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

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**FORM 10-Q**

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(Mark One)

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

For the quarterly period ended June 29, 2024

OR

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 0-21238



**LANDSTAR SYSTEM, INC.**

(Exact name of registrant as specified in its charter)

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

**06-1313069**  
(I.R.S. Employer  
Identification No.)

**13410 Sutton Park Drive South, Jacksonville, Florida**  
(Address of principal executive offices)

**32224**  
(Zip Code)

**(904) 398-9400**  
(Registrant's telephone number, including area code)

N/A  
(Former name, former address and former fiscal year, if changed since last report)

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

| Title of each class | Trading<br>Symbol(s) | Name of each exchange<br>on which registered |
|---------------------|----------------------|--|
| Common Stock        | LSTR                 | NASDAQ                                       |

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days: Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit

such files): Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer   
Non-accelerated filer

Accelerated filer   
Smaller reporting company   
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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The number of shares of the registrant’s common stock, par value \$0.01 per share, outstanding as of the close of business on July 22, 2024 was 35,452,581.

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**PART I - FINANCIAL INFORMATION**

Item 1. Financial Statements

The interim consolidated financial statements contained herein reflect all adjustments (all of a normal, recurring nature) which, in the opinion of management, are necessary for a fair statement of the financial condition, results of operations, cash flows and changes in shareholders' equity for the periods presented. They have been prepared in accordance with Rule 10-01 of Regulation S-X and do not include all the information and footnotes required by generally accepted accounting principles for complete financial statements. Operating results for the twenty-six weeks ended June 29, 2024 are not necessarily indicative of the results that may be expected for the entire fiscal year ending December 28, 2024.

These interim consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's 2023 Annual Report on Form 10-K.

LANDSTAR SYSTEM, INC. AND SUBSIDIARY  
CONSOLIDATED BALANCE SHEETS  
(Dollars in thousands, except per share amounts)  
(Unaudited)

|   | June 29,<br>2024    | December 30,<br>2023 |
|---|---------------------|----------------------|
| <b>ASSETS</b>   |                     |                      |
| Current Assets  |                     |                      |
| Cash and cash equivalents   | \$ 438,062          | \$ 481,043           |
| Short-term investments  | 65,959              | 59,661               |
| Trade accounts receivable, less allowance of \$11,697 and \$11,738  | 724,479             | 743,762              |
| Other receivables, including advances to independent contractors, less allowance of \$15,974 and \$14,010 | 42,117              | 43,339               |
| Other current assets  | 44,568              | 24,936               |
| Total current assets  | <u>1,315,185</u>    | <u>1,352,741</u>     |
| Operating property, less accumulated depreciation and amortization of \$449,364 and \$436,682             | 285,995             | 284,300              |
| Goodwill  | 41,607              | 42,275               |
| Other assets  | 112,417             | 122,530              |
| Total assets  | <u>\$ 1,755,204</u> | <u>\$ 1,801,846</u>  |
| <b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>   |                     |                      |
| Current Liabilities   |                     |                      |
| Cash overdraft  | \$ 58,358           | \$ 61,541            |
| Accounts payable  | 401,535             | 395,980              |
| Current maturities of long-term debt  | 27,980              | 27,876               |
| Insurance claims  | 42,677              | 41,825               |
| Dividends payable   | —                   | 71,433               |
| Other current liabilities   | 75,168              | 76,569               |
| Total current liabilities   | <u>605,718</u>      | <u>675,224</u>       |
| Long-term debt, excluding current maturities  | 45,397              | 43,264               |
| Insurance claims  | 59,862              | 58,922               |
| Deferred income taxes and other noncurrent liabilities  | 43,415              | 40,513               |
| Shareholders' Equity  |                     |                      |
| Common stock, \$0.01 par value, authorized 160,000,000 shares, issued 68,553,927 and 68,497,324 shares    | 686                 | 685                  |
| Additional paid-in capital  | 256,084             | 254,642              |
| Retained earnings   | 2,859,786           | 2,783,645            |
| Cost of 33,102,276 and 32,780,651 shares of common stock in treasury                                      | (2,106,266)         | (2,048,184)          |
| Accumulated other comprehensive loss  | (9,478)             | (6,865)              |
| Total shareholders' equity  | <u>1,000,812</u>    | <u>983,923</u>       |
| Total liabilities and shareholders' equity  | <u>\$ 1,755,204</u> | <u>\$ 1,801,846</u>  |

See accompanying notes to consolidated financial statements.

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LANDSTAR SYSTEM, INC. AND SUBSIDIARY  
CONSOLIDATED STATEMENTS OF INCOME  
(Dollars in thousands, except per share amounts)  
(Unaudited)

|   | <u>Twenty-Six Weeks Ended</u> |                         | <u>Thirteen Weeks Ended</u> |                         |
|---|-------------------------------|-------------------------|-----------------------------|-------------------------|
|   | <u>June 29,<br/>2024</u>      | <u>July 1,<br/>2023</u> | <u>June 29,<br/>2024</u>    | <u>July 1,<br/>2023</u> |
| Revenue   | \$ 2,396,048                  | \$ 2,809,532            | \$ 1,225,005                | \$ 1,373,857            |
| Investment income   | 7,066                         | 3,852                   | 3,654                       | 2,484                   |
| Costs and expenses:   |                               |                         |                             |                         |
| Purchased transportation  | 1,855,579                     | 2,154,491               | 950,058                     | 1,053,197               |
| Commissions to agents   | 197,098                       | 248,153                 | 99,816                      | 122,478                 |
| Other operating costs, net of gains on asset sales/dispositions | 28,994                        | 25,840                  | 14,135                      | 13,462                  |
| Insurance and claims  | 53,432                        | 57,431                  | 27,164                      | 29,784                  |
| Selling, general and administrative                             | 111,361                       | 108,096                 | 54,939                      | 54,529                  |
| Depreciation and amortization                                   | 28,630                        | 30,139                  | 14,488                      | 14,941                  |
| Total costs and expenses  | <u>2,275,094</u>              | <u>2,624,150</u>        | <u>1,160,600</u>            | <u>1,288,391</u>        |
| Operating income  | 128,020                       | 189,234                 | 68,059                      | 87,950                  |
| Interest and debt (income) expense                              | <u>(3,286)</u>                | <u>(1,033)</u>          | <u>(1,675)</u>              | <u>(307)</u>            |
| Income before income taxes                                      | 131,306                       | 190,267                 | 69,734                      | 88,257                  |
| Income taxes  | 31,586                        | 45,513                  | 17,110                      | 21,698                  |
| Net income  | <u>\$ 99,720</u>              | <u>\$ 144,754</u>       | <u>\$ 52,624</u>            | <u>\$ 66,559</u>        |
| Basic and diluted earnings per share                            | <u>\$ 2.79</u>                | <u>\$ 4.03</u>          | <u>\$ 1.48</u>              | <u>\$ 1.85</u>          |
| Average basic and diluted shares outstanding                    | <u>35,702,000</u>             | <u>35,962,000</u>       | <u>35,654,000</u>           | <u>35,941,000</u>       |
| Dividends per common share                                      | <u>\$ 0.66</u>                | <u>\$ 0.60</u>          | <u>\$ 0.33</u>              | <u>\$ 0.30</u>          |

See accompanying notes to consolidated financial statements.

LANDSTAR SYSTEM, INC. AND SUBSIDIARY  
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME  
(Dollars in thousands)  
(Unaudited)

|  | <u>Twenty-Six Weeks Ended</u> |                         | <u>Thirteen Weeks Ended</u> |                         |
|--|-------------------------------|-------------------------|-----------------------------|-------------------------|
|  | <u>June 29,<br/>2024</u>      | <u>July 1,<br/>2023</u> | <u>June 29,<br/>2024</u>    | <u>July 1,<br/>2023</u> |
| Net income   | \$ 99,720                     | \$ 144,754              | \$ 52,624                   | \$ 66,559               |
| Other comprehensive (loss) income:   |                               |                         |                             |                         |
| Unrealized holding gains (losses) on available-for-sale investments, net of tax expense (benefit) of<br>\$204, \$214, \$112 and (\$92) | 746                           | 782                     | 410                         | (338)                   |
| Foreign currency translation (losses) gains  | (3,359)                       | 3,831                   | (3,053)                     | 2,120                   |
| Other comprehensive (loss) income  | (2,613)                       | 4,613                   | (2,643)                     | 1,782                   |
| Comprehensive income   | <u>\$ 97,107</u>              | <u>\$ 149,367</u>       | <u>\$ 49,981</u>            | <u>\$ 68,341</u>        |

See accompanying notes to consolidated financial statements.



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LANDSTAR SYSTEM, INC. AND SUBSIDIARY  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
(Dollars in thousands)  
(Unaudited)

|   | <u>Twenty-Six Weeks Ended</u> |                         |
|---|-------------------------------|-------------------------|
|   | <u>June 29,<br/>2024</u>      | <u>July 1,<br/>2023</u> |
| <b>OPERATING ACTIVITIES</b>   |                               |                         |
| Net income  | \$ 99,720                     | \$ 144,754              |
| Adjustments to reconcile net income to net cash provided by operating activities: |                               |                         |
| Depreciation and amortization   | 28,630                        | 30,139                  |
| Non-cash interest charges   | 132                           | 132                     |
| Provisions for losses on trade and other accounts receivable                      | 8,840                         | 7,268                   |
| Gains on sales/disposals of operating property                                    | (555)                         | (2,884)                 |
| Deferred income taxes, net  | 1,752                         | (1,178)                 |
| Stock-based compensation  | 3,616                         | 3,126                   |
| Changes in operating assets and liabilities:                                      |                               |                         |
| Decrease in trade and other accounts receivable                                   | 11,665                        | 103,842                 |
| Increase in other assets  | (17,869)                      | (20,258)                |
| Increase (decrease) in accounts payable   | 5,555                         | (48,684)                |
| Decrease in other liabilities   | (935)                         | (17,820)                |
| Increase (decrease) in insurance claims   | 1,792                         | (6,704)                 |
| <b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>                                  | <u>142,343</u>                | <u>191,733</u>          |
| <b>INVESTING ACTIVITIES</b>   |                               |                         |
| Sales and maturities of investments   | 59,791                        | 63,602                  |
| Purchases of investments  | (56,921)                      | (55,507)                |
| Purchases of operating property   | (16,778)                      | (12,631)                |
| Proceeds from sales of operating property   | 3,431                         | 4,582                   |
| <b>NET CASH (USED) PROVIDED BY INVESTING ACTIVITIES</b>                           | <u>(10,477)</u>               | <u>46</u>               |
| <b>FINANCING ACTIVITIES</b>   |                               |                         |
| Decrease in cash overdraft  | (3,183)                       | (35,737)                |
| Dividends paid  | (95,012)                      | (93,440)                |
| Proceeds from exercises of stock options  | —                             | 28                      |
| Taxes paid in lieu of shares issued related to stock-based compensation plans     | (3,260)                       | (9,162)                 |
| Purchases of common stock   | (56,515)                      | (15,433)                |
| Principal payments on finance lease obligations                                   | (14,907)                      | (18,691)                |
| <b>NET CASH USED BY FINANCING ACTIVITIES</b>                                      | <u>(172,877)</u>              | <u>(172,435)</u>        |
| Effect of exchange rate changes on cash and cash equivalents                      | (1,970)                       | 1,603                   |
| (Decrease) increase in cash and cash equivalents                                  | (42,981)                      | 20,947                  |
| Cash and cash equivalents at beginning of period                                  | 481,043                       | 339,581                 |
| Cash and cash equivalents at end of period  | <u>\$ 438,062</u>             | <u>\$ 360,528</u>       |

See accompanying notes to consolidated financial statements.

LANDSTAR SYSTEM, INC. AND SUBSIDIARY  
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY  
Twenty-Six and Thirteen Weeks Ended June 29, 2024 and July 1, 2023  
(Dollars in thousands)  
(Unaudited)

|   | <u>Common Stock</u> |               | <u>Additional<br/>Paid-In<br/>Capital</u> | <u>Retained<br/>Earnings</u> | <u>Treasury Stock at Cost</u> |                      | <u>Accumulated<br/>Other<br/>Comprehensive<br/>(Loss) Income</u> | <u>Total</u>       |
|---|---------------------|---------------|---|------------------------------|-------------------------------|----------------------|--|--------------------|
|   | <u>Shares</u>       | <u>Amount</u> |   |                              | <u>Shares</u>                 | <u>Amount</u>        |  |                    |
| Balance December 30, 2023                                       | 68,497,324          | \$ 685        | \$254,642                                 | \$2,783,645                  | 32,780,651                    | \$(2,048,184)        | \$ (6,865)   | \$ 983,923         |
| Net income  |                     |               |   | 47,096                       |                               |                      |  | 47,096             |
| Dividends (\$0.33 per share)                                    |                     |               |   | (11,802)                     |                               |                      |  | (11,802)           |
| Issuance of stock related to stock-<br>based compensation plans | 50,229              |               | (2,174)                                   |                              | 4,864                         | (886)                |  | (3,060)            |
| Stock-based compensation  |                     |               | 1,724                                     |                              |                               |                      |  | 1,724              |
| Other comprehensive income                                      |                     |               |   |                              |                               |                      | 30   | 30                 |
| Balance March 30, 2024  | <u>68,547,553</u>   | <u>\$ 685</u> | <u>\$254,192</u>                          | <u>\$2,818,939</u>           | <u>32,785,515</u>             | <u>\$(2,049,070)</u> | <u>\$ (6,835)</u>  | <u>\$1,017,911</u> |
| Net income  |                     |               |   | 52,624                       |                               |                      |  | 52,624             |
| Dividends (\$0.33 per share)                                    |                     |               |   | (11,777)                     |                               |                      |  | (11,777)           |
| Purchases of common stock                                       |                     |               |   |                              | 315,649                       | (56,995)             |  | (56,995)           |
| Issuance of stock related to stock-<br>based compensation plans | 6,374               | 1             |   |                              | 1,112                         | (201)                |  | (200)              |
| Stock-based compensation  |                     |               | 1,892                                     |                              |                               |                      |  | 1,892              |
| Other comprehensive loss  |                     |               |   |                              |                               |                      | (2,643)  | (2,643)            |
| Balance June 29, 2024   | <u>68,553,927</u>   | <u>\$ 686</u> | <u>\$256,084</u>                          | <u>\$2,859,786</u>           | <u>33,102,276</u>             | <u>\$(2,106,266)</u> | <u>\$ (9,478)</u>  | <u>\$1,000,812</u> |

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|   | <u>Common Stock</u> |               | <u>Additional<br/>Paid-In<br/>Capital</u> | <u>Retained<br/>Earnings</u> | <u>Treasury Stock at Cost</u> |                      | <u>Accumulated<br/>Other<br/>Comprehensive<br/>(Loss) Income</u> | <u>Total</u>     |
|---|---------------------|---------------|---|------------------------------|-------------------------------|----------------------|--|------------------|
|   | <u>Shares</u>       | <u>Amount</u> |   |                              | <u>Shares</u>                 | <u>Amount</u>        |  |                  |
| Balance December 31, 2022                                       | 68,382,310          | \$ 684        | \$258,487                                 | \$2,635,960                  | 32,455,300                    | \$(1,992,886)        | \$ (15,024)  | \$887,221        |
| Net income  |                     |               |   | 78,195                       |                               |                      |  | 78,195           |
| Dividends (\$0.30 per share)                                    |                     |               |   | (10,806)                     |                               |                      |  | (10,806)         |
| Purchases of common stock                                       |                     |               |   |                              | 89,661                        | (15,433)             |  | (15,433)         |
| Issuance of stock related to stock-<br>based compensation plans | 101,653             | 1             | (7,201)                                   |                              | 5,891                         | (1,008)              |  | (8,208)          |
| Stock-based compensation  |                     |               | 1,852                                     |                              |                               |                      |  | 1,852            |
| Other comprehensive income                                      |                     |               |   |                              |                               |                      | 2,831  | 2,831            |
| Balance April 1, 2023   | <u>68,483,963</u>   | <u>\$ 685</u> | <u>\$253,138</u>                          | <u>\$2,703,349</u>           | <u>32,550,852</u>             | <u>\$(2,009,327)</u> | <u>\$ (12,193)</u>   | <u>\$935,652</u> |
| Net income  |                     |               |   | 66,559                       |                               |                      |  | 66,559           |
| Dividends (\$0.30 per share)                                    |                     |               |   | (10,780)                     |                               |                      |  | (10,780)         |
| Issuance of stock related to stock-<br>based compensation plans | 13,361              |               | (926)                                     |                              |                               |                      |  | (926)            |
| Stock-based compensation  |                     |               | 1,274                                     |                              |                               |                      |  | 1,274            |
| Other comprehensive income                                      |                     |               |   |                              |                               |                      | 1,782  | 1,782            |
| Balance July 1, 2023  | <u>68,497,324</u>   | <u>\$ 685</u> | <u>\$253,486</u>                          | <u>\$2,759,128</u>           | <u>32,550,852</u>             | <u>\$(2,009,327)</u> | <u>\$ (10,411)</u>   | <u>\$993,561</u> |

See accompanying notes to consolidated financial statements.

LANDSTAR SYSTEM, INC. AND SUBSIDIARY  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited)

The consolidated financial statements include the accounts of Landstar System, Inc. and its subsidiary, Landstar System Holdings, Inc., and reflect all adjustments (all of a normal, recurring nature) which are, in the opinion of management, necessary for a fair statement of the results for the periods presented. The preparation of the consolidated financial statements requires the use of management’s estimates. Actual results could differ from those estimates. Landstar System, Inc. and its subsidiary are herein referred to as “Landstar” or the “Company.” Significant intercompany accounts have been eliminated in consolidation.

**(1) Significant Accounting Policies**

***Revenue from Contracts with Customers – Disaggregation of Revenue***

The following table summarizes (i) the percentage of consolidated revenue generated by mode of transportation and (ii) the total amount of truck transportation revenue hauled by BCO Independent Contractors and Truck Brokerage Carriers generated by equipment type during the twenty-six-week and thirteen-week periods ended June 29, 2024 and July 1, 2023 (dollars in thousands):

| Mode                                | Twenty-Six Weeks Ended |                 | Thirteen Weeks Ended |                 |
|-------------------------------------|------------------------|-----------------|----------------------|-----------------|
|                                     | June 29,<br>2024       | July 1,<br>2023 | June 29,<br>2024     | July 1,<br>2023 |
| Truck – BCO Independent Contractors | 38%                    | 37%             | 38%                  | 38%             |
| Truck – Truck Brokerage Carriers    | 52%                    | 55%             | 52%                  | 53%             |
| Rail intermodal                     | 2%                     | 2%              | 2%                   | 2%              |
| Ocean and air cargo carriers        | 5%                     | 5%              | 6%                   | 5%              |
| <b><u>Truck Equipment Type</u></b>  |                        |                 |                      |                 |
| Van equipment                       | \$ 1,247,244           | \$ 1,458,124    | \$ 618,940           | \$ 703,041      |
| Unsided/platform equipment          | \$ 723,995             | \$ 772,336      | \$ 380,950           | \$ 394,772      |
| Less-than-truckload                 | \$ 53,707              | \$ 62,673       | \$ 28,090            | \$ 31,115       |
| Other truck transportation (1)      | \$ 149,675             | \$ 277,520      | \$ 77,709            | \$ 118,017      |

- (1) Includes power-only, expedited, straight truck, cargo van, and miscellaneous other truck transportation revenue generated by the transportation logistics segment. Power-only refers to shipments where the Company furnishes a power unit and an operator but not trailing equipment, which is typically provided by the shipper or consignee.

