fact

By: /s/ Seth Friedman
Name: Seth Friedman
Title: Managing Director

Signature page to Eighth Amendment

LENDER:

MONROE CAPITAL MML CLO VIII, LTD.

By: MONROE CAPITAL ASSET MANAGEMENT LLC, as Servicer and Attorney-in-fact

By: /s/ Seth Friedman
Name: Seth Friedman
Title: Managing Director

Signature page to Eighth Amendment