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### (2) Share-based Payment Arrangements

As of June 29, 2024, the Company has an employee equity incentive plan, the 2011 equity incentive plan (the “2011 EIP”). The Company also has a stock compensation plan for members of its Board of Directors, the 2022 Directors Stock Compensation Plan (the “2022 DSCP”). 6,000,000 shares of the Company’s common stock were authorized for issuance under the 2011 EIP and 200,000 shares of the Company’s common stock were authorized for issuance under the 2022 DSCP. The 2011 EIP and 2022 DSCP are each referred to herein as a “Plan,” and, collectively, as the “Plans.” Amounts recognized in the financial statements with respect to these Plans are as follows (in thousands):

|   | Twenty-Six Weeks Ended |                 | Thirteen Weeks Ended |               |
|---|------------------------|-----------------|----------------------|---------------|
|   | June 29, 2024          | July 1, 2023    | June 29, 2024        | July 1, 2023  |
| Total cost of the Plans during the period                         | \$ 3,616               | \$ 3,126        | \$ 1,892             | \$ 1,274      |
| Amount of related income tax benefit recognized during the period | (1,684)                | (3,592)         | (532)                | (841)         |
| Net cost of the Plans during the period                           | <u>\$ 1,932</u>        | <u>\$ (466)</u> | <u>\$ 1,360</u>      | <u>\$ 433</u> |

Included in income tax benefits recognized in the twenty-six-week periods ended June 29, 2024 and July 1, 2023 were excess tax benefits from stock-based awards of \$799,000 and \$2,825,000, respectively.

As of June 29, 2024, there were 181,450 shares of the Company’s common stock reserved for issuance under the 2022 DSCP and 2,753,140 shares of the Company’s common stock reserved for issuance under the 2011 EIP.

### Restricted Stock Units

The following table summarizes information regarding the Company’s outstanding restricted stock unit (“RSU”) awards with either a performance condition or a market condition under the Plans:

|                                  | Number of RSUs | Weighted Average Grant Date Fair Value |
|----------------------------------|----------------|--|
| Outstanding at December 30, 2023 | 132,722        | \$ 138.93                              |
| Granted                          | 102,522        | \$ 138.84                              |
| Vested shares                    | (36,249)       | \$ 131.10                              |
| Forfeited                        | (4,415)        | \$ 155.00                              |
| Outstanding at June 29, 2024     | <u>194,580</u> | <u>\$ 139.98</u>                       |

During the twenty-six-week period ended June 29, 2024, the Company granted RSUs with a performance condition and RSUs with a market condition, as further described below. Outstanding RSUs at both December 30, 2023 and June 29, 2024 include RSUs with a performance condition and RSUs with a market condition, as further described below and in the Company’s 2023 Annual Report on Form 10-K.

RSUs with a performance condition granted on February 2, 2024 may vest on January 31 of 2027, 2028 and 2029 based on growth in operating income and pre-tax income per diluted share from continuing operations as compared to the results from the 2023 fiscal year.

On February 2, 2024, the Company granted 58,268 RSUs that vest based on a market condition. These RSUs may vest based on the achievement of the target Company’s total shareholder return (“TSR”) compound annual growth rate, adjusted to reflect dividends (if any) paid during such periods and capital adjustments as may be necessary, and are eligible to vest annually starting after the sixth anniversary of the grant date and concluding after the tenth anniversary of the grant date. The fair value of this RSU award was determined at the time of grant based on the expected achievement of the market condition. With respect to these RSU awards, the Company reports compensation expense ratably over the service period of the award based on the number of units granted multiplied by the grant date fair value of the RSU. Previously recognized compensation cost would be reversed only if the employee did not complete the requisite service period due to termination of employment.

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The Company recognized approximately \$1,315,000 and \$1,294,000 of share-based compensation expense related to RSU awards in the twenty-six-week periods ended June 29, 2024 and July 1, 2023, respectively. As of June 29, 2024, there was a maximum of \$47.8 million of total unrecognized compensation cost related to RSU awards granted under the Plans with an expected average remaining life of approximately 3.8 years. With respect to RSU awards with a performance condition, the amount of future compensation expense to be recognized will be determined based on future operating results.

### Non-vested Restricted Stock and Deferred Stock Units

The following table summarizes information regarding the Company's outstanding shares of non-vested restricted stock and Deferred Stock Units (defined below) under the Plans:

|                                 | <u>Number of Shares<br/>and Deferred Stock<br/>Units</u> | <u>Weighted Average<br/>Grant Date<br/>Fair Value</u> |
|---------------------------------|--|---|
| Non-vested at December 30, 2023 | 46,348   | \$ 158.38   |
| Granted                         | 31,525   | \$ 187.08   |
| Vested                          | (25,126)   | \$ 151.31   |
| Forfeited                       | (295)  | \$ 169.89   |
| Non-vested at June 29, 2024     | <u>52,452</u>  | <u>\$ 178.95</u>                                      |

The fair value of each share of non-vested restricted stock issued and Deferred Stock Unit granted under the Plans is based on the fair value of a share of the Company's common stock on the date of grant. Shares of non-vested restricted stock are generally subject to vesting in three equal annual installments either on the first, second and third anniversary of the date of the grant or the third, fourth and fifth anniversary of the date of the grant, in two equal annual installments on the first and second anniversary of the date of the grant or 100% on the first, third or fifth anniversary of the date of the grant. For restricted stock awards granted under the 2022 DSCP, each recipient may elect to defer receipt of shares and instead receive restricted stock units ("Deferred Stock Units"), which represent contingent rights to receive shares of the Company's common stock on the date of the recipient's separation from service from the Board of Directors, or, if earlier, upon a change in control event of the Company. Deferred Stock Units become vested 100% on the first anniversary of the date of the grant. Deferred Stock Units do not represent actual ownership in shares of the Company's common stock and the recipient does not have voting rights or other incidents of ownership until the shares are issued. However, Deferred Stock Units do contain the right to receive dividend equivalent payments prior to settlement into shares.

As of June 29, 2024, there was \$7,368,000 of total unrecognized compensation cost related to non-vested shares of restricted stock and Deferred Stock Units granted under the Plans. The unrecognized compensation cost related to these non-vested shares of restricted stock and Deferred Stock Units is expected to be recognized over a weighted average period of 1.9 years.

### Stock Options

The Company had no issued and outstanding vested or unvested stock options or unrecognized compensation costs related to non-vested stock options granted under the Plans as of December 30, 2023 or June 29, 2024. The total intrinsic value of stock options exercised during the twenty-six-week period ended July 1, 2023 was \$218,000.

### **(3) Income Taxes**

The provisions for income taxes for the 2024 and 2023 twenty-six-week periods were based on estimated annual effective income tax rates of 24.5% and 24.4%, respectively, adjusted for discrete events, such as benefits resulting from stock-based awards. The effective income tax rate for the 2024 twenty-six-week period was 24.1%. The effective income tax rate was higher than the statutory federal income tax rate of 21% in the 2024 period primarily attributable to state taxes. The effective income tax rate for the 2023 twenty-six-week period was 23.9%. The effective income tax rate was higher than the statutory federal income tax rate of 21% in the 2023 period primarily attributable to state taxes.

### **(4) Earnings Per Share**

Basic earnings per common share are based on the weighted average number of shares outstanding, which includes outstanding non-vested restricted stock and outstanding Deferred Stock Units. Diluted earnings per share are based on the weighted average number of common shares outstanding plus the incremental shares that would have been outstanding upon the assumed exercise of all dilutive stock options. For each of the twenty-six-week and thirteen-week periods ended June 29, 2024 and July 1, 2023, the weighted-average number of common shares outstanding is the same for purposes of the calculations of both basic and diluted earnings per share. During and as of

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the twenty-six-week period ended June 29, 2024, there were no outstanding stock options issued by the Company. For the twenty-six-week period ended July 1, 2023, the impact on earnings per share of future compensation expense related to outstanding, unvested time-based awards was greater than the incremental impact of outstanding dilutive stock options, and would therefore have an anti-dilutive effect on earnings per share if included in the calculation of earnings per share. Accordingly, the Company had no reconciling items between the average number of common shares outstanding used to calculate basic earnings per common share and the average number of common shares and common share equivalents outstanding used to calculate diluted earnings per share during each of the 2024 and 2023 twenty-six-week and thirteen-week periods.

Outstanding RSUs were excluded from the calculation of diluted earnings per share for all periods because the performance metric requirements or market condition for vesting had not been satisfied.

### (5) Additional Cash Flow Information

During the 2024 twenty-six-week period, Landstar paid income taxes and interest of \$28,096,000 and \$1,628,000, respectively. During the 2023 twenty-six-week period, Landstar paid income taxes and interest of \$47,818,000 and \$1,957,000, respectively. Landstar acquired operating property by entering into finance leases in the amount of \$17,144,000 in the 2024 twenty-six-week period. Landstar did not acquire any operating property by entering into finance leases in the 2023 twenty-six-week period. During the 2024 twenty-six-week period, the Company purchased its common stock at a total cost of \$56,995,000, including \$56,515,000 in cash purchases and accrued excise tax of \$480,000, which is included in other current liabilities in the consolidated balance sheet at June 29, 2024.

### (6) Segment Information

The following table summarizes information about the Company's reportable business segments as of and for the twenty-six-week and thirteen-week periods ended June 29, 2024 and July 1, 2023 (in thousands):

|                                   | Twenty-Six Weeks Ended      |           |              |                             |           |              |
|-----------------------------------|-----------------------------|-----------|--------------|-----------------------------|-----------|--------------|
|                                   | June 29, 2024               |           |              | July 1, 2023                |           |              |
|                                   | Transportation<br>Logistics | Insurance | Total        | Transportation<br>Logistics | Insurance | Total        |
| External revenue                  | \$ 2,363,607                | \$ 32,441 | \$ 2,396,048 | \$ 2,772,439                | \$ 37,093 | \$ 2,809,532 |
| Internal revenue                  |                             | 53,346    | 53,346       |                             | 52,178    | 52,178       |
| Investment income                 |                             | 7,066     | 7,066        |                             | 3,852     | 3,852        |
| Operating income                  | 93,452                      | 34,568    | 128,020      | 158,853                     | 30,381    | 189,234      |
| Expenditures on long-lived assets | 16,778                      |           | 16,778       | 12,631                      |           | 12,631       |
| Goodwill                          | 41,607                      |           | 41,607       | 42,166                      |           | 42,166       |

  

|                                   | Thirteen Weeks Ended        |           |              |                             |           |              |
|-----------------------------------|-----------------------------|-----------|--------------|-----------------------------|-----------|--------------|
|                                   | June 29, 2024               |           |              | July 1, 2023                |           |              |
|                                   | Transportation<br>Logistics | Insurance | Total        | Transportation<br>Logistics | Insurance | Total        |
| External revenue                  | \$ 1,209,075                | \$ 15,930 | \$ 1,225,005 | \$ 1,355,593                | \$ 18,264 | \$ 1,373,857 |
| Internal revenue                  |                             | 41,277    | 41,277       |                             | 40,217    | 40,217       |
| Investment income                 |                             | 3,654     | 3,654        |                             | 2,484     | 2,484        |
| Operating income                  | 50,771                      | 17,288    | 68,059       | 72,691                      | 15,259    | 87,950       |
| Expenditures on long-lived assets | 7,497                       |           | 7,497        | 6,398                       |           | 6,398        |

In the twenty-six-week periods ended June 29, 2024 and July 1, 2023, no single customer accounted for more than 10% of the Company's consolidated revenue.

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### (7) Other Comprehensive Income

The following table presents the components of and changes in accumulated other comprehensive (loss) income, net of related income taxes, as of and for the twenty-six-week period ended June 29, 2024 (in thousands):

|                                   | Unrealized<br>Holding (Losses)<br>Gains on<br>Available-for-Sale<br>Securities | Foreign Currency<br>Translation | Total            |
|-----------------------------------|--|---------------------------------|------------------|
| Balance as of December 30, 2023   | \$ (5,010)   | \$ (1,855)                      | \$(6,865)        |
| Other comprehensive income (loss) | 746  | (3,359)                         | (2,613)          |
| Balance as of June 29, 2024       | <u>\$ (4,264)</u>  | <u>\$ (5,214)</u>               | <u>\$(9,478)</u> |

Amounts reclassified from accumulated other comprehensive income to investment income due to the realization of previously unrealized gains and losses in the accompanying consolidated statements of income were not significant for the twenty-six-week period ended June 29, 2024.

### (8) Investments

Investments include primarily investment-grade corporate bonds, asset-backed securities, commercial paper and U.S. treasury obligations having maturities of up to five years (the “bond portfolio”) and money market investments. Investments in the bond portfolio are reported as available-for-sale and are carried at fair value. Investments maturing less than one year from the balance sheet date are included in short-term investments and investments maturing more than one year from the balance sheet date are included in other assets in the consolidated balance sheets. Management performs an analysis of the nature of the unrealized losses on available-for-sale investments to determine whether an allowance for credit loss is necessary. Unrealized losses, representing the excess of the purchase price of an investment over its fair value as of the end of a period, considered to be a result of credit-related factors, are to be included as a charge in the statement of income, while unrealized losses considered to be a result of non-credit-related factors are to be included as a component of shareholders’ equity. Investments whose values are based on quoted market prices in active markets are classified within Level 1. Investments that trade in markets that are not considered to be active, but are valued based on quoted market prices, are classified within Level 2. As Level 2 investments include positions that are not traded in active markets, valuations may be adjusted to reflect illiquidity and/or non-transferability, which are generally based on available market information. Any transfers between levels are recognized as of the beginning of any reporting period. Fair value of the bond portfolio was determined using Level 1 inputs related to U.S. Treasury obligations and money market investments and Level 2 inputs related to investment-grade corporate bonds, asset-backed securities, commercial paper and direct obligations of government agencies. Unrealized losses, net of unrealized gains, on the investments in the bond portfolio were \$5,432,000 and \$6,382,000 at June 29, 2024 and December 30, 2023, respectively.



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The amortized cost and fair values of available-for-sale investments are as follows at June 29, 2024 and December 30, 2023 (in thousands):

|   | Amortized<br>Cost | Gross<br>Unrealized<br>Gains | Gross<br>Unrealized<br>Losses | Fair<br>Value     |
|---|-------------------|------------------------------|-------------------------------|-------------------|
| <b>June 29, 2024</b>  |                   |                              |                               |                   |
| Money market investments  | \$ 20,194         | \$ —                         | \$ —                          | \$ 20,194         |
| Asset-backed securities   | 17,897            | 2                            | 2,014                         | 15,885            |
| Corporate bonds, commercial paper and direct obligations of government agencies | 115,907           | 103                          | 3,515                         | 112,495           |
| U.S. Treasury obligations   | 1,249             | —                            | 8                             | 1,241             |
| Total   | <u>\$ 155,247</u> | <u>\$ 105</u>                | <u>\$ 5,537</u>               | <u>\$ 149,815</u> |
| <b>December 30, 2023</b>  |                   |                              |                               |                   |
| Money market investments  | \$ 16,832         | \$ —                         | \$ —                          | \$ 16,832         |
| Asset-backed securities   | 16,543            | —                            | 2,236                         | 14,307            |
| Corporate bonds, commercial paper and direct obligations of government agencies | 118,481           | 279                          | 4,384                         | 114,376           |
| U.S. Treasury obligations   | 6,287             | 2                            | 43                            | 6,246             |
| Total   | <u>\$ 158,143</u> | <u>\$ 281</u>                | <u>\$ 6,663</u>               | <u>\$ 151,761</u> |

For those available-for-sale investments with unrealized losses at June 29, 2024 and December 30, 2023, the following table summarizes the duration of the unrealized loss (in thousands):

|  | Less than 12 months |                    | 12 months or longer |                    | Total             |                    |
|--|---------------------|--------------------|---------------------|--------------------|-------------------|--------------------|
|  | Fair<br>Value       | Unrealized<br>Loss | Fair<br>Value       | Unrealized<br>Loss | Fair<br>Value     | Unrealized<br>Loss |
| <b>June 29, 2024</b>   |                     |                    |                     |                    |                   |                    |
| Asset-backed securities  | \$ 1,986            | \$ 1               | \$ 13,029           | \$ 2,013           | \$ 15,015         | \$ 2,014           |
| Corporate bonds, commercial paper, and direct obligations of government agencies | 22,497              | 126                | 69,774              | 3,389              | 92,271            | 3,515              |
| U.S. Treasury obligations  | —                   | —                  | 1,241               | 8                  | 1,241             | 8                  |
| Total  | <u>\$ 24,483</u>    | <u>\$ 127</u>      | <u>\$ 84,044</u>    | <u>\$ 5,410</u>    | <u>\$ 108,527</u> | <u>\$ 5,537</u>    |
| <b>December 30, 2023</b>   |                     |                    |                     |                    |                   |                    |
| Asset-backed securities  | \$ —                | \$ —               | \$ 14,307           | \$ 2,236           | \$ 14,307         | \$ 2,236           |
| Corporate bonds, commercial paper, and direct obligations of government agencies | 3,506               | 42                 | 86,841              | 4,342              | 90,347            | 4,384              |
| U.S. Treasury obligations  | —                   | —                  | 2,305               | 43                 | 2,305             | 43                 |
| Total  | <u>\$ 3,506</u>     | <u>\$ 42</u>       | <u>\$ 103,453</u>   | <u>\$ 6,621</u>    | <u>\$ 106,959</u> | <u>\$ 6,663</u>    |

The Company believes unrealized losses on investments were primarily caused by rising interest rates rather than changes in credit quality. The Company expects to recover, through collection of all of the contractual cash flows of each security, the amortized cost basis of these securities as it does not intend to sell, and does not anticipate being required to sell, these securities before recovery of the cost basis. For these reasons, no losses have been recognized in the Company's consolidated statements of income.

**(9) Leases**

Landstar's noncancelable leases are primarily comprised of finance leases for the acquisition of new trailing equipment. Each finance lease for the acquisition of trailing equipment is a five year lease with a \$1 purchase option for the applicable equipment at lease expiration. Substantially all of Landstar's operating lease right-of-use assets and operating lease liabilities represent leases for facilities maintained in support of the Company's network of BCO Independent Contractors and office space used to conduct Landstar's business. These leases do not have significant rent escalation holidays, concessions, leasehold improvement incentives or other build-out clauses. Further, the leases do not contain contingent rent provisions. Landstar also rents certain trailing equipment to supplement the Company-owned trailer fleet under "month-to-month" lease terms, which are not required to be recorded on the balance sheet due to the less than twelve month lease term exemption. Sublease income is primarily comprised of weekly trailing equipment rentals to BCO Independent Contractors.

Most of Landstar's operating leases include one or more options to renew. The exercise of lease renewal options is typically at Landstar's sole discretion, and, as such, the majority of renewals to extend the lease terms are not included in the right-of-use assets and lease liabilities as they are not reasonably certain of exercise. Landstar regularly evaluates the renewal options, and when they are reasonably certain of exercise, Landstar includes the renewal period in the lease term.

As most of Landstar's operating leases do not provide an implicit rate, Landstar utilized its incremental borrowing rate based on the information available at the lease commencement date in determining the present value of the lease payments. Landstar has a centrally managed treasury function; therefore, based on the applicable lease terms and the current economic environment, the Company applies a portfolio approach for determining the incremental borrowing rate.

The components of lease cost for finance leases and operating leases for the twenty-six weeks ended June 29, 2024 were (in thousands):

|                                     |                 |
|-------------------------------------|-----------------|
| Finance leases:                     |                 |
| Amortization of right-of-use assets | \$ 8,345        |
| Interest on lease liability         | <u>1,104</u>    |
| Total finance lease cost            | 9,449           |
| Operating leases:                   |                 |
| Lease cost                          | 1,984           |
| Variable lease cost                 | —               |
| Sublease income                     | <u>(2,791)</u>  |
| Total net operating lease income    | <u>(807)</u>    |
| Total net lease cost                | <u>\$ 8,642</u> |

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A summary of the lease classification on the Company's consolidated balance sheet as of June 29, 2024 is as follows (in thousands):

Assets:

|                                     |  |                         |
|-------------------------------------|--|-------------------------|
| Operating lease right-of-use assets | Other assets   | \$ 1,252                |
| Finance lease assets                | Operating property, less accumulated depreciation and amortization | 108,739                 |
| <b>Total lease assets</b>           |  | <b><u>\$109,991</u></b> |

Liabilities:

The following table reconciles the undiscounted cash flows for the finance and operating leases to the finance and operating lease liabilities recorded on the balance sheet at June 29, 2024 (in thousands):

|  | <u>Finance Leases</u>  | <u>Operating Leases</u> |
|--|------------------------|-------------------------|
| 2024 Remainder   | \$16,149               | \$ 405                  |
| 2025   | 27,346                 | 517                     |
| 2026   | 19,445                 | 212                     |
| 2027   | 9,057                  | 174                     |
| 2028   | 4,956                  | 49                      |
| Thereafter   | 1,836                  | —                       |
| <b>Total future minimum lease payments</b>             | <b>78,789</b>          | <b>1,357</b>            |
| Less amount representing interest (1.6% to 6.5%)       | 5,412                  | 105                     |
| <b>Present value of minimum lease payments</b>         | <b><u>\$73,377</u></b> | <b><u>\$ 1,252</u></b>  |
| Current maturities of long-term debt                   | 27,980                 |                         |
| Long-term debt, excluding current maturities           | 45,397                 |                         |
| Other current liabilities                              |                        | 719                     |
| Deferred income taxes and other noncurrent liabilities |                        | 533                     |

The weighted average remaining lease term and the weighted average discount rate for finance and operating leases as of June 29, 2024 were:

|   | <u>Finance Leases</u> | <u>Operating Leases</u> |
|---|-----------------------|-------------------------|
| Weighted average remaining lease term (years) | 3.1                   | 2.5                     |
| Weighted average discount rate                | 4.0%                  | 6.5%                    |

### **(10) Debt**

Other than the finance lease obligations as presented on the consolidated balance sheets, the Company had no outstanding debt as of June 29, 2024 and December 30, 2023.

On July 1, 2022, Landstar entered into a second amended and restated credit agreement with a bank syndicate led by JPMorgan Chase Bank, N.A., as administrative agent (as further amended as of June 21, 2024, the "Credit Agreement"). The Credit Agreement, which matures July 1, 2027, provides for borrowing capacity in the form of a revolving credit facility of \$300,000,000, \$45,000,000 of which may be utilized in the form of letters of credit. The Credit Agreement also includes an "accordion" feature providing for a possible increase of up to an aggregate amount of borrowing capacity of \$600,000,000. As of June 29, 2024, the Company had no borrowings outstanding under the Credit Agreement.

The revolving credit loans under the Credit Agreement, at the option of Landstar, bear interest at (i) a forward-looking term rate based on the secured overnight financing rate plus 0.10% and an applicable margin ranging from 1.25% to 2.00%, or (ii) an alternate base rate plus an applicable margin ranging from 0.25% to 1.00%, in each case with the applicable margin determined based upon the Company's Leverage Ratio, as defined in the Credit Agreement, at the end of the most recent applicable fiscal quarter for which financial statements have been delivered. The revolving credit facility bears a commitment fee, payable quarterly in arrears, of 0.20% to 0.30%, based on the Company's Leverage Ratio at the end of the most recent applicable fiscal quarter for which financial statements have been delivered.

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The Credit Agreement contains a number of covenants that limit, among other things, the incurrence of additional indebtedness. The Company is required to, among other things, maintain a minimum fixed charge coverage ratio, as described in the Credit Agreement, and maintain a Leverage Ratio, as defined in the Credit Agreement, below a specified maximum. The Credit Agreement provides for a restriction on cash dividends and other distributions to stockholders on the Company's capital stock to the extent there is a default under the Credit Agreement. In addition, the Credit Agreement under certain circumstances limits the amount of such cash dividends and other distributions to stockholders to the extent that, after giving effect to any payment made to effect such cash dividend or other distribution, the Leverage Ratio would exceed 2.5 to 1 on a pro forma basis as of the end of the Company's most recently completed fiscal quarter. The Credit Agreement provides for an event of default in the event that, among other things, a person or group acquires 35% or more of the outstanding capital stock of the Company or obtains power to elect a majority of the Company's directors or the directors cease to consist of a majority of Continuing Directors, as defined in the Credit Agreement. None of these covenants are presently considered by management to be materially restrictive to the Company's operations, capital resources or liquidity. The Company is currently in compliance with all of the debt covenants under the Credit Agreement.

The interest rates on borrowings under the revolving credit facility are typically tied to short-term interest rates and, as such, carrying value approximates fair value. Interest rates on borrowings under finance leases approximate the interest rates that would currently be available to the Company under similar terms and, as such, carrying value approximates fair value.

### **(11) Commitments and Contingencies**

Short-term investments include \$65,959,000 in current maturities of investments held by the Company's insurance segment at June 29, 2024. The non-current portion of the bond portfolio of \$83,856,000 is included in other assets. The short-term investments, together with \$20,295,000 of non-current investments, provide collateral for the \$77,629,000 of letters of credit issued to guarantee payment of insurance claims. As of June 29, 2024, Landstar also had \$35,025,000 of additional letters of credit outstanding under the Company's Credit Agreement.

The Company is involved in certain claims and pending litigation arising from the normal conduct of business. Many of these claims are covered in whole or in part by insurance. Based on knowledge of the facts and, in certain cases, opinions of outside counsel, management believes that adequate provisions have been made for probable losses with respect to the resolution of all such claims and pending litigation and that the ultimate outcome, after provisions therefor, will not have a material adverse effect on the financial condition of the Company, but could have a material effect on the results of operations in a given quarter or year.

### **(12) Recent Accounting Pronouncements**

#### *Accounting Standards Issued But Not Yet Adopted*

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures* ("ASU 2023-07"), which expands disclosures about a public entity's reportable segments and requires more enhanced information about a reportable segment's expenses, interim segment profit or loss, and how a public entity's chief operating decision maker uses reported segment profit or loss information in assessing segment performance and allocating resources. ASU 2023-07 is effective for annual periods beginning after December 15, 2023. The Company expects ASU 2023-07 to impact only its disclosures with no impacts to its financial condition, results of operations or cash flows.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* ("ASU 2023-09"), which expands disclosures in an entity's income tax rate reconciliation table and regarding cash taxes paid both in the U.S. and foreign jurisdictions. ASU 2023-09 is effective for annual periods beginning after December 15, 2024. ASU 2023-09 is not expected to have a material impact on the Company's consolidated financial statements and related disclosures.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with the interim consolidated financial statements and notes thereto included herein, and with the Company's audited financial statements and notes thereto for the fiscal year ended December 30, 2023 and Management's Discussion and Analysis of Financial Condition and Results of Operations included in the 2023 Annual Report on Form 10-K.

## FORWARD-LOOKING STATEMENTS

The following is a “safe harbor” statement under the Private Securities Litigation Reform Act of 1995. Statements contained in this document that are not based on historical facts are “forward-looking statements.” This Management’s Discussion and Analysis of Financial Condition and Results of Operations and other sections of this Form 10-Q contain forward-looking statements, such as statements which relate to Landstar’s business objectives, plans, strategies and expectations. Terms such as “anticipates,” “believes,” “estimates,” “intention,” “expects,” “plans,” “predicts,” “may,” “should,” “could,” “will,” the negative thereof and similar expressions are intended to identify forward-looking statements. Such statements are by nature subject to uncertainties and risks, including but not limited to: an increase in the frequency or severity of accidents or other claims; unfavorable development of existing accident claims; dependence on third party insurance companies; dependence on independent commission sales agents; dependence on third party capacity providers; the impact of the Russian conflict with Ukraine on the operations of certain independent commission sales agents, including the Company’s largest such agent by revenue in the 2023 fiscal year; decreased demand for transportation services; U.S. trade relationships; substantial industry competition; disruptions or failures in the Company’s computer systems; cyber and other information security incidents; dependence on key vendors; potential changes in taxes; status of independent contractors; regulatory and legislative changes; regulations focused on diesel emissions and other air quality matters; regulations requiring the purchase and use of zero-emission vehicles; intellectual property; and other operational, financial or legal risks or uncertainties detailed in Landstar’s Form 10-K for the 2023 fiscal year, described in Item 1A “Risk Factors”, in this report or in Landstar’s other Securities and Exchange Commission filings from time to time. These risks and uncertainties could cause actual results or events to differ materially from historical results or those anticipated. Investors should not place undue reliance on such forward-looking statements and the Company undertakes no obligation to publicly update or revise any forward-looking statements.

## Introduction

Landstar System, Inc. and its subsidiary, Landstar System Holdings, Inc. (collectively referred to herein with their subsidiaries and other affiliated companies as “Landstar” or the “Company”), is a technology-enabled, asset-light provider of integrated transportation management solutions delivering safe, specialized transportation services to a broad range of customers utilizing a network of agents, third party capacity providers and employees. The Company offers services to its customers across multiple transportation modes, with the ability to arrange for individual shipments of freight to comprehensive third party logistics solutions to meet all of a customer’s transportation needs. Landstar provides services principally throughout the United States and to a lesser extent in Canada and Mexico, and between the United States and Canada, Mexico and other countries around the world. The Company’s services emphasize safety, information coordination and customer service and are delivered through a network of approximately 1,100 independent commission sales agents and over 79,000 third party capacity providers, primarily truck capacity providers, linked together by a series of digital technologies which are provided and coordinated by the Company. The nature of the Company’s business is such that a significant portion of its operating costs varies directly with revenue.

Landstar markets its integrated transportation management solutions primarily through independent commission sales agents and exclusively utilizes third party capacity providers to transport customers’ freight. Landstar’s independent commission sales agents enter into contractual arrangements with the Company and are responsible for locating freight, making that freight available to Landstar’s capacity providers and coordinating the transportation of the freight with customers and capacity providers. The Company’s third party capacity providers consist of independent contractors who provide truck capacity to the Company under exclusive lease arrangements (the “BCO Independent Contractors”), unrelated trucking companies who provide truck capacity to the Company under non-exclusive contractual arrangements (the “Truck Brokerage Carriers”), air cargo carriers, ocean cargo carriers and railroads. Through this network of agents and capacity providers linked together by Landstar’s ecosystem of digital technologies, Landstar operates an integrated transportation management solutions business primarily throughout North America with revenue of \$5.3 billion during the most recently completed fiscal year. The Company reports the results of two operating segments: the transportation logistics segment and the insurance segment.

The transportation logistics segment provides a wide range of integrated transportation management solutions. Transportation services are provided by Landstar’s “Operating Subsidiaries”: Landstar Ranger, Inc., Landstar Inway, Inc., Landstar Ligon, Inc., Landstar Gemini, Inc., Landstar Transportation Logistics, Inc., Landstar Global Logistics, Inc., Landstar Express America, Inc., Landstar Canada, Inc., Landstar Metro, S.A.P.I. de C.V., and Landstar Blue, LLC. Transportation services offered by the Company include truckload, less-than-truckload and other truck transportation, rail intermodal, air cargo, ocean cargo, expedited ground and air delivery of time-critical freight, heavy-haul/specialized, U.S.-Canada and U.S.-Mexico cross-border, intra-Mexico, intra-Canada, project cargo and customs brokerage. Examples of the industries serviced by the transportation logistics segment include automotive parts and assemblies, consumer durables, building products, metals, chemicals, foodstuffs, heavy machinery, retail, electronics and military equipment. In addition, the transportation logistics segment provides transportation services to other transportation companies, including third party logistics and less-

than-truckload service providers. The independent commission sales agents market services provided by the transportation logistics segment. Billings for freight transportation services are typically charged to customers on a per shipment basis for the physical transportation of freight and are referred to as transportation revenue. During the twenty-six weeks ended June 29, 2024, revenue generated by BCO Independent Contractors, Truck Brokerage Carriers and railroads represented approximately 38%, 52% and 2%, respectively, of the Company's consolidated revenue. Collectively, revenue generated by air and ocean cargo carriers represented approximately 5% of the Company's consolidated revenue in the twenty-six-week period ended June 29, 2024.

The insurance segment is comprised of Signature Insurance Company ("Signature"), a wholly owned offshore insurance subsidiary, and Risk Management Claim Services, Inc. The insurance segment provides risk and claims management services to certain of Landstar's operating subsidiaries. In addition, it reinsures certain risks of the Company's BCO Independent Contractors and provides certain property and casualty insurance directly to certain of Landstar's operating subsidiaries. Revenue at the insurance segment represents reinsurance premiums from third party insurance companies that provide insurance programs to BCO Independent Contractors where all or a portion of the risk is ultimately borne by Signature. Revenue at the insurance segment represented approximately 1% of the Company's consolidated revenue for the twenty-six-week period ended June 29, 2024.

### **Changes in Financial Condition and Results of Operations**

Management believes the Company's success principally depends on its ability to generate freight revenue through its network of independent commission sales agents and to deliver freight safely and efficiently utilizing third party capacity providers. Management believes the most significant factors to the Company's success include increasing revenue, sourcing capacity, empowering its network through technology-based tools and controlling costs, including insurance and claims.

### **Revenue**

While customer demand, which is subject to overall economic conditions, ultimately drives increases or decreases in revenue, the Company primarily relies on its independent commission sales agents to establish customer relationships and generate revenue opportunities. Management's emphasis with respect to revenue growth is on revenue generated by independent commission sales agents who on an annual basis generate \$1 million or more of Landstar revenue ("Million Dollar Agents"). Management believes future revenue growth is primarily dependent on its ability to increase both the revenue generated by Million Dollar Agents and the number of Million Dollar Agents through a combination of recruiting new agents, increasing the revenue opportunities generated by existing independent commission sales agents and providing its independent commission sales agents with digital technologies they may use to grow revenue and increase efficiencies at their businesses. During the 2023 fiscal year, 524 independent commission sales agents generated \$1 million or more of Landstar revenue and thus qualified as Million Dollar Agents. During the 2023 fiscal year, the average revenue generated by a Million Dollar Agent was \$9,645,000 and revenue generated by Million Dollar Agents in the aggregate represented 95% of consolidated revenue.

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Management monitors business activity by tracking the number of loads (volume) and revenue per load by mode of transportation. Revenue per load can be influenced by many factors other than a change in price. Those factors include the average length of haul, freight type, special handling and equipment requirements, fuel costs and delivery time requirements. For shipments involving two or more modes of transportation, revenue is generally classified by the mode of transportation having the highest cost for the load. The following table summarizes this information by trailer type for truck transportation and by mode for all others:

|  | Twenty-Six Weeks Ended |                    | Thirteen Weeks Ended |                    |
|--|------------------------|--------------------|----------------------|--------------------|
|  | June 29,<br>2024       | July 1,<br>2023    | June 29,<br>2024     | July 1,<br>2023    |
| <b>Revenue generated through (in thousands):</b>   |                        |                    |                      |                    |
| Truck transportation   |                        |                    |                      |                    |
| Truckload:   |                        |                    |                      |                    |
| Van equipment  | \$1,247,244            | \$1,458,124        | \$ 618,940           | \$ 703,041         |
| Unsided/platform equipment   | 723,995                | 772,336            | 380,950              | 394,772            |
| Less-than-truckload  | 53,707                 | 62,673             | 28,090               | 31,115             |
| Other truck transportation (1)   | 149,675                | 277,520            | 77,709               | 118,017            |
| Total truck transportation   | 2,174,621              | 2,570,653          | 1,105,689            | 1,246,945          |
| Rail intermodal  | 45,002                 | 50,889             | 22,307               | 25,232             |
| Ocean and air cargo carriers   | 125,380                | 136,534            | 71,306               | 75,441             |
| Other (2)  | 51,045                 | 51,456             | 25,703               | 26,239             |
|  | <u>\$2,396,048</u>     | <u>\$2,809,532</u> | <u>\$1,225,005</u>   | <u>\$1,373,857</u> |
| Revenue on loads hauled via BCO Independent Contractors included in total truck transportation | \$ 918,071             | \$1,034,881        | \$ 465,510           | \$ 515,355         |
| <b>Number of loads:</b>  |                        |                    |                      |                    |
| Truck transportation   |                        |                    |                      |                    |
| Truckload:   |                        |                    |                      |                    |
| Van equipment  | 599,973                | 655,036            | 300,959              | 323,082            |
| Unsided/platform equipment   | 244,407                | 263,185            | 126,460              | 135,613            |
| Less-than-truckload  | 82,850                 | 93,066             | 42,617               | 46,874             |
| Other truck transportation (1)   | 71,440                 | 110,373            | 37,914               | 52,311             |
| Total truck transportation   | 998,670                | 1,121,660          | 507,950              | 557,880            |
| Rail intermodal  | 14,380                 | 15,390             | 7,230                | 7,630              |
| Ocean and air cargo carriers   | 17,240                 | 16,750             | 8,520                | 8,310              |
|  | <u>1,030,290</u>       | <u>1,153,800</u>   | <u>523,700</u>       | <u>573,820</u>     |
| Loads hauled via BCO Independent Contractors included in total truck transportation            | 422,300                | 463,910            | 213,560              | 231,360            |
| <b>Revenue per load:</b>   |                        |                    |                      |                    |
| Truck transportation   |                        |                    |                      |                    |
| Truckload:   |                        |                    |                      |                    |
| Van equipment  | \$ 2,079               | \$ 2,226           | \$ 2,057             | \$ 2,176           |
| Unsided/platform equipment   | 2,962                  | 2,935              | 3,012                | 2,911              |
| Less-than-truckload  | 648                    | 673                | 659                  | 664                |
| Other truck transportation (1)   | 2,095                  | 2,514              | 2,050                | 2,256              |
| Total truck transportation   | 2,178                  | 2,292              | 2,177                | 2,235              |
| Rail intermodal  | 3,129                  | 3,307              | 3,085                | 3,307              |
| Ocean and air cargo carriers   | 7,273                  | 8,151              | 8,369                | 9,078              |
| Revenue per load on loads hauled via BCO Independent Contractors                               | \$ 2,174               | \$ 2,231           | \$ 2,180             | \$ 2,228           |
| <b>Revenue by capacity type (as a % of total revenue):</b>                                     |                        |                    |                      |                    |
| Truck capacity providers:  |                        |                    |                      |                    |
| BCO Independent Contractors  | 38%                    | 37%                | 38%                  | 38%                |
| Truck Brokerage Carriers   | 52%                    | 55%                | 52%                  | 53%                |
| Rail intermodal  | 2%                     | 2%                 | 2%                   | 2%                 |
| Ocean and air cargo carriers   | 5%                     | 5%                 | 6%                   | 5%                 |
| Other  | 2%                     | 2%                 | 2%                   | 2%                 |

- (1) Includes power-only, expedited, straight truck, cargo van, and miscellaneous other truck transportation revenue generated by the transportation logistics segment. Power-only refers to shipments where the Company furnishes a power unit and an operator but not trailing equipment, which is typically provided by the shipper or consignee.
- (2) Includes primarily reinsurance premium revenue generated by the insurance segment and intra-Mexico transportation services revenue generated by Landstar Metro.

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### Expenses

#### *Purchased transportation*

Also critical to the Company's success is its ability to secure capacity, particularly truck capacity, at rates that allow the Company to profitably transport customers' freight. The following table summarizes the number of available truck capacity providers on the dates indicated:

|  | <u>June 29, 2024</u> | <u>July 1, 2023</u> |
|--|----------------------|---------------------|
| BCO Independent Contractors                    | 8,385                | 9,748               |
| Truck Brokerage Carriers:                      |                      |                     |
| Approved and active <sup>(1)</sup>             | 45,382               | 58,303              |
| Other approved                                 | 25,450               | 29,503              |
|  | <u>70,832</u>        | <u>87,806</u>       |
| Total available truck capacity providers       | <u>79,217</u>        | <u>97,554</u>       |
| Trucks provided by BCO Independent Contractors | 9,180                | 10,548              |

<sup>(1)</sup> Active refers to Truck Brokerage Carriers who moved at least one load in the 180 days immediately preceding the fiscal quarter end.

Purchased transportation represents the amount a BCO Independent Contractor or other third party capacity provider is paid to haul freight. The amount of purchased transportation paid to a BCO Independent Contractor is primarily based on a contractually agreed-upon percentage of revenue generated by loads hauled by the BCO Independent Contractor. Purchased transportation paid to a Truck Brokerage Carrier is based on either a negotiated rate for each load hauled or, to a lesser extent, a contractually agreed-upon fixed rate per load. Purchased transportation paid to railroads and ocean cargo carriers is based on either a negotiated rate for each load hauled or a contractually agreed-upon fixed rate per load. Purchased transportation paid to air cargo carriers is generally based on a negotiated rate for each load hauled. Purchased transportation as a percentage of revenue for truck brokerage, rail intermodal and ocean cargo services is normally higher than that of BCO Independent Contractor and air cargo services. Purchased transportation is the largest component of costs and expenses and, on a consolidated basis, increases or decreases as a percentage of consolidated revenue in proportion to changes in the percentage of consolidated revenue generated through BCO Independent Contractors and other third party capacity providers and external revenue from the insurance segment, consisting of reinsurance premiums. Purchased transportation as a percent of revenue also increases or decreases in relation to the availability of truck brokerage capacity and with changes in the price of fuel on revenue generated from shipments hauled by Truck Brokerage Carriers. The Company passes 100% of fuel surcharges billed to customers for freight hauled by BCO Independent Contractors to its BCO Independent Contractors. These fuel surcharges are excluded from revenue and the cost of purchased transportation. Purchased transportation costs are recognized over the freight transit period as the performance obligation to the customer is completed.

#### *Commissions to agents*

Commissions to agents are based on contractually agreed-upon percentages of (i) revenue, (ii) revenue less the cost of purchased transportation, or (iii) revenue less a contractually agreed upon percentage of revenue retained by Landstar and the cost of purchased transportation (the "retention contracts"). Commissions to agents as a percentage of consolidated revenue vary directly with fluctuations in the percentage of consolidated revenue generated by the various modes of transportation and reinsurance premiums and, in general, vary inversely with changes in the amount of purchased transportation as a percentage of revenue on services provided by Truck Brokerage Carriers, railroads, air cargo carriers and ocean cargo carriers. Commissions to agents are recognized over the freight transit period as the performance obligation to the customer is completed.

#### *Other operating costs, net of gains on asset sales/dispositions*

Maintenance costs for Company-provided trailing equipment, the provision for uncollectible advances and other receivables due from BCO Independent Contractors and independent commission sales agents and recruiting and qualification costs for BCO Independent Contractors are the largest components of other operating costs. Also included in other operating costs are trailer rental costs and gains/losses, if any, on sales of Company-owned trailing equipment.



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### *Insurance and claims*

With respect to insurance and claims cost, potential liability associated with accidents in the trucking industry is severe and occurrences are unpredictable.

Landstar retains liability through a self-insured retention for commercial trucking claims up to \$5 million per occurrence. Effective May 1, 2023, the Company entered into a three year commercial auto liability insurance arrangement for losses incurred between \$5 million and \$10 million (the “2023 Initial Excess Policy”) with a third party insurance company. For commercial trucking claims incurred on or after May 1, 2023 through April 30, 2026, the 2023 Initial Excess Policy provides for an aggregate deductible of \$18 million over the thirty-six-month term ending April 30, 2026. After payment of the deductible, the 2023 Initial Excess Policy provides for a limit for a single loss of \$5 million, with an aggregate limit of \$15 million for the thirty-six-month term ending April 30, 2026.

The Company also maintains third party insurance arrangements providing excess coverage for commercial trucking liabilities in excess of \$10 million. These third party arrangements provide coverage on a per occurrence or aggregated basis. Over the past decade, there has been a significant increase in the occurrence of trials in courts throughout the United States involving catastrophic injury and fatality claims against commercial motor carriers that have resulted in verdicts in excess of \$10 million. Within the transportation logistics industry, these verdicts are often referred to as “Nuclear Verdicts.” The increase in Nuclear Verdicts has had a significant impact on the cost of commercial auto liability claims throughout the United States. Due to the increasing cost of commercial auto liability claims, the availability of excess coverage has significantly decreased, and the pricing associated with such excess coverage, to the extent available, has significantly increased. Since the annual policy year ended April 30, 2020, as compared to the annual policy year ending April 30, 2025, the Company experienced an increase of approximately \$22 million, or over 400%, in the premiums charged by third party insurance companies to the Company for excess coverage for commercial trucking liabilities in excess of \$10 million.

Moreover, the Company from year to year manages the level of its financial exposure to commercial trucking claims in excess of \$10 million, including through the use of additional self-insurance, deductibles, aggregate loss limits, quota shares and other arrangements with third party insurance companies, based on the availability of coverage within certain excess insurance coverage layers and estimated cost differentials between proposed premiums from third party insurance companies and historical and actuarially projected losses experienced by the Company at various levels of excess insurance coverage. For example, with respect to a single hypothetical claim in the amount of \$65 million incurred during the annual policy year ending April 30, 2025, the Company would have an aggregate financial exposure of approximately \$30 million. Furthermore, the Company’s third party insurance arrangements provide excess coverage up to an uppermost coverage layer, in excess of which the Company retains additional financial exposure. No assurances can be given that the availability of excess coverage for commercial trucking claims will not continue to deteriorate, that the pricing associated with such excess coverage, to the extent available, will not continue to increase, nor that insurance coverage from third party insurers for excess coverage of commercial trucking claims will even be available on commercially reasonable terms at certain levels. Moreover, the occurrence of a Nuclear Verdict, or the settlement of a catastrophic injury and/or fatality claim that could have otherwise resulted in a Nuclear Verdict, could have a material adverse effect on Landstar’s cost of insurance and claims and its results of operations.

Further, the Company retains liability of up to \$2,000,000 for each general liability claim, \$250,000 for each workers’ compensation claim and up to \$250,000 for each cargo claim. In addition, under reinsurance arrangements by Signature of certain risks of the Company’s BCO Independent Contractors, the Company retains liability of up to \$500,000, \$1,000,000 or \$2,000,000 with respect to certain occupational accident claims and up to \$750,000 with respect to certain workers’ compensation claims. The Company’s exposure to liability associated with accidents incurred by Truck Brokerage Carriers, railroads and air and ocean cargo carriers who transport freight on behalf of the Company is reduced by various factors including the extent to which such carriers maintain their own insurance coverage. A material increase in the frequency or severity of accidents, cargo claims or workers’ compensation claims or the material unfavorable development of existing claims could have a material adverse effect on Landstar’s cost of insurance and claims and its results of operations.

### *Selling, general and administrative*

During the twenty-six-week period ended June 29, 2024, employee compensation and benefits accounted for approximately 64% of the Company’s selling, general and administrative costs. Employee compensation and benefits include wages and employee benefit costs as well as incentive compensation and stock-based compensation expense. Incentive compensation and stock-based compensation expense is highly variable in nature in comparison to wages and employee benefit costs.

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### *Depreciation and amortization*

Depreciation and amortization primarily relate to depreciation of trailing equipment and information technology hardware and software.

### *Costs of revenue*

The Company incurs costs of revenue related to the transportation of freight and, to a much lesser extent, to reinsurance premiums received by Signature. Costs of revenue include variable costs of revenue and other costs of revenue. Variable costs of revenue include purchased transportation and commissions to agents, as these costs are entirely variable on a shipment-by-shipment basis. Other costs of revenue include fixed costs of revenue and semi-variable costs of revenue, where such costs may vary over time based on certain economic factors or operational metrics such as the number of Company-controlled trailers, the number of BCO Independent Contractors, the frequency and severity of insurance claims, the number of miles traveled by BCO Independent Contractors, or the number and/or scale of information technology projects in process or in-service to support revenue generating activities, rather than on a shipment-by-shipment basis. Other costs of revenue associated with the transportation of freight include: (i) other operating costs, primarily consisting of trailer maintenance, the provision for uncollectible advances and other receivables due from BCO Independent Contractors and independent commission sales agents and BCO Independent Contractor recruiting and qualification costs, as reported in the Company's Consolidated Statements of Income, (ii) transportation-related insurance premiums paid and claim costs incurred, included as a portion of insurance and claims in the Company's Consolidated Statements of Income, (iii) costs incurred related to internally developed software including ASC 350-40 amortization, implementation costs, hosting costs and other support costs utilized to support the Company's independent commission sales agents, third party capacity providers, and customers, included as a portion of depreciation and amortization and of selling, general and administrative in the Company's Consolidated Statements of Income; and (iv) depreciation on Company-owned trailing equipment, included as a portion of depreciation and amortization in the Company's Consolidated Statements of Income. Other costs of revenue associated with reinsurance premiums received by Signature are comprised of broker commissions and other fees paid related to the administration of insurance programs to BCO Independent Contractors and are included in selling, general and administrative in the Company's Consolidated Statements of Income. In addition to costs of revenue, the Company incurs various other costs relating to its business, including most selling, general and administrative costs and portions of costs attributable to insurance and claims and depreciation and amortization. Management continually monitors all components of the costs incurred by the Company and establishes annual cost budgets that, in general, are used to benchmark costs incurred on a monthly basis.

### **Gross Profit, Variable Contribution, Gross Profit Margin and Variable Contribution Margin**

The following table sets forth calculations of gross profit, defined as revenue less costs of revenue, and gross profit margin, defined as gross profit divided by revenue, for the periods indicated. The Company refers to revenue less variable costs of revenue as "variable contribution" and variable contribution divided by revenue as "variable contribution margin". Variable contribution and variable contribution margin are each non-GAAP financial measures. The closest comparable GAAP financial measures to variable contribution and variable contribution margin are, respectively, gross profit and gross profit margin. The Company believes variable contribution and variable contribution margin are useful measures of the variable costs that we incur at a shipment-by-shipment level attributable to our transportation network of third-party capacity providers and independent commission sales agents in order to provide services to our customers. The Company believes variable contribution and variable contribution margin are important performance measurements and management considers variable contribution and variable contribution margin in evaluating the Company's financial performance and in its decision-making, such as budgeting for infrastructure, trailing equipment and selling, general and administrative costs.

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The reconciliations of gross profit to variable contribution and gross profit margin to variable contribution margin are each presented below:

|                                 | Twenty-Six Weeks Ended |              | Thirteen Weeks Ended |              |
|---------------------------------|------------------------|--------------|----------------------|--------------|
|                                 | June 29, 2024          | July 1, 2023 | June 29, 2024        | July 1, 2023 |
| Revenue                         | \$2,396,048            | \$2,809,532  | \$1,225,005          | \$1,373,857  |
| Costs of revenue:               |                        |              |                      |              |
| Purchased transportation        | 1,855,579              | 2,154,491    | 950,058              | 1,053,197    |
| Commissions to agents           | 197,098                | 248,153      | 99,816               | 122,478      |
| Variable costs of revenue       | 2,052,677              | 2,402,644    | 1,049,874            | 1,175,675    |
| Trailing equipment depreciation | 13,834                 | 16,519       | 6,937                | 8,150        |
| Information technology costs    | 11,986                 | 13,493       | 6,182                | 6,742        |
| Insurance-related costs (1)     | 54,659                 | 58,382       | 27,881               | 30,122       |
| Other operating costs           | 28,994                 | 25,840       | 14,135               | 13,462       |
| Other costs of revenue          | 109,473                | 114,234      | 55,135               | 58,476       |
| Total costs of revenue          | 2,162,150              | 2,516,878    | 1,105,009            | 1,234,151    |
| Gross profit                    | \$ 233,898             | \$ 292,654   | \$ 119,996           | \$ 139,706   |
| Gross profit margin             | 9.8%                   | 10.4%        | 9.8%                 | 10.2%        |
| Plus: other costs of revenue    | 109,473                | 114,234      | 55,135               | 58,476       |
| Variable contribution           | \$ 343,371             | \$ 406,888   | \$ 175,131           | \$ 198,182   |
| Variable contribution margin    | 14.3%                  | 14.5%        | 14.3%                | 14.4%        |

- (1) Insurance-related costs in the table above include (i) other costs of revenue related to the transportation of freight that are included as a portion of insurance and claims in the Company's Consolidated Statements of Income and (ii) certain other costs of revenue related to reinsurance premiums received by Signature that are included as a portion of selling, general and administrative in the Company's Consolidated Statements of Income. Insurance and claims costs included in other costs of revenue relating to the transportation of freight primarily consist of insurance premiums paid for commercial auto liability, general liability, cargo and other lines of coverage related to the transportation of freight and the related cost of claims incurred under those programs, and, to a lesser extent, the cost of claims incurred under insurance programs available to BCO Independent Contractors that are reinsured by Signature. Other insurance and claims costs included in costs of revenue that are included in selling, general and administrative in the Company's Consolidated Statements of Income consist of brokerage commissions and other fees incurred by Signature relating to the administration of insurance programs available to BCO Independent Contractors that are reinsured by Signature.

In general, variable contribution margin on revenue generated by BCO Independent Contractors represents a fixed percentage due to the nature of the contracts that pay a fixed percentage of revenue to both the BCO Independent Contractors and independent commission sales agents. For revenue generated by Truck Brokerage Carriers, variable contribution margin may be either a fixed or variable percentage, depending on the contract with each individual independent commission sales agent. Variable contribution margin on revenue generated from shipments hauled by railroads, air cargo carriers, ocean cargo carriers and Truck Brokerage Carriers, other than those under retention contracts, is variable in nature, as the Company's contracts with independent commission sales agents provide commissions to agents at a contractually agreed upon percentage of the amount represented by revenue less purchased transportation for these types of shipments. Approximately 43% of the Company's consolidated revenue in the twenty-six-week period ended June 29, 2024 was generated under transactions that pay a fixed percentage of revenue to the third party capacity provider and/or agents while 57% was generated under transactions that pay a variable percentage of revenue to the third party capacity provider and/or agents.

### *Operating income as a percentage of gross profit and operating income as a percentage of variable contribution*

The following table presents operating income as a percentage of gross profit and operating income as a percentage of variable contribution. The Company's operating income as a percentage of variable contribution is a non-GAAP financial measure calculated as operating income divided by variable contribution. The Company believes that operating income as a percentage of variable contribution is useful and meaningful to investors for the following principal reasons: (i) the variable costs of revenue for a significant portion of the business are highly influenced by short-term market-based trends in the freight transportation industry, whereas other costs, including other costs of revenue, are much less impacted by short-term freight market trends; (ii) disclosure of this measure allows investors to better

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understand the underlying trends in the Company's results of operations; (iii) this measure is meaningful to investors' evaluations of the Company's management of costs attributable to operations other than the purely variable costs associated with purchased transportation and commissions to agents that the Company incurs to provide services to our customers; and (iv) management considers this financial information in its decision-making, such as budgeting for infrastructure, trailing equipment and selling, general and administrative costs.

|   | Twenty-Six Weeks Ended |                 | Thirteen Weeks Ended |                 |
|---|------------------------|-----------------|----------------------|-----------------|
|   | June 29,<br>2024       | July 1,<br>2023 | June 29,<br>2024     | July 1,<br>2023 |
| Gross profit  | \$233,898              | \$292,654       | \$119,996            | \$139,706       |
| Operating income                                      | \$128,020              | \$189,234       | \$68,059             | \$87,950        |
| <b>Operating income as % of gross profit</b>          | <b>54.7%</b>           | <b>64.7%</b>    | <b>56.7%</b>         | <b>63.0%</b>    |
| Variable contribution                                 | \$343,371              | \$406,888       | \$175,131            | \$198,182       |
| Operating income                                      | \$128,020              | \$189,234       | \$68,059             | \$87,950        |
| <b>Operating income as % of variable contribution</b> | <b>37.3%</b>           | <b>46.5%</b>    | <b>38.9%</b>         | <b>44.4%</b>    |

The decrease in operating income as a percentage of gross profit from the 2023 twenty-six-week period to the 2024 twenty-six-week period and from the 2023 thirteen-week period to the 2024 thirteen-week period resulted from the decrease of operating income at a more rapid percentage rate than the decrease in gross profit, primarily due to the impact of the Company's fixed cost infrastructure, principally certain components of selling, general and administrative costs, in comparison to a smaller gross profit base.

The decrease in operating income as a percentage of variable contribution from the 2023 twenty-six-week period to the 2024 twenty-six-week period and from the 2023 thirteen-week period to the 2024 thirteen-week period resulted from the decrease of operating income at a more rapid percentage rate than the decrease in variable contribution, primarily due to the impact of the Company's fixed cost infrastructure, principally certain components of selling, general and administrative costs, in comparison to a smaller variable contribution base, and the impact of increased other operating costs.

Also, as previously mentioned, the Company reports two operating segments: the transportation logistics segment and the insurance segment. External revenue at the insurance segment, representing reinsurance premiums, has historically been relatively consistent on an annual basis at 2% or less of consolidated revenue and generally corresponds directly with the number of trucks provided by BCO Independent Contractors. The discussion of cost line items in Management's Discussion and Analysis of Financial Condition and Results of Operations considers the Company's costs on a consolidated basis rather than on a segment basis. Management believes this presentation format is the most appropriate to assist users of the financial statements in understanding the Company's business for the following reasons: (1) the insurance segment has no other operating costs; (2) discussion of insurance and claims at either segment without reference to the other may create confusion amongst investors and potential investors due to intercompany arrangements and specific deductible programs that affect comparability of financial results by segment between various fiscal periods but that have no effect on the Company from a consolidated reporting perspective; (3) selling, general and administrative costs of the insurance segment comprise less than 10% of consolidated selling, general and administrative costs and have historically been relatively consistent on a year-over-year basis; and (4) the insurance segment has no depreciation and amortization.

### TWENTY-SIX WEEKS ENDED JUNE 29, 2024 COMPARED TO TWENTY-SIX WEEKS ENDED JULY 1, 2023

Revenue for the 2024 twenty-six-week period was \$2,396,048,000, a decrease of \$413,484,000, or 15%, compared to the 2023 twenty-six-week period. Transportation revenue decreased \$408,832,000, or 15%. The decrease in transportation revenue was attributable to a decreased number of loads hauled of approximately 11% and decreased revenue per load of approximately 5% compared to the 2023 twenty-six-week period. Reinsurance premiums were \$32,441,000 and \$37,093,000 for the 2024 and 2023 twenty-six-week periods, respectively. The decrease in revenue from reinsurance premiums was primarily attributable to a decrease in the average number of trucks provided by BCO Independent Contractors in the 2024 twenty-six-week period compared to the 2023 twenty-six-week period.

Truck transportation revenue generated by BCO Independent Contractors and Truck Brokerage Carriers (together, the "third party truck capacity providers") for the 2024 twenty-six-week period was \$2,174,621,000, representing 91% of total revenue, a decrease of \$396,032,000, or 15%, compared to the 2023 twenty-six-week period. The number of loads hauled by third party truck capacity providers decreased approximately 11% compared to the 2023 twenty-six-week period, and revenue per load on loads hauled by third party truck capacity providers decreased approximately 5% in the 2024 twenty-six-week period compared to the 2023 twenty-six-week period.

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The decrease in the number of loads hauled via truck compared to the 2023 twenty-six-week period was primarily due to a broad-based decrease in demand for the Company's truck transportation services. Loads hauled via other truck transportation services decreased 35%, less-than-truckload loadings decreased 11%, loads hauled via van equipment decreased 8% and loads hauled via unsided/platform equipment decreased 7% as compared to the 2023 twenty-six-week period.

The decrease in revenue per load on loads hauled via truck was primarily due to a softer freight demand environment experienced throughout the 2024 twenty-six-week period. Revenue per load on loads hauled via other truck transportation services decreased 17%, on loads hauled via van equipment decreased 7% and on less-than-truckload loadings decreased 4%, while revenue per load on loads hauled via unsided/platform equipment increased 1% as compared to the 2023 twenty-six-week period. The increase in revenue per load on loads hauled via unsided/platform equipment of 1% was favorably impacted by an increase in the percentage of revenue contributed by heavy/specialized equipment, which typically has a higher revenue per load.

Fuel surcharges billed to customers on revenue generated by BCO Independent Contractors are excluded from revenue. Fuel surcharges on Truck Brokerage Carrier revenue identified separately in billings to customers and included as a component of Truck Brokerage Carrier revenue were \$60,302,000 and \$79,295,000 in the 2024 and 2023 twenty-six-week periods, respectively. It should be noted that billings to many customers of the Company's truck brokerage services include a single all-in rate that do not separately identify fuel surcharges on loads hauled via Truck Brokerage Carriers. Accordingly, the overall impact of changes in fuel prices on revenue and revenue per load on loads hauled via truck is likely to be greater than that indicated.

Transportation revenue generated by rail intermodal, air cargo and ocean cargo carriers (collectively, the "multimode capacity providers") for the 2024 twenty-six-week period was \$170,382,000, or 7% of total revenue, a decrease of \$17,041,000, or 9%, compared to the 2023 twenty-six-week period. Revenue per load on revenue generated by multimode capacity providers decreased approximately 8% in the 2024 twenty-six-week period compared to the 2023 twenty-six-week period, and the number of loads hauled by multimode capacity providers decreased approximately 2% over the same period. Revenue per load on loads hauled via air and rail intermodal decreased 61% and 5% respectively, while revenue per load on loads hauled via ocean increased 2%, during the 2024 twenty-six-week period as compared to the 2023 twenty-six-week period. The decrease in revenue per load on loads hauled by air cargo carriers was primarily attributable to the impact of high value air loadings at one specific customer during the 2023 twenty-six-week period. Revenue per load on revenue generated by multimode capacity providers is influenced by many factors, including revenue mix among the various modes of transportation used, length of haul, complexity of freight, density of freight lanes, fuel costs and availability of capacity. The decrease in the number of loads hauled by multimode capacity providers was due to a 7% decrease in rail loadings and a 4% decrease in air loadings, partially offset by a 6% increase in ocean loadings. The 7% decrease in rail loadings was primarily attributable to decreased loadings at two specific agencies. The 4% decrease in air loadings was primarily attributable to decreased loadings at two specific customers. The 6% increase in ocean loadings was broad-based with increases at several customers.

Purchased transportation was 77.4% and 76.7% of revenue in the 2024 and 2023 twenty-six-week periods, respectively. The increase in purchased transportation as a percentage of revenue was primarily due to an increased rate of purchased transportation on revenue generated by Truck Brokerage Carriers, partially offset by an increased percentage of revenue generated by BCO Independent Contractors, which typically has a lower rate of purchased transportation than Truck Brokerage Carriers. Commissions to agents were 8.2% and 8.8% of revenue in the 2024 and 2023 twenty-six-week periods, respectively. The decrease in commissions to agents as a percentage of revenue was primarily attributable to an increased cost of purchased transportation as a percentage of revenue on revenue generated by Truck Brokerage Carriers.

Investment income was \$7,066,000 and \$3,852,000 in the 2024 and 2023 twenty-six-week periods, respectively. The increase in investment income was attributable to higher average rates of return on investments in the 2024 twenty-six-week period and a higher average investment balance held by the insurance segment during the 2024 twenty-six-week period.

Other operating costs increased \$3,154,000 in the 2024 twenty-six-week period compared to the 2023 twenty-six-week period. The increase in other operating costs compared to the prior year was primarily due to decreased gains on sales of operating property and an increased provision for contractor bad debt.

Insurance and claims decreased \$3,999,000 in the 2024 twenty-six-week period compared to the 2023 twenty-six-week period. The decrease in insurance and claims expense compared to the prior year was primarily due to decreased net unfavorable development of prior years' claims in the 2024 twenty-six-week period, decreased BCO miles traveled and decreased severity of trucking accidents during the 2024 twenty-six-week period. During the 2024 and 2023 twenty-six-week periods, insurance and claims costs included \$2,116,000 and \$2,831,000 of net unfavorable adjustments to prior years' claims estimates, respectively.

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Selling, general and administrative costs increased \$3,265,000 in the 2024 twenty-six-week period compared to the 2023 twenty-six-week period. The increase in selling, general and administrative costs compared to prior year was primarily attributable to increased employee benefit costs, primarily attributable to increased medical and pharmacy costs under the self-insured portion of the Company's medical plan, the impact of CEO transition costs and an increased provision for incentive compensation, partially offset by decreased project consulting fees. Included in selling, general and administrative costs was incentive compensation expense of \$1,455,000 and \$323,000 for the 2024 and 2023 twenty-six-week periods, respectively.

Depreciation and amortization decreased \$1,509,000 in the 2024 twenty-six-week period compared to the 2023 twenty-six-week period. The decrease in depreciation and amortization expense was primarily due to decreased trailing equipment depreciation, partially offset by increased depreciation on new and updated digital tools deployed for use by the Company's network of agents, capacity providers and employees.

Net interest and debt income increased \$2,253,000 in the 2024 twenty-six-week period compared to the 2023 twenty-six-week period. The increase in interest and debt income was primarily attributable to increased interest income earned on cash balances held by the transportation logistics segment and decreased interest expense related to finance lease obligations.

The provisions for income taxes for the 2024 and 2023 twenty-six-week periods were based on estimated annual effective income tax rates of 24.5% and 24.4%, respectively, adjusted for discrete events, such as benefits resulting from stock-based awards. The effective income tax rate for the 2024 twenty-six-week period was 24.1%. The effective income tax rate was higher than the statutory federal income tax rate of 21% in the 2024 period primarily attributable to state taxes. The effective income tax rate for the 2023 twenty-six-week period was 23.9%. The effective income tax rate was higher than the statutory federal income tax rate of 21% in the 2023 period primarily attributable to state taxes.

Net income was \$99,720,000, or \$2.79 per basic and diluted share, in the 2024 twenty-six-week period. Net income was \$144,754,000, or \$4.03 per basic and diluted share, in the 2023 twenty-six-week period.

### THIRTEEN WEEKS ENDED JUNE 29, 2024 COMPARED TO THIRTEEN WEEKS ENDED JULY 1, 2023

Revenue for the 2024 thirteen-week period was \$1,225,005,000, a decrease of \$148,852,000, or 11%, compared to the 2023 thirteen-week period. Transportation revenue decreased \$146,518,000, or 11%. The decrease in transportation revenue was attributable to a decreased number of loads hauled of approximately 9% and decreased revenue per load of approximately 2% compared to the 2023 thirteen-week period. Reinsurance premiums were \$15,930,000 and \$18,264,000 for the 2024 and 2023 thirteen-week periods, respectively. The decrease in revenue from reinsurance premiums was primarily attributable to a decrease in the average number of trucks provided by BCO Independent Contractors in the 2024 thirteen-week period compared to the 2023 thirteen-week period.

Truck transportation revenue generated by third party truck capacity providers for the 2024 thirteen-week period was \$1,105,689,000, representing 90% of total revenue, a decrease of \$141,256,000, or 11%, compared to the 2023 thirteen-week period. The number of loads hauled by third party truck capacity providers decreased approximately 9% compared to the 2023 thirteen-week period, and revenue per load on loads hauled by third party truck capacity providers decreased approximately 3% in the 2024 thirteen-week period compared to the 2023 thirteen-week period.

The decrease in the number of loads hauled via truck compared to the 2023 thirteen-week period was primarily due to a broad-based decrease in demand for the Company's truck transportation services. Loads hauled via other truck transportation services decreased 28%, less-than-truckload loadings decreased 9%, loads hauled via van equipment decreased 7% and loads hauled via unsided/platform equipment decreased 7% as compared to the 2023 thirteen-week period.

The decrease in revenue per load on loads hauled via truck was primarily due to a softer freight demand environment experienced throughout the 2024 thirteen-week period. Revenue per load on loads hauled via other truck transportation services decreased 9%, on loads hauled via van equipment decreased 5% and on less-than-truckload loadings decreased 1%, while revenue per load on loads hauled via unsided/platform equipment increased 3% as compared to the 2023 thirteen-week period. The increase in revenue per load on loads hauled via unsided/platform equipment of 3% was favorably impacted by an increase in the percentage of revenue contributed by heavy/specialized equipment, which typically has a higher revenue per load.

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Fuel surcharges billed to customers on revenue generated by BCO Independent Contractors are excluded from revenue. Fuel surcharges on Truck Brokerage Carrier revenue identified separately in billings to customers and included as a component of Truck Brokerage Carrier revenue were \$30,269,000 and \$36,360,000 in the 2024 and 2023 thirteen-week periods, respectively.

Transportation revenue generated by multimode capacity providers for the 2024 thirteen-week period was \$93,613,000, or 8% of total revenue, a decrease of \$7,060,000, or 7%, compared to the 2023 thirteen-week period. Revenue per load on revenue generated by multimode capacity providers decreased approximately 6% in the 2024 thirteen-week period compared to the 2023 thirteen-week period, and the number of loads hauled by multimode capacity providers decreased approximately 1% over the same period. Revenue per load on loads hauled via air and rail intermodal decreased 62% and 7%, respectively, while revenue per load on loads hauled via ocean increased 6%, during the 2024 thirteen-week period as compared to the 2023 thirteen-week period. The decrease in revenue per load on loads hauled by air cargo carriers was primarily attributable to the impact of high value air loadings at one specific customer during the 2023 thirteen-week period. Revenue per load on revenue generated by multimode capacity providers is influenced by many factors, including revenue mix among the various modes of transportation used, length of haul, complexity of freight, density of freight lanes, fuel costs and availability of capacity. The decrease in the number of loads hauled by multimode capacity providers was due to a 5% decrease in rail loadings and a 5% decrease in air loadings, partially offset by a 6% increase in ocean loadings. The 5% decrease in rail loadings was primarily attributable to decreased loadings at two specific agencies. The 5% decrease in air loadings was primarily attributable to decreased loadings at one specific customer. The 6% increase in ocean loadings was primarily attributable to increased loadings at one specific customer.

Purchased transportation was 77.6% and 76.7% of revenue in the 2024 and 2023 thirteen-week periods, respectively. The increase in purchased transportation as a percentage of revenue was primarily due to an increased rate of purchased transportation on revenue generated by Truck Brokerage Carriers. Commissions to agents were 8.1% and 8.9% of revenue in the 2024 and 2023 thirteen-week periods, respectively. The decrease in commissions to agents as a percentage of revenue was primarily attributable to an increased cost of purchased transportation as a percentage of revenue on revenue generated by Truck Brokerage Carriers.

Investment income was \$3,654,000 and \$2,484,000 in the 2024 and 2023 thirteen-week periods, respectively. The increase in investment income was attributable to higher average rates of return on investments in the 2024 thirteen-week period and a higher average investment balance held by the insurance segment during the 2024 thirteen-week period.

Other operating costs increased \$673,000 in the 2024 thirteen-week period compared to the 2023 thirteen-week period. The increase in other operating costs compared to the prior year was primarily due to decreased gains on sales of operating property.

Insurance and claims decreased \$2,620,000 in the 2024 thirteen-week period compared to the 2023 thirteen-week period. The decrease in insurance and claims expense compared to the prior year was primarily due to decreased severity of current year trucking claims and decreased BCO miles traveled during the 2024 thirteen-week period.

Selling, general and administrative costs increased \$410,000 in the 2024 thirteen-week period compared to the 2023 thirteen-week period. The increase in selling, general and administrative costs compared to prior year was primarily attributable to increased employee benefit costs, primarily attributable to increased medical and pharmacy costs under the self-insured portion of the Company's medical plan, an increased provision for customer bad debt and increased stock-based compensation expense, partially offset by decreased project consulting fees and decreased event-related expenses. Included in selling, general and administrative costs was stock-based compensation expense of \$1,892,000 and \$1,274,000 for the 2024 and 2023 thirteen-week periods, respectively.

Depreciation and amortization decreased \$453,000 in the 2024 thirteen-week period compared to the 2023 thirteen-week period. The decrease in depreciation and amortization expense was primarily due to decreased trailing equipment depreciation, partially offset by increased depreciation on new and updated digital tools deployed for use by the Company's network of agents, capacity providers and employees.

Net interest and debt income increased \$1,368,000 in the 2024 thirteen-week period compared to the 2023 thirteen-week period. The increase in interest and debt income was primarily attributable to increased interest income earned on cash balances held by the transportation logistics segment and decreased interest expense related to finance lease obligations.

The provisions for income taxes for the 2024 and 2023 thirteen-week periods were based on estimated annual effective income tax rates of 24.5% and 24.4%, respectively, adjusted for discrete events, such as benefits resulting from stock-based awards. The effective income tax rate for the 2024 thirteen-week period was 24.5%. The effective income tax rate was higher than the statutory federal income tax rate of 21% in the 2024 period primarily attributable to state taxes. The effective income tax rate for the 2023 thirteen-week period was 24.6%. The effective income tax rate was higher than the statutory federal income tax rate of 21% in the 2023 period primarily attributable to state taxes.

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Net income was \$52,624,000, or \$1.48 per basic and diluted share, in the 2024 thirteen-week period. Net income was \$66,559,000, or \$1.85 per basic and diluted share, in the 2023 thirteen-week period.

### CAPITAL RESOURCES AND LIQUIDITY

Working capital and the ratio of current assets to current liabilities were \$709,467,000 and 2.2 to 1, respectively, at June 29, 2024, compared with \$677,517,000 and 2.0 to 1, respectively, at December 30, 2023. Landstar has historically operated with current ratios within the range of 1.5 to 1 to 2.0 to 1. Cash provided by operating activities was \$142,343,000 in the 2024 twenty-six-week period compared with \$191,733,000 in the 2023 twenty-six-week period. The decrease in cash flow provided by operating activities was primarily attributable to decreased net income.

The Company declared and paid \$0.66 per share, or \$23,579,000 in the aggregate, in cash dividends during the twenty-six-week period ended June 29, 2024 and, during such period, also paid \$71,433,000 of dividends payable which were declared in December 2023 and included in current liabilities in the consolidated balance sheet at December 30, 2023. The Company declared and paid \$0.60 per share, or \$21,586,000 in the aggregate, in cash dividends during the twenty-six-week period ended July 1, 2023 and, during such period, also paid \$71,854,000 of dividends payable which were declared in December 2022 and included in current liabilities in the consolidated balance sheet at December 31, 2022. During the twenty-six-week period ended June 29, 2024, the Company purchased 315,649 shares of its common stock at a total cost of \$56,995,000, including \$56,515,000 in cash purchases and accrued excise tax of \$480,000, which is included in other current liabilities in the consolidated balance sheet at June 29, 2024. During the twenty-six-week period ended July 1, 2023, the Company purchased 89,661 shares of its common stock at a total cost of \$15,433,000. As of June 29, 2024, the Company may purchase in the aggregate up to 2,684,351 shares of its common stock under its authorized stock purchase programs. Long-term debt, including current maturities, was \$73,377,000 at June 29, 2024, \$2,237,000 higher than at December 30, 2023.

Shareholders' equity was \$1,000,812,000, or 93% of total capitalization (defined as long-term debt including current maturities plus equity), at June 29, 2024, compared to \$983,923,000, or 93% of total capitalization, at December 30, 2023. The increase in shareholders' equity was primarily the result of net income, partially offset by purchases of shares of the Company's common stock and dividends declared by the Company in the 2024 twenty-six-week period.

On July 1, 2022, Landstar entered into a second amended and restated credit agreement with a bank syndicate led by JPMorgan Chase Bank, N.A., as administrative agent (as further amended as of June 21, 2024, the "Credit Agreement"). The Credit Agreement, which matures July 1, 2027, provides for borrowing capacity in the form of a revolving credit facility of \$300,000,000, \$45,000,000 of which may be utilized in the form of letters of credit. The Credit Agreement also includes an "accordion" feature providing for a possible increase of up to an aggregate amount of borrowing capacity of \$600,000,000.

The Credit Agreement contains a number of covenants that limit, among other things, the incurrence of additional indebtedness. The Company is required to, among other things, maintain a minimum fixed charge coverage ratio, as described in the Credit Agreement, and maintain a Leverage Ratio, as defined in the Credit Agreement, below a specified maximum. The Credit Agreement provides for a restriction on cash dividends and other distributions to stockholders on the Company's capital stock to the extent there is a default under the Credit Agreement. In addition, the Credit Agreement under certain circumstances limits the amount of such cash dividends and other distributions to stockholders to the extent that, after giving effect to any payment made to effect such cash dividend or other distribution, the Leverage Ratio would exceed 2.5 to 1 on a pro forma basis as of the end of the Company's most recently completed fiscal quarter. The Credit Agreement provides for an event of default in the event that, among other things, a person or group acquires 35% or more of the outstanding capital stock of the Company or obtains power to elect a majority of the Company's directors or the directors cease to consist of a majority of Continuing Directors, as defined in the Credit Agreement. None of these covenants are presently considered by management to be materially restrictive to the Company's operations, capital resources or liquidity. The Company is currently in compliance with all of the debt covenants under the Credit Agreement.

At June 29, 2024, the Company had no borrowings outstanding and \$35,025,000 of letters of credit outstanding under the Credit Agreement. At June 29, 2024, there was \$264,975,000 available for future borrowings under the Credit Agreement and access to an additional \$300,000,000 under the Credit Agreement's "accordion" feature. In addition, the Company has \$77,629,000 in letters of credit outstanding as collateral for insurance claims that are secured by investments totaling \$86,254,000 at June 29, 2024. Investments, all of which are carried at fair value, include primarily investment-grade bonds, asset-backed securities, commercial paper and U.S. Treasury obligations having maturities of up to five years. Fair value of investments is based primarily on quoted market prices. See "Notes to Consolidated Financial Statements" included herein for further discussion on measurement of fair value of investments.



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Historically, the Company has generated sufficient operating cash flow to meet its debt service requirements, fund continued growth, both organic and through acquisitions, complete or execute share purchases of its common stock under authorized share purchase programs, pay dividends and meet working capital needs. As an asset-light provider of integrated transportation management solutions, the Company's annual capital requirements for operating property are generally for trailing equipment and information technology hardware and software. In addition, a significant portion of the trailing equipment available to the Company is provided by third party capacity providers, thereby reducing the Company's capital requirements. During the 2024 twenty-six-week period, the Company purchased \$16,778,000 of operating property and acquired \$17,144,000 of trailing equipment by entering into finance leases. Landstar anticipates acquiring either by purchase or lease financing during the remainder of fiscal year 2024 approximately \$60,000,000 in operating property, consisting primarily of new trailing equipment to replace older trailing equipment and information technology hardware and software.

Management believes that cash flow from operations combined with the Company's borrowing capacity under the Credit Agreement will be adequate to meet Landstar's debt service requirements, fund continued growth, both internal and through acquisitions, pay dividends, complete the authorized share purchase programs and meet working capital needs.

### LEGAL MATTERS

The Company is involved in certain claims and pending litigation arising from the normal conduct of business. Many of these claims are covered in whole or in part by insurance. Based on knowledge of the facts and, in certain cases, opinions of outside counsel, management believes that adequate provisions have been made for probable and estimable losses with respect to the resolution of all such claims and pending litigation and that the ultimate outcome, after provisions therefor, will not have a material adverse effect on the financial condition of the Company, but could have a material effect on the results of operations in a given quarter or year.

### CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Landstar provides for the estimated costs of self-insured claims primarily on an actuarial basis. The amount recorded for the estimated liability for claims incurred is based upon the facts and circumstances known on the applicable balance sheet date. The ultimate resolution of these claims may be for an amount greater or less than the amount estimated by management. The Company continually revises its existing claim estimates as new or revised information becomes available on the status of each claim. Historically, the Company has experienced both favorable and unfavorable development of prior years' claims estimates within its various programs. During the 2024 and 2023 twenty-six-week periods, insurance and claims costs included \$2,116,000 and \$2,831,000 of net unfavorable adjustments to prior years' claims estimates, respectively. It is reasonably likely that the ultimate outcome of settling all outstanding claims will be more or less than the estimated claims liability at June 29, 2024, primarily due to the inherent difficulty in estimating the severity of commercial trucking claims and the potential judgment or settlement amount that may be incurred in connection with the resolution of such claims.

Significant variances from management's estimates for the ultimate resolution of self-insured claims could be expected to positively or negatively affect Landstar's earnings in a given quarter or year. However, management believes that the ultimate resolution of these items, given a range of reasonably likely outcomes, will not significantly affect the long-term financial condition of Landstar or its ability to fund its continuing operations.

### SEASONALITY

Landstar's operations are subject to seasonal trends common to the trucking industry. Historically, truckload shipments for the quarter ending in March are typically lower than for the quarters ending June, September and December. The COVID-19 global pandemic and related supply chain issues significantly disrupted these typical seasonal patterns. In particular, the Company's 2022 and 2023 fiscal year results did not reflect normal seasonal patterns. No assurances can be given regarding the extent to which or when trends common to the trucking industry and Landstar's operations, in particular, will return to more typical, pre-pandemic, seasonal patterns.

### Item 3. Quantitative and Qualitative Disclosures About Market Risk

The Company is exposed to changes in interest rates as a result of its financing activities, primarily its borrowings on its revolving credit facility, if any, and investing activities with respect to investments held by the insurance segment.

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On July 1, 2022, Landstar entered into the Second Amended and Restated Credit Agreement (as further amended as of June 21, 2024, the “Credit Agreement”) with a bank syndicate led by JPMorgan Chase Bank, N.A., as administrative agent. The Credit Agreement, which matures July 1, 2027, provides for borrowing capacity in the form of a revolving credit facility of \$300,000,000, \$45,000,000 of which may be utilized in the form of letters of credit. The Credit Agreement also includes an “accordion” feature providing for a possible increase of up to an aggregate amount of borrowing capacity of \$600,000,000.

The revolving credit loans under the Credit Agreement as of June 29, 2024, at the option of Landstar, bear interest at (i) a forward-looking term rate based on the secured overnight financing rate plus 0.10% and an applicable margin ranging from 1.25% to 2.00%, or (ii) an alternate base rate plus an applicable margin ranging from 0.25% to 1.00%, in each case with the applicable margin determined based upon the Company’s Leverage Ratio, as defined in the Credit Agreement, at the end of the most recent applicable fiscal quarter for which financial statements have been delivered. The revolving credit facility bears a commitment fee, payable in arrears, of 0.20% to 0.30%, based on the Company’s Leverage Ratio at the end of the most recent applicable fiscal quarter for which financial statements have been delivered. During the entire second quarter of 2024 and as of June 29, 2024 and December 30, 2023, the Company had no borrowings outstanding under the Credit Agreement.

Long-term investments, all of which are available-for-sale and are carried at fair value, include primarily investment-grade bonds and asset-backed securities having maturities of up to five years. Assuming that the long-term portion of investments remains at \$83,856,000, the balance at June 29, 2024, a hypothetical increase or decrease in interest rates of 100 basis points would not have a material impact on future earnings on an annualized basis. Short-term investments primarily consist of short-term investment-grade instruments and the current maturities of investment-grade corporate bonds and asset-backed securities. Accordingly, any future interest rate risk on these short-term investments would not be material to the Company’s operating results.

Assets and liabilities of the Company’s Canadian and Mexican operations are translated from their functional currency to U.S. dollars using exchange rates in effect at the balance sheet date and revenue and expense accounts are translated at average monthly exchange rates during the period. Adjustments resulting from the translation process are included in accumulated other comprehensive income. Transactional gains and losses arising from receivable and payable balances, including intercompany balances, in the normal course of business that are denominated in a currency other than the functional currency of the operation are recorded in the statements of income when they occur. The assets held at the Company’s Canadian and Mexican subsidiaries at June 29, 2024 were collectively, as translated to U.S. dollars, less than 3% of total consolidated assets. Accordingly, translation gains or losses of approximately 30% or less related to the Canadian and Mexican operations would not be material.

#### Item 4. Controls and Procedures

As of the end of the period covered by this quarterly report on Form 10-Q, an evaluation was carried out, under the supervision and with the participation of the Company’s management, including the Chief Executive Officer (“CEO”) and the Chief Financial Officer (“CFO”), of the effectiveness of the Company’s disclosure controls and procedures (as defined in Rule 13a-15(e) promulgated under the Securities Exchange Act of 1934, as amended). Based on that evaluation, the CEO and CFO concluded that the Company’s disclosure controls and procedures were effective as of June 29, 2024 to provide reasonable assurance that information required to be disclosed by the Company in reports that it filed or submitted under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms.

There were no changes in the Company’s internal control over financial reporting during the second quarter of 2024, which were identified in connection with management’s evaluation required by paragraph (d) of Rules 13a-15 and 15d-15 under the Securities Exchange Act of 1934, as amended, that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

In designing and evaluating disclosure controls and procedures, Company management recognizes that any disclosure controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Because of the inherent limitation in any control system, no evaluation or implementation of a control system can provide complete assurance that all control issues and all possible instances of fraud have been or will be detected.

PART II

OTHER INFORMATION

Item 1. Legal Proceedings

See Part I, Item 2, “*Management’s Discussion and Analysis of Financial Condition and Results of Operations — Legal Matters*”

Item 1A. Risk Factors

For a discussion identifying risk factors and other important factors that could cause actual results to differ materially from those anticipated, see the discussions under Part I, Item 1A, “Risk Factors” in the Company’s Annual Report on Form 10-K for the fiscal year ended December 30, 2023, and in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Notes to Consolidated Financial Statements” in this Quarterly Report on Form 10-Q.

There have been no material changes to the Risk Factors described in Part I “Item 1A. Risk Factors” in the Company’s Annual Report on Form 10-K for the fiscal year ended December 30, 2023 as filed with the SEC.

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### Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

#### Purchases of Equity Securities by the Company

The following table provides information regarding the Company's purchase of its Common Stock during the period from March 31, 2024 to June 29, 2024, the Company's second fiscal quarter:

| <u>Fiscal Period</u>          | <u>Total Number of Shares Purchased</u> | <u>Average Price Paid Per Share<sup>(1)</sup></u> | <u>Total Number of Share Shares Purchased as Part of Publicly Announced Programs</u> | <u>Maximum Number of Shares That May Yet Be Purchased Under the Programs</u> |
|-------------------------------|---|---|--|--|
| March 30, 2024                |   |   |  | 3,000,000  |
| Mar. 31, 2024 – Apr. 27, 2024 | —                                       | \$ —  | —  | 3,000,000  |
| Apr. 28, 2024 – May 25, 2024  | 120,141                                 | 178.99  | 120,141  | 2,879,859  |
| May 26, 2024 – Jun. 29, 2024  | 195,508                                 | 179.08  | 195,508  | 2,684,351  |
| <b>Total</b>                  | <b>315,649</b>                          | <b>\$ 179.04</b>                                  | <b>315,649</b>   |  |

<sup>(1)</sup> The average price paid per share does not include the 1% excise tax on net stock repurchases, as applicable.

On December 7, 2021, the Landstar System, Inc. Board of Directors authorized the Company to purchase up to 1,912,824 shares of the Company's common stock from time to time in the open market and in privately negotiated transactions. On December 6, 2022, the Landstar System, Inc. Board of Directors authorized the Company to purchase up to 1,900,826 additional shares of the Company's common stock from time to time in the open market and in privately negotiated transactions. On December 4, 2023, the Landstar System, Inc. Board of Directors authorized the Company to purchase up to 319,332 additional shares of its common stock from time to time in the open market and in privately negotiated transactions under its share purchase program. As of June 29, 2024, the Company had authorization to purchase in the aggregate up to 2,684,351 shares of its common stock under these programs. No specific expiration date has been assigned to the December 7, 2021, December 6, 2022 or December 4, 2023 authorizations.

#### Dividends

Landstar entered into the Second Amended and Restated Credit Agreement, dated July 1, 2022, with a bank syndicate led by JPMorgan Chase Bank, N.A., as administrative agent (as further amended as of June 21, 2024, the "Credit Agreement"). The Credit Agreement provides for a restriction on cash dividends and other distributions to stockholders on the Company's capital stock in the event there is a default under the Credit Agreement. In addition, the Credit Agreement, under certain circumstances, limits the amount of such cash dividends and other distributions to stockholders to the extent that, after giving effect to any payment made to effect such cash dividend or other distribution, the Leverage Ratio, as defined in the Credit Agreement, would exceed 2.5 to 1 on a pro forma basis as of the end of the Company's most recently completed fiscal quarter.

### Item 3. Defaults Upon Senior Securities

None.

### Item 4. Mine Safety Disclosures

Not applicable.

### Item 5. Other Information

During the thirteen-week period ended June 29, 2024, none of our directors or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of Landstar's securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement."

### Item 6. Exhibits

The exhibits listed on the Exhibit Index are furnished as part of this quarterly report on Form 10-Q.

EXHIBIT INDEX

Registrant's Commission File No.: 0-21238

| <u>Exhibit No.</u> | <u>Description</u>  |
|--------------------|---|
| (10)               | Material Contracts  |
| 10.1*              | <a href="#">First Amendment to Second Amended and Restated Credit Agreement, dated as of June 21, 2024, among Landstar System Holdings, Inc., the Company, the lenders named therein, and JPMorgan Chase Bank, N.A. as Administrative Agent (including exhibits and schedules thereto).</a> |
| (31)               | Certifications Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.   |
| 31.1*              | <a href="#">Chief Executive Officer certification, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>  |
| 31.2*              | <a href="#">Chief Financial Officer certification, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>  |
| (32)               | Certifications Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.   |
| 32.1**             | <a href="#">Chief Executive Officer certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>   |
| 32.2**             | <a href="#">Chief Financial Officer certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>   |
| 101.INS*           | Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.  |
| 101.SCH*           | Inline XBRL Taxonomy Extension Schema Document  |
| 101.CAL*           | Inline XBRL Taxonomy Extension Calculation Linkbase Document  |
| 101.DEF*           | Inline XBRL Taxonomy Extension Definition Linkbase Document   |
| 101.LAB*           | Inline XBRL Taxonomy Extension Label Linkbase Document  |
| 101.PRE*           | Inline XBRL Taxonomy Extension Presentation Linkbase Document   |
| 104*               | Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)  |

\* Filed herewith  
\*\* Furnished herewith

SIGNATURES

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

LANDSTAR SYSTEM, INC.

Date: July 31, 2024

/s/ Frank A. Lonegro

Frank A. Lonegro  
President and  
Chief Executive Officer

Date: July 31, 2024

/s/ James P. Todd

James P. Todd  
Vice President, Chief Financial Officer and Assistant Secretary

## FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is made as of June 21, 2024 by and between LANDSTAR SYSTEM HOLDINGS, INC., a Delaware corporation (the "Borrower") and JPMorgan Chase Bank, N.A., as the Administrative Agent (the "Administrative Agent"), under that certain Second Amended and Restated Credit Agreement, dated as of July 1, 2022, by and among the Borrower, Landstar System, Inc., as "Parent", the Subsidiaries of the Borrower party thereto, the financial institutions from time to time party thereto as Lenders and the Administrative Agent (as in effect immediately prior to giving effect to this Amendment, the "Existing Credit Agreement"), and as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

WHEREAS, as contemplated by Section 1.5 of the Existing Credit Agreement, a Benchmark Transition Event for the CDOR Rate Benchmark for Canadian Dollars is anticipated to occur immediately after June 28, 2024;

WHEREAS, pursuant to Section 2.11(b)(y) of the Existing Credit Agreement, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" with respect to any Agreed Currency for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes under the Credit Agreement and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, the Credit Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders;

WHEREAS, pursuant to clause (2) of the definition of "Benchmark Replacement" in the Existing Credit Agreement, the Benchmark Replacement for Loans denominated in a Foreign Currency shall be the sum of (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in the applicable Agreed Currency at such time in the United States and (b) the related Benchmark Replacement Adjustment;

WHEREAS, pursuant to the definition of "Benchmark Replacement Adjustment" in the Existing Credit Agreement, the Benchmark Replacement Adjustment shall be the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor, giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in Canadian Dollars at such time;

WHEREAS, accordingly, in connection with the previously described requirements of the definitions of “Benchmark Replacement” and “Benchmark Replacement Adjustment” in the Existing Credit Agreement, the Administrative Agent and the Borrower have selected (1) the forward-looking term rate based on the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada as the Benchmark Replacement for Canadian Dollars (such selection, the “Specified Benchmark Replacement”), and (2) Benchmark Replacement Adjustments for such Specified Benchmark Replacement equal to (x) 0.29547% for a one month interest period and (y) 0.32138% for a three month interest period (together, the “Specified Benchmark Replacement Adjustments”);

WHEREAS, in connection with the implementation of a Benchmark Replacement, the Administrative Agent has the right, in consultation with the Borrower, to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary in the Credit Agreement or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to the Credit Agreement or any other Loan Document; and

WHEREAS, this Amendment constitutes Benchmark Replacement Conforming Changes with respect to the replacement of the CDOR Rate with the Specified Benchmark Replacement;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Administrative Agent hereby agree as follows:

1. Amendments to the Existing Credit Agreement. Effective as of the Amendment Effective Date (as defined below), and subject to the satisfaction or waiver of the conditions precedent set forth in Section 2 below, the Existing Credit Agreement (excluding all Exhibits and Schedules thereto) is hereby amended to delete the stricken text (indicated in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated in the same manner as the following example: double-underlined text) as set forth on Annex I hereto (the Existing Credit Agreement as so amended being referred to as the “Amended Credit Agreement”). For the avoidance of doubt, Exhibits and Schedules to the Credit Agreement are not amended hereby but are attached to Annex I for the ease of reference and shall constitute part of the Amended Credit Agreement

2. Conditions of Effectiveness. Subject to the following conditions (and only so long as the Administrative Agent shall not have received written notice of objection to the Specified Benchmark Replacement from Lenders comprising the Required Lenders by 5:00 p.m. on June 28, 2024), this Amendment shall become effective immediately after such time on June 28, 2024 (unless, contrary to expectations, the Benchmark Replacement Date for the CDOR Rate does not occur on such date)(the “Amendment Effective Date”):

- (a) the Administrative Agent’s execution and delivery of a counterpart hereto on the date hereof; and
- (b) the Borrower’s execution and delivery of a counterpart hereto on the date hereof.

3. Reference to and Effect on the Credit Agreement; Reaffirmation.

(a) Upon and after the Amendment Effective Date, each reference in the Amended Credit Agreement to “this Agreement,” “hereunder,” “hereof,” “herein” or words of like import shall mean and be a reference to the Amended Credit Agreement after giving effect to the transactions contemplated hereby.



(b) Except as specifically amended above, the Amended Credit Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed. The Borrower, on behalf of itself and each other Loan Party, hereby (i) agrees that this Amendment and the transactions contemplated hereby shall not limit or diminish the obligations of any Loan Party arising under or pursuant to the Credit Agreement or the other Loan Documents to which it is a party, (ii) reaffirms the obligations of the Loan Parties under the Amended Credit Agreement and each and every other Loan Document to which it is a party and (iii) reaffirms all Liens on the Collateral which have been granted by the Loan Parties in favor of the Administrative Agent (for itself and the other Lenders and Affiliates thereof in accordance with the Loan Documents) pursuant to any of the Loan Documents, and all filings made with a Governmental Authority in connection therewith. This Amendment is not intended to and shall not constitute a novation of the Existing Credit Agreement or any of the Obligations or Secured Obligations.

(c) Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Existing Credit Agreement, the Amended Credit Agreement, the Loan Documents or any other documents, instruments and agreements executed and/or delivered in connection therewith.

(d) This Amendment is a Loan Document.

4. [Reserved].

5. Governing Law. The provisions of Section 10.11 of the Amended Credit Agreement are hereby incorporated herein as if fully set forth herein, *mutatis mutandis*.

6. Execution. This Amendment may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall be deemed to constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Amendment. For the avoidance of doubt, the provisions of Section 10.8(b) of the Amended Credit Agreement shall apply to this Amendment.

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

8. Notices Under Section 2.11. Delivery of a copy of this Amendment to the Borrower and the Lenders (including pursuant to the Platform or other electronic transmission) shall constitute notice to any such Person (a) under Section 2.11(b) of the Existing Credit Agreement of the selection of the Specified Benchmark Replacement as a replacement for the CDOR Rate Benchmark under the Existing Credit Agreement, and (b) under Section 2.11(d) of the Existing Credit Agreement of the implementation of the Specified Benchmark Replacement and the effectiveness of the Benchmark Replacement Conforming Changes, in each case, referenced herein.

9. Existing CDOR Loans. Notwithstanding anything in this Amendment or any other Loan Document to the contrary, interest on all Term Benchmark Loans denominated in Canadian Dollars and outstanding immediately prior to the Amendment Effective Date, if any, shall continue to accrue and be paid based upon the "CDOR Rate" applicable pursuant to the terms of the Existing Credit Agreement solely until the expiration of the current "Interest Period" (as defined in the Existing Credit Agreement and taking into account any grace periods or extensions of such "Interest Period" approved

prior to the Amendment Effective Date) applicable thereto (at which time such Term Benchmark Loans may be reborrowed as or converted to Term Benchmark Borrowings bearing interest based on the Adjusted Term CORRA Rate in accordance with Section 2.6 of the Amended Credit Agreement).

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

LANDSTAR SYSTEM HOLDINGS, INC., as the Borrower

By: /s/ James Todd

Name: James Todd

Title: VP and CFO

Signature Page to First Amendment to Second Amended and Restated Credit Agreement  
Landstar System Holdings, Inc.

JPMORGAN CHASE BANK, N.A., as the Administrative Agent

By: /s/ Jackie Castillo

Name: Jackie Castillo

Title: Vice President

Signature Page to First Amendment to Second Amended and Restated Credit Agreement  
Landstar System Holdings, Inc.

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**Annex I**

Amendments to Credit Agreement

[Attached]

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

dated as of

July 1, 2022 and amended as of June 21, 2024

among

LANDSTAR SYSTEM HOLDINGS, INC.,

LANDSTAR SYSTEM, INC.,

the Subsidiaries of the  
Borrower signatories hereto,

the Several Lenders  
from time to time parties hereto,

BANK OF AMERICA, N.A.,  
WELLS FARGO BANK, NATIONAL ASSOCIATION  
and  
TRUIST BANK,  
as Co-Syndication Agents,

and

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

JPMORGAN CHASE BANK, N.A.,  
as Sole Lead Arranger and Sole Bookrunner

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| Exhibit F   | Form of Assignment and Acceptance       |

SECOND AMENDED AND RESTATED CREDIT AGREEMENT, dated as of July 1, 2022 and [amended as of June 21, 2024](#), among LANDSTAR SYSTEM HOLDINGS, INC., a Delaware corporation (the "Borrower"), LANDSTAR SYSTEM, INC., a Delaware corporation (the "Parent"), the Subsidiaries of the Borrower that are signatories hereto (such Subsidiaries, collectively, the "Subsidiary Guarantors"), the several banks and other financial institutions from time to time parties to this Agreement (such banks and other financial institutions, collectively, the "Lenders"), JPMORGAN CHASE BANK, N.A. ("JPMCB"), as administrative agent for the Lenders hereunder (in such capacity, the "Administrative Agent"), and BANK OF AMERICA, N.A., WELLS FARGO BANK, NATIONAL ASSOCIATION and TRUIST BANK, as co-syndication agents.

**WITNESSETH:**

WHEREAS, the Parent, the Borrower, the Subsidiary Guarantors party thereto, the lenders party thereto and JPMCB, as administrative agent thereunder, are currently party to the Amended and Restated Credit Agreement, dated as of August 18, 2020 (as amended, supplemented or otherwise modified prior to the Closing Date, the "Existing Credit Agreement");

WHEREAS, the Parent, Borrower, the Subsidiary Guarantors party hereto, the Lenders party hereto and the Administrative Agent have agreed to enter into this Agreement in order to (i) amend and restate the Existing Credit Agreement in its entirety, (ii) extend the maturity date in respect of the existing revolving credit facility under the Existing Credit Agreement, (iii) re-evidence the "Obligations" under, and as defined in, the Existing Credit Agreement, which shall be repayable in accordance with the terms of this Agreement and (iv) set forth the terms and conditions under which the Lenders will, from time to time, make loans and extend other financial accommodations to or for the benefit of the Borrower;

WHEREAS, it is the intent of the parties hereto that this Agreement not constitute a novation of the obligations and liabilities of the parties under the Existing Credit Agreement or be deemed to evidence or constitute full repayment of such obligations and liabilities, but that this Agreement amend and restate in its entirety the Existing Credit Agreement and re-evidence the obligations and liabilities of the Borrower and the other Loan Parties outstanding thereunder, which shall be payable in accordance with the terms hereof; and

WHEREAS, it is also the intent of the Borrower and the other Loan Parties party hereto to confirm that all obligations and Liens under the applicable "Loan Documents" (as referred to and defined in the Existing Credit Agreement) shall continue in full force and effect as modified or restated by the Loan Documents (as referred to and defined herein) and that, from and after the Closing Date, all references to the "Credit Agreement" contained in any such existing "Loan Documents" shall be deemed to refer to this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the Existing Credit Agreement is hereby amended and restated as follows:

**ARTICLE I. DEFINITIONS**

**Section 1.1. Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

“ABR”: for any day, a rate per annum equal to the highest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus 1/2 of 1.00%, and (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day), plus 1.00%. If the ABR is being used as an alternate rate of interest pursuant to Section 2.11 (for the avoidance of doubt, only until any amendment has become effective pursuant to Section 2.11(b)(i)), then the ABR shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. Any change in the ABR due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. If the ABR is being used as an alternate rate of interest pursuant to Section 2.11 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.11(b)(i)), then the ABR shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the ABR as determined pursuant to the foregoing would be less than 1%, such rate shall be deemed to be 1% for purposes of this Agreement.

“ABR Borrowing”: a Revolving Credit Borrowing consisting of ABR Loans made pursuant to Section 2.2 or in connection with Section 2.5(b), or converted to ABR Loans pursuant to Section 2.6 or 2.11, or a Swing Line Borrowing made pursuant to Section 2.5.

“ABR Loans”: Loans the rate of interest applicable to which is based upon the ABR.

“Account Receivable Indebtedness”: any obligation arising in connection with a Permitted Receivables Transaction (including, without limitation, any such obligation that may not be reflected in financial statements). To the extent a Permitted Receivables Transaction is outstanding and is accounted for as a sale of accounts receivable under GAAP, Account Receivable Indebtedness shall also include the additional Indebtedness, determined on a consolidated basis, which would have been outstanding had such Permitted Receivables Transaction been accounted for as a borrowing, and the discount rate in such Permitted Receivables Transaction shall be treated as interest.

“Additional Revolving Lender”: as defined in Section 2.19(b).

“Additional Term Lender”: as defined in Section 2.19(g).

“Adjusted Daily Simple CORRA”: an interest rate per annum equal to the Daily Simple CORRA plus 0.29547%; provided that if the Adjusted Daily Simple CORRA as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Adjusted Daily Simple SOFR” means an interest rate per annum equal to the Daily Simple SOFR plus 0.10%; provided that if the Adjusted Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

~~“Adjusted Term SOFR CORRA Rate” means, with respect to any Term Benchmark Borrowing denominated in Dollars for any Interest Period, an interest, for purposes of any calculation, the rate per annum equal to (a) the Term SOFR Rate CORRA for such Interest Period, calculation plus (b) 0.10% 0.29547% for a one month interest period or 0.32138% for a three month interest period; provided that if the Adjusted Term SOFR CORRA Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.~~

“Adjusted Term SOFR Rate” means, with respect to any Term Benchmark Borrowing denominated in Dollars for any Interest Period, an interest rate per annum equal to (a) the Term SOFR Rate for such Interest Period, plus (b) 0.10%; provided that if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

“Administrative Agent”: collectively, JPMCB (including its branches), in its capacity as administrative agent for the Lenders hereunder, and any Affiliates of JPMCB as may be designated in writing by it to the Borrower and the Lenders as performing duties of such Administrative Agent with respect to the Loans and Letters of Credit denominated in any Foreign Currencies, and any successor Administrative Agent appointed pursuant to Section 9.9.

“Administrative Questionnaire”: with respect to each Lender, an administrative questionnaire in the form prepared by the Administrative Agent and submitted to the Administrative Agent duly completed by such Lender.

“Affected Financial Institution”: (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate”: as to any Person, any other Person (other than a Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors of such Person or  
(b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“Agreed Currencies”: (i) Dollars, (ii) Canadian Dollars and (iii) any other currency other than Dollars agreed to by the Administrative Agent, each of the Issuing Lenders and each of the Lenders; provided that, in the case of any Borrowing or Letter of Credit to be denominated in any currency other than Dollars, such currency at the time is readily available, freely transferable, not restricted and freely convertible into Dollars.

“Agreement”: this Second Amended and Restated Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time.

“Alternate Pledge Requirements”: with respect to the applicable Subsidiary, in lieu of the provision of any Guarantee by such Subsidiary otherwise required to be provided pursuant to Section 6.9 hereof:

(a) The execution and delivery to the Administrative Agent of a Pledge Agreement (or supplement to an existing Pledge Agreement) pursuant to which the Loan Parties which directly hold the Capital Stock of such Subsidiary grant to the Administrative Agent, for the benefit of the Lenders, a first-priority, perfected pledge and security interest in each series of outstanding voting Capital Stock held by such Loan Parties representing no greater than 65% of the aggregate outstanding series of such voting Capital Stock of such Subsidiary and 100% of each series of outstanding non-voting Capital Stock of such Subsidiary held by such Loan Parties, together with the certificates, if any, representing such pledged Capital Stock and undated stock powers or other appropriate instruments of transfer executed and delivered in blank.

(b) Accompanying evidence of organizational authorization for the execution and delivery of the applicable Pledge Agreement (or supplement thereto) and opinions of counsel for the respective Loan Parties that are parties thereto with respect to the authorization, execution and enforceability thereof, all in form and substance reasonably satisfactory to the Administrative Agent.

“Anti-Corruption Laws”: all laws, rules and regulations of any jurisdiction applicable to the Parent or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Applicable Margin”: for each Type of Loan on any date during any fiscal quarter of the Parent, the rate per annum for such Type of Loan set forth in Schedule 1.1(C).

“Applicable Payment Office”: the office of the Administrative Agent specified in Section 10.2.

“Applicable Percentage”: at any time for each Lender, the percentage of the total Revolving Credit Commitments of all Lenders then in effect represented at such time by such Lender’s Revolving Credit Commitment; *provided*, that if the Revolving Credit Commitments have been terminated, each Lender’s Applicable Percentage shall be calculated based on such Lender’s pro rata share of the total Loans (including outstanding Swing Line Loans) and L/C Obligations then outstanding or, if no Loans or L/C Obligations are then outstanding, its Revolving Credit Commitment in effect immediately before such termination, subject to any assignments by such Lender of its Revolving Credit Commitment or Loans or other funding obligations pursuant to Section 10.6(b); *provided further* that, in the case of Section 2.23 when a Defaulting Lender shall exist, any such Defaulting Lender’s Revolving Credit Commitment shall be disregarded in the calculation.

“Application”: an application, in such form as any Issuing Lender may specify from time to time, requesting such Issuing Lender to open a Letter of Credit.

“Approved Fund”: any Fund that is administered or managed by (i) a Lender, (ii) an Affiliate of a Lender, or (iii) an entity or an Affiliate of an entity that administers or manages a Lender.

“Approximate Equivalent Amount”: of any Foreign Currency with respect to any amount of Dollars at any date means the equivalent in such Foreign Currency of such amount of Dollars, calculated on the basis of the Exchange Rate for such other currency at in accordance with Section 10.19.

“Assignment Agreement”: an Assignment and Acceptance entered into by one or more Lenders and one or more assignees pursuant to (x) Section 10.6(b) (with the consent of any party whose consent is required by Section 10.6(b)) or (y) Section 2.23(b), and accepted by the Administrative Agent, in substantially the form of Exhibit F or any other form (including an agreement incorporating an Assignment and Acceptance by reference pursuant to an electronic platform approved by the Administrative Agent as to which the Administrative Agent and the parties to the Assignment and Acceptance are participants) approved by the Administrative Agent.

“Available Revolving Credit Commitment”: as to any Lender at any time, an amount equal to the excess, if any, of (a) the amount of such Lender’s Revolving Credit Commitment over (b) the Dollar Equivalent amount of such Lender’s then Outstanding Revolving Extensions of Credit.

“Available Tenor”: as of any date of determination and with respect to the then-current Benchmark for any Agreed Currency, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (e) of Section 2.11.



“**Bail-In Action**”: the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“**Bail-In Legislation**”: (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“**Bankruptcy Event**”: with respect to any Person, such Person becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, liquidator, assignee for the benefit of creditors or similar Person appointed for it charged with the reorganization, receivership, custodianship, or liquidation of its business or properties or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment or has had any order for relief in such proceeding entered in respect thereof; 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 by a Governmental Authority or instrumentality thereof, unless such ownership interest results in or provides 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 permits such Person (or such Governmental Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

“**Benchmark**”: initially, with respect to any (i) RFR Loan in any Agreed Currency, the applicable Relevant Rate for such Agreed Currency or (ii) Term Benchmark Loan, the Relevant Rate for the applicable Agreed Currency; provided that if a Benchmark Transition Event or a Term CORRA Reelection Event and the related Benchmark Replacement Date have occurred with respect to the applicable Relevant Rate or the then-current Benchmark for such Agreed Currency, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.11.

“**Benchmark Replacement**”: for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date; provided that, in the case of any Loan denominated in a Foreign Currency (other than a Loan denominated in Canadian Dollars), “Benchmark Replacement” shall mean the alternative set forth in (2) below:

(1) ~~(x)~~ in the case of any Loan denominated in Dollars, the sum of: (a) Daily Simple SOFR and (b) 0.10%; and/or (y) in the case of any Loan denominated in Canadian Dollars, Adjusted Daily Simple CORRA,

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in the applicable Agreed Currency at such time in the United States and (b) the related Benchmark Replacement Adjustment;

provided that notwithstanding anything to the contrary in this Agreement or in any other Loan Document, upon the occurrence of a Term CORRA Reelection Event, and the delivery of a Term CORRA Notice, on the applicable Benchmark Replacement Date the "Benchmark Replacement" shall revert to and shall be deemed to be the Adjusted Term CORRA Rate.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment": with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the applicable Agreed Currency at such time.

"Benchmark Replacement Conforming Changes": with respect to any Benchmark Replacement, and/or any Term Benchmark Loan denominated in Dollars, any technical, administrative or operational changes (including changes to the definition of "ABR," the definition of "Business Day", the definition of "U.S. Government Securities Business Day", the definition of "RFR Business Day", the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent in consultation with the Borrower decides in its reasonable discretion may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Administrative Agent in consultation with the Borrower decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date": with respect to any Benchmark, the earlier to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); ~~or~~

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date: or

(3) in the case of a Term CORRA Reelection Event, the date that is thirty (30) days after the date a Term CORRA Notice (if any) is provided to the Lenders and the Borrower pursuant to Section 2.11(b)(ii).

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event”: with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, the central bank for the Agreed Currency applicable to such Benchmark, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component), in each case, or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period”: with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then- current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.11.

“Beneficial Ownership Certification”: a certification regarding beneficial ownership or control as required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation”: 31 C.F.R. § 1010.230.

“Benefit Plan”: any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code, or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“Borrower”: as defined in the preamble hereto.

“Borrowing”: a Revolving Credit Borrowing (which may be either a RFR Borrowing, a Term Benchmark Borrowing or an ABR Borrowing) or Swing Line Borrowing, as the case may be.

“Borrowing Date”: any Business Day specified in a notice pursuant to Section 2.2 or 2.5 as a date on which the Borrower requests the Lenders to fund a Borrowing hereunder.

“Borrowing Notice”: as defined in Section 2.2(a).

“Business”: as defined in Section 4.17(b).

“Business Day”: any day (other than a Saturday or a Sunday) on which banks are open for business in New York City or Chicago, provided that, (a) in relation to Loans denominated in Canadian Dollars and in relation to the calculation or computation of ~~CDOR~~ CORRA or the Canadian Prime Rate, “Business Day” shall also mean any day (other than a Saturday or Sunday) on which banks are open for business in Toronto, Ontario and (b) in relation to RFR Loans and any interest rate settings, fundings, disbursements, settlements or payments of any such RFR Loan, or any other dealings in the applicable Agreed Currency of such RFR Loan, “Business Day” shall also mean any such day that is only an RFR Business Day.

“Canadian Dollars”: the lawful currency of Canada.

“Canadian Prime Rate” means, on any day, the rate determined by the Administrative Agent to be the ~~higher of (i) the~~ rate equal to the PRIMCAN Index rate that appears on the Bloomberg screen at 10:15 a.m. Toronto time on such day (or, in the event that the PRIMCAN Index is not published by Bloomberg, any other information services that publishes such index from time to time, as selected by the Administrative Agent in its reasonable discretion) ~~and (ii) the average rate for thirty (30) day Canadian Dollar bankers’ acceptances that appears on the Reuters Screen CDOR Page (or, in the event such rate does not appear on such page or screen, on any successor or substitute page or screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to~~

time, as selected by the Administrative Agent in its reasonable discretion) at 10:15 a.m. Toronto time on such day, plus 1% per annum; provided, that if any the above ~~rates~~ rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. Any change in the Canadian Prime Rate due to a change in the PRIMCAN Index ~~or the CDOR~~ shall be effective from and including the effective date of such change in the PRIMCAN Index ~~or CDOR, respectively~~.

“Capital Stock”: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a limited liability company, partnership, or other Person (other than a corporation), and any and all warrants or options to purchase any of the foregoing.

“Cash Collateralize”: to deposit in the Collateral Account or to pledge and deposit with or deliver to the Administrative Agent, for the benefit of one or more of the Issuing Lenders and Lenders, as collateral for L/C Obligations or Swing Line Loans, or obligations of Lenders to fund participations in respect of L/C Obligations or Swing Line Loans, cash or deposit account balances or, if the Administrative Agent and each applicable Issuing Lender shall agree in their sole discretion, other credit support, in each case with such cash or deposit account balances or other credit support denominated in the applicable currency in which such L/C Obligations or Swing Line Loans are payable and pursuant to documentation in form and substance satisfactory to the Administrative Agent and each applicable Issuing Lender. “Cash Collateral” shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

“Cash Equivalents”: (a) securities with maturities of one year or less from the date of acquisition issued or fully guaranteed or insured by the United States Government or any agency thereof; (b) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits, bankers’ acceptances and repurchase agreements having maturities of one year or less from the date of acquisition issued by any Lender or by any commercial bank organized under the laws of the United States of America or any state thereof having combined capital and surplus of not less than \$100,000,000; (c) commercial paper of an issuer rated at least A-1 by Standard & Poor’s Corporation or P-1 by Moody’s Investors Service, Inc., or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of investments, and, in either case, maturing within six months from the date of acquisition; (d) commercial paper of any Lender or an affiliate of any Lender rated at least A-1 by Standard & Poor’s Corporation or P-1 by Moody’s Investors Service, Inc., or carrying an equivalent rating by a nationally recognized rating agency, if both of the two named rating agencies cease publishing ratings of investments, and, in either case, maturing within six months from the date of acquisition; (e) shares of money market mutual funds consisting solely of instruments described in the foregoing clauses (a) through (d) and that (i) are rated AA or better by Standard & Poor’s Corporation or Aa2 by Moody’s Investors Service, Inc., or (ii) if such money market mutual funds are unrated, do not exceed \$5,000,000 in the aggregate at any time for all such unrated funds; and (f) marketable direct general obligations issued by any state, county or municipality, or any agency or instrumentality of any thereof, with maturities of one year or less from the date of acquisition and that are rated AA- or better by Standard & Poor’s Corporation or Aa3 by Moody’s Investors Service, Inc.

“CBR Loan”: a Loan that bears interest at a rate determined by reference to the Central Bank Rate.

“CBR Spread”: the Applicable Margin, applicable to such Loan that is replaced by a CBR Loan.

“Central Bank Rate”: (A) the greater of (i) for any Loan denominated in (a) Canadian Dollars, the Canadian Prime Rate and (b) any other Foreign Currency determined after the Closing Date, a central bank rate as determined by the Administrative Agent in consultation with the Borrower in its reasonable discretion and (ii) the Floor; plus (B) the applicable Central Bank Rate Adjustment (if any).

“Central Bank Rate Adjustment”: for any day, for any Loan denominated in (a) Canadian Dollars, zero and (b) any other Foreign Currency determined after the Closing Date, an adjustment as determined by the Administrative Agent and the Borrower. For purposes of this definition, the term Central Bank Rate shall be determined disregarding clause (B) of the definition of such term.

~~“CDOR Rate”: on any day for the relevant Interest Period, the annual rate of interest equal to the average rate applicable to Canadian Dollar Canadian bankers’ acceptances for such Interest Period that appears on the “Reuters Screen CDOR Page” as defined in the International Swap Dealer Association, Inc. definitions, as modified and amended from time to time (or, in the event such rate does not appear on such page or screen, on any successor or substitute page or screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time, as selected by the Administrative Agent in its reasonable discretion), rounded to the nearest 1/100th of 1% (with .005% being rounded up); as of 10:15 a.m. Toronto local time on the first day of such Interest Period and, if such day is not a Business Day, then on the immediately preceding Business Day (as adjusted by Administrative Agent after 10:15 a.m. Toronto local time to reflect any error in the posted rate of interest or in the posted average annual rate of interest) (the “CDOR Screen Rate”). If the CDOR Rate shall be less than zero, the CDOR Rate shall be deemed to be zero for purposes of this Agreement.~~

~~“CDOR Screen Rate”: has the meaning assigned to such term in the definition of CDOR Rate.~~

“Change in Law”: the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline, requirement or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof and (ii) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “Change in Law”, regardless of the date enacted, adopted, implemented or issued.

“Closing Date”: the date on which the conditions precedent set forth in Section 5.1 shall be satisfied or waived in accordance with the terms hereof.

“CME Term SOFR Administrator”: CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

“Code”: the Internal Revenue Code of 1986, as amended from time to time.

“Collateral”: Capital Stock and any other assets pledged or in which a Lien is granted, in each case, pursuant to a Pledge Agreement.

“Collateral Account”: as defined in Section 8.2(b).

“Collateral Agent”: JPMorgan Chase Bank, N.A. (including its branches), acting in its capacity as collateral agent for the Issuing Lenders and the Lenders, and in the case of Letters of Credit denominated in any Foreign Currency, JPMorgan Europe Limited or other branch or Affiliate of JPMCB acting in such capacity, and any co-collateral agent or successor collateral agent appointed hereunder.

“Collateralized Obligations”: as defined in Section 8.2(b).

“Commitment Fee Rate”: on any date during any fiscal quarter of the Parent, the rate per annum set forth in Schedule 1.1(C) under the column heading “Commitment Fee Rate” opposite the row heading describing the Leverage Ratio as of the end of the preceding fiscal quarter of the Parent.

“Commodity Exchange Act”: the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Commodity Price Protection Agreement”: any futures agreement or commodity price protection agreement or other commodity hedge arrangement entered into in the ordinary course of business by the Borrower or any of its Subsidiaries in order to protect them against fluctuations in fuel prices.

“Commonly Controlled Entity”: an entity, trade or business, whether or not incorporated, which is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group which includes the Borrower and which is treated as a single employer under Section 414 of the Code.

“Computation Date”: as defined in Section 2.20.

“Connection Income Taxes”: Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Consolidated EBITDA”: for any period, Consolidated Net Income of the Parent and its Subsidiaries for such period plus, without duplication and to the extent reflected as a charge or expense in the calculation of such Consolidated Net Income for such period, the sum of (i) total income tax expense, (ii) interest expense, amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with Indebtedness (including the Loans), (iii) depreciation and amortization expense, (iv) amortization of intangibles (including, but not limited to, goodwill) and organization costs, (v) any non-cash expenses and charges, (vi) any non-cash loss associated with the sale or write-down of assets not in the ordinary course, (vii) any unusual or non-recurring expenses or losses (including, without limitation, losses on sales of assets outside of the ordinary course of business and in respect of Permitted Receivables Transactions, whether or not such losses are otherwise includable as a separate item in the statement of such Consolidated Net Income for such period) and (viii) any charges relating to expensing employee stock options or other stock based compensation and minus any 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 and in respect of Permitted Receivables Transactions).

Notwithstanding anything to the contrary contained herein, in the absence of further specificity as to the period of calculation (including in connection with determining a percentage of Consolidated EBITDA for purposes of any basket or threshold), the calculation of Consolidated EBITDA will be deemed to be for the four fiscal quarter period of the Parent most recently completed on or prior to the relevant date of calculation for which financial statements have been delivered pursuant to Section 6.1(a) or (b) (or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 6.1(a) or (b), the most recent financial statements referred to in Section 5.1(m)).

“Consolidated Interest Expense”: for any period, the consolidated amount of interest expense of the Parent and its Subsidiaries with respect to such period, determined on a consolidated basis in accordance with GAAP (but excluding for purposes of calculating the amount of such interest expense for any such period the effect of any interest income for such period) including, without limitation, the interest component of payments made under Financing Leases and the discount rate in any Permitted Receivables Transaction, as such consolidated amount is increased or decreased, as the case may be, to give effect to any costs or benefits arising under any Interest Rate Protection Agreements during such period.

“Consolidated Net Income”: for any period, the consolidated net income (or loss) of the Parent and its Subsidiaries, determined on a consolidated basis in accordance with GAAP; provided that, there shall be excluded the income (or deficit) of any other Person (other than a Subsidiary) in which the Parent or any of its Subsidiaries has an ownership interest, except to the extent that any such income is actually received by the Parent or such Subsidiary in the form of dividends or similar distributions.

“Consolidated Net Worth”: at any date, an amount equal to (x) Consolidated Total Assets as at such date, minus (y) Consolidated Total Liabilities as at such date.

“Consolidated Total Assets”: at any date, the amount, computed in accordance with GAAP, of the total assets of the Parent and its consolidated Subsidiaries as at such date.

“Consolidated Total Liabilities”: at any date, the amount, computed in accordance with GAAP, of the total liabilities of the Parent and its consolidated Subsidiaries as at such date.

“Contractual Obligation”: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

“CORRA”: Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

“CORRA Administrator”: the Bank of Canada (or any successor administrator).

“CORRA Determination Date”: as defined in the definition of “Daily Simple CORRA”.

“CORRA Rate Day”: as defined in the definition of “Daily Simple CORRA”.

“Corresponding Tenor”: with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Country Risk Event”:

(i) any law, action or failure to act by any Governmental Authority in any country asserting jurisdiction over the Letter of Credit beneficiary which has the effect of:

(a) changing the obligations of the applicable Issuing Lender or the Lenders under the relevant Letter of Credit, this Agreement or any of the other Loan Documents as originally agreed or otherwise creating any additional liability, cost or expense to the applicable Issuing Lender, the Lenders or the Administrative Agent from that which exists on the Closing Date,



- (b) changing the ownership or control by such Letter of Credit beneficiary of its business, or
  - (c) preventing or restricting the conversion into or transfer of the applicable Agreed Currency;
- (ii) force majeure; or
- (iii) any similar event outside the control of the Administrative Agent and the applicable Issuing Lender;

which, in relation to (i), (ii) and (iii), directly or indirectly, prevents or restricts the payment or transfer of any amounts owing under the relevant Letter of Credit in the applicable Agreed Currency into an account designated by the Administrative Agent or the applicable Issuing Lender and freely available to the Administrative Agent or such Issuing Lender.

“Daily Simple CORRA”: for any day (a “CORRA Rate Day”), a rate per annum equal to CORRA for the day (such day “CORRA Determination Date”) that is five (5) RFR Business Days prior to (i) if such CORRA Rate Day is an RFR Business Day, such CORRA Rate Day or (ii) if such CORRA Rate Day is not an RFR Business Day, the RFR Business Day immediately preceding such CORRA Rate Day, in each case, as such CORRA is published by the CORRA Administrator on the CORRA Administrator’s website. Any change in Daily Simple CORRA due to a change in CORRA shall be effective from and including the effective date of such change in CORRA without notice to the Borrower. If by 5:00 p.m. (Toronto time) on any given CORRA Determination Date, CORRA in respect of such CORRA Determination Date has not been published on the CORRA Administrator’s website and a Benchmark Replacement Date with respect to the Daily Simple CORRA has not occurred, then CORRA for such CORRA Determination Date will be CORRA as published in respect of the first preceding RFR Business Day for which such CORRA was published on the CORRA Administrator’s website, so long as such first preceding RFR Business Day is not more than five (5) Business Days prior to such CORRA Determination Date.

“Daily Simple SOFR”: for any day (a “SOFR Rate Day”), a rate per annum equal to SOFR for the day (such day “SOFR Determination Date”) that is five (5) RFR Business Days prior to (i) if such SOFR Rate Day is an RFR Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not an RFR Business Day, the RFR Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“Default”: any of the events specified in Article VIII, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“Defaulting Lender”: subject to Section 2.23(g), any Lender 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, unless such Lender notifies the Administrative 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, (ii) fund any portion of its participations in any Letters of Credit or Swing Line Loans or (iii) pay over to the Borrower or the Administrative Agent any other

amount required to be paid by it hereunder, unless (in the case of this clause (iii)) such Lender notifies the Administrative Agent in writing that such failure is the result of a good faith dispute with respect to the requirement to pay such amount, (b) has notified the Administrative Agent or the Borrower 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 (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 a Loan or participation in any Letter of Credit or Swing Line Loan under this Agreement cannot be satisfied), (c) has failed, within three Business Days after request by the Administrative Agent or the Borrower, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective Loans and participations in then outstanding Letters of Credit and Swing Line Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon the Administrative Agent's and the Borrower's receipt of such certification in form and substance satisfactory to the Borrower and the Administrative Agent, or (d) has, or has a direct or indirect parent company that has, become the subject of (i) a Bail-In Action or (ii) a Bankruptcy Event; *provided* that a Bankruptcy Event shall not be deemed to exist for purposes of this definition solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, so long as 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 Authority or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination by the Administrative Agent to the Borrower, each Issuing Lender, and each Lender.

**“Dollar Equivalent”**: as of any date of determination (i) with respect to any amount in Dollars, such amount, and (ii) with respect to any amount denominated in any currency other than Dollars, the equivalent in Dollars of such amount, determined by the Administrative Agent using the applicable Exchange Rate with respect to such currency at the time in effect pursuant to Section 10.19 or as otherwise expressly provided herein.

**“Dollars”** and **“\$”**: dollars in lawful currency of the United States of America.

**“Domestic Subsidiary”**: any Subsidiary that is organized under the laws of one of the fifty states of the United States or the District of Columbia.

**“EEA Financial Institution”**: (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

**“EEA Member Country”**: any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

**“EEA Resolution Authority”**: any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Electronic Signature”: an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

“Environmental Laws”: any and all foreign, federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirements of Law (including common law) regulating, relating to or imposing liability or standards of conduct concerning protection of the environment, as now or may at any time hereafter be in effect.

“ERISA”: the Employee Retirement Income Security Act of 1974, as amended from time to time.

“EU”: the European Union.

“EU Bail-In Legislation Schedule”: the EU Bail- In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“Event of Default”: any of the events specified in Article VIII, provided that any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“Exchange Rate”: on any day (or if such day is not a Business Day, on the immediately preceding Business Day), for purposes of determining the Dollar Equivalent of any currency other than Dollars, the rate of exchange for the purchase of Dollars with such currency last provided (either by publication or otherwise provided to the Administrative Agent) by Reuters on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of Dollars with such currency, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent and the Borrower (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in Dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its reasonable discretion and such determination shall be conclusive absent manifest error).

“Exchange Rate Protection Agreement”: any currency exchange rate cap agreement, swap agreement, forward or futures agreement, or other currency exchange rate hedge arrangement entered into by the Borrower or any Subsidiary in order to protect the Borrower or any Subsidiary, as the case may be, against fluctuations in currency exchange rates.

“Excluded Subsidiary”: (a) any Immaterial Subsidiary, (b) any Foreign Subsidiary or FSHCO that is (i) a direct Subsidiary of a Loan Party for which either (1) such Loan Party has satisfied, within forty-five (45) days (or such longer period as the Administrative Agent may agree in writing in its discretion) after the creation, formation or acquisition of such Subsidiary, the Alternate Pledge Requirements in respect of such Subsidiary or (2) the Alternate Pledge Requirements in respect of such Subsidiary are unable to be satisfied by such Loan Party (x) due to prohibitions under applicable law or Contractual Obligations (in existence at the time of acquisition of such Subsidiary but not entered into in contemplation thereof or for the purpose of creating such prohibition) from pledging interests in the Capital Stock of such Foreign Subsidiary or FSHCO, other than to the extent such prohibition under Contractual Obligations is rendered ineffective under the applicable Uniform Commercial Code or other applicable law, notwithstanding such prohibition, or (y) if pledging interests in the Capital Stock of such Subsidiary would require governmental (including regulatory) or other bona-fide third party (other than a Loan Party or any Affiliate thereof) consent, approval, license or authorization (unless such consent, approval, license or authorization has been obtained), or (ii) not a direct Subsidiary of a Loan Party, (c)

any Domestic Subsidiary of a Subsidiary that is not (and is not required to otherwise become) a Loan Party (but only for so long as such Domestic Subsidiary continues to be a Subsidiary of a non-Loan Party), (d) any not-for-profit Subsidiary, (e) any Receivables SPV, (f) the Operator Financing Subsidiary, (g) any Financing Vehicle, (h) any Subsidiary (i) that is prohibited by applicable law or Contractual Obligations (in existence at the time of acquisition of such Subsidiary but not entered into in contemplation thereof or for the purpose of creating such prohibition) from guaranteeing the Obligations, other than to the extent such prohibition under Contractual Obligations is rendered ineffective under applicable law, notwithstanding such prohibition, or (ii) if guaranteeing the Obligations would require governmental (including regulatory) or other bona-fide third party (other than a Loan Party or any Affiliate thereof) consent, approval, license or authorization (unless such consent, approval, license or authorization has been obtained), and (i) any Subsidiary with respect to which the Administrative Agent and the Borrower mutually agree that the burden, cost or other consequences (including any material adverse tax consequences) of providing a Guarantee shall be excessive in view of the benefits to be obtained by the Lenders therefrom; provided, that for the avoidance of doubt, at the sole option of the Borrower, (A) any Excluded Subsidiary may become a party to the Subsidiaries Guarantee through the execution and delivery of a supplement thereto and, in such case, shall no longer constitute an Excluded Subsidiary thereafter under this Agreement and shall not be released as a Subsidiary Guarantor thereafter unless such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents, and (B) in connection with any such Guarantee provided pursuant to clause (A) of this proviso, if such Subsidiary was previously an Excluded Subsidiary pursuant to clause (b)(i) above, any existing Lien and pledge of Capital Stock in such Subsidiary shall be automatically released by the Administrative Agent in connection with the provision of such Guarantee by such Subsidiary.

“Excluded Swap Obligation”: with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder (determined after giving effect to any “keepwell, support or other agreement” for the benefit of such Guarantor and any and all guarantees of such Guarantor’s Swap Obligations by other Loan Parties) at the time the Guarantee of such Guarantor, or a grant by such Guarantor of a security interest, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes excluded in accordance with the first sentence of this definition.

“Excluded Taxes”: any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, branch profits Taxes, and Taxes on net worth or capital, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an interest in a Loan or Revolving Credit Commitment pursuant to a law in effect on the later of (i) the date hereof and (ii) the date on which (x) such Lender acquires such interest in a Loan or Revolving Credit Commitment (other than pursuant to an assignment requested by the Borrower under Section 2.18), or (y) such Lender changes its applicable Lending Office, except in each case to the extent that, pursuant to Section 2.15, amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its applicable Lending Office, (c) Taxes attributable to such Recipient’s failure to comply with Section 2.15(g), and (d) any U.S. federal withholding Taxes imposed under FATCA.

“Existing Credit Agreement”: as defined in the preamble hereto.

“Existing Letters of Credit”: the letters of credit issued by JPMCB pursuant to the Existing Credit Agreement and outstanding on the Closing Date, as described on Schedule 3.9.

“FATCA”: Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantively comparable), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b)(1) of the Code, any intergovernmental agreement entered into in connection with any of the foregoing and any fiscal or regulatory legislation, rules or practices adopted pursuant to any such intergovernmental agreement.

“Federal District Court”: as defined in Section 10.12(a).

“Federal Funds Effective Rate”: for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRB Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“Financing Lease”: any lease of property, real or personal, the obligations of the lessee in respect of which are required in accordance with GAAP to be capitalized on a balance sheet of the lessee. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, for purposes of calculating the amount of any obligations in respect of Financing Leases pursuant to the terms of this Agreement or any other Loan Document, GAAP will be deemed to treat leases that would have been classified as operating leases in accordance with GAAP in the United States of America as in effect on December 26, 2015 in a manner consistent with the treatment of such leases under GAAP in the United States of America as in effect on December 26, 2015, notwithstanding any modifications or interpretive changes thereto that may occur thereafter.

“Financing Vehicle”: any direct or indirect wholly-owned Subsidiary of the Parent formed for the sole purpose of engaging in the Operator Financing Program, and which engages in no business activities other than those related to the Operator Financing Program.

“Floor”: the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR Rate, the ~~CDOR~~ Adjusted Term CORRA Rate, the Adjusted Daily Simple SOFR, the Adjusted Daily Simple CORRA or the Central Bank Rate, as applicable. For the avoidance of doubt the initial Floor for each of the Adjusted Term SOFR Rate, the ~~CDOR~~ Adjusted Term CORRA Rate, the Adjusted Daily Simple SOFR or, the Adjusted Daily Simple CORRA and the Central Bank Rate shall be 0%.

“Foreign Currencies”: all Agreed Currencies other than Dollars.

“Foreign Currency Sublimit”: \$75,000,000.

“Foreign Lender”: a Lender that is not a U.S. Person.

“Foreign Subsidiary”: any Subsidiary that is organized under the laws of a jurisdiction other than one of the fifty states of the United States or the District of Columbia.

“Fronting Exposure”: at any time there is a Defaulting Lender, (i) with respect to any Issuing Lender, such Defaulting Lender’s Applicable Percentage of the outstanding L/C Obligations with respect to Letters of Credit issued by such Issuing Lender, other than L/C Obligations as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with Section 2.23, and (ii) with respect to any Swing Line Lender, such Defaulting Lender’s Applicable Percentage of outstanding Swing Line Loans made by such Swing Line Lender other than Swing Line Loans as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders in accordance with Section 2.23.

“FSHCO”: any Domestic Subsidiary substantially all of the assets of which consist of stock (or stock and indebtedness) of one or more Foreign Subsidiaries and/or intellectual property relating to any Foreign Subsidiary (or any Subsidiary thereof) and/or other assets (including cash) relating to an ownership interest in any such stock, indebtedness and/or intellectual property.

“Fund”: 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.

“GAAP”: generally accepted accounting principles in the United States of America in effect from time to time; provided that, for purposes of determining compliance with the covenants set forth in Sections 7.1 and 7.9, “GAAP” means such generally accepted accounting principles as utilized in preparing the audited financial statements delivered pursuant to the first sentence of Section 4.1.

“Governmental Authority”: any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Guarantee Obligation”: as to any Person (the “guaranteeing person”), any obligation of (a) the guaranteeing person or (b) another Person (including, without limitation, any bank under any letter of credit) to induce the creation of which the guaranteeing person has issued a reimbursement, counterindemnity or similar obligation, in either case guaranteeing or in effect guaranteeing 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, without limitation, 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 Borrower in good faith.

“Guarantees”: the collective reference to the Parent Guarantee, the Subsidiaries Guarantee and the L/C Guarantee.

“Guarantor”: any Person delivering a Guarantee pursuant to this Agreement.

“IFRS”: International Financial Reporting Standards and applicable accounting requirements published by the International Accounting Standards Board, as in effect from time to time.

“Immaterial Subsidiary”: any Subsidiary of Parent that, as of the last day of the most recent fiscal quarter of the Parent for which financial statements have been delivered pursuant to Section 6.1(a) or (b) (or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 6.1(a) or (b), the most recent financial statements referred to in Section 5.1(m)), (i) has generated less than 2.0% of the Consolidated EBITDA of Parent and its Subsidiaries for the period of four fiscal quarters ended on such date or (ii) holds less than 2.0% of the Consolidated Total Assets of Parent and its Subsidiaries as of such date, in each case, excluding any intercompany items; provided, that the aggregate amount of Consolidated EBITDA or Consolidated Total Assets attributable to all Immaterial Subsidiaries shall not exceed 5.0% of Consolidated EBITDA or 5% of Consolidated Total Assets, respectively. For the avoidance of doubt, in no event shall the Borrower be an Immaterial Subsidiary of the Parent.

“Incremental Commitments”: as defined in Section 2.19(f).

“Incremental Revolving Credit Commitment”: as defined in Section 2.19(a).

“Incremental Term Lender”: as defined in Section 2.19(g).

“Incremental Term Loan”: as defined in Section 2.19(f).

“Incremental Term Loan Commitment”: as defined in Section 2.19(f).

“Incremental Term Loan Commitment Amendment”: as defined in Section 2.19(h).

“Indebtedness”: of any Person (the “Debtor”) at any date, without duplication, (a) all indebtedness of the Debtor for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities, accrued compensation and other liabilities, costs or fees incurred in the ordinary course of business and payable in accordance with customary practices), (b) any other indebtedness of such Debtor which is evidenced by a note, bond, debenture or similar instrument, (c) all obligations of such Debtor under Financing Leases, (d) all obligations of such Debtor in respect of acceptances issued or created for the account of such Debtor, (e) all liabilities of any other Person or Persons secured by any Lien on any property owned by the Debtor even though the Debtor has not assumed or otherwise become liable for the payment thereof, (f) all Account Receivable Indebtedness of such Debtor, (g) obligations of the Debtor under any conditional sale or other title retention agreements relating to property acquired by the Debtor, (h) all net amounts that would be payable by the Debtor under any Interest Rate Protection Agreement if such Interest Rate Protection Agreement were to be terminated as of the date of any determination of Indebtedness, (i) off-balance sheet liability of the Debtor retained in connection with synthetic leases and sale-leaseback transactions and other similar obligations of the Debtor with respect to other transactions that are the functional equivalent of borrowings but are not recognized as liabilities on the Debtor’s consolidated balance sheet prepared in accordance with GAAP, and (j) all Guarantee Obligations of obligations otherwise constituting Indebtedness as herein defined. The Indebtedness of any Debtor shall include the Indebtedness of any partnership in which the Debtor is a general partner.

“Indemnified Taxes”: (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any Loan Party under any Loan Document and (b) to the extent not otherwise described in the preceding clause (a), Other Taxes.

“Insolvency”: with respect to any Multiemployer Plan, the condition that such Multiemployer Plan is insolvent within the meaning of Section 4245 of ERISA.

“Insolvent”: pertaining to a condition of Insolvency.

“Insurance Subsidiary”: a wholly owned corporate Subsidiary of the Borrower incorporated in the Cayman Islands and licensed in the Cayman Islands for the purpose of engaging in the Insurance Subsidiary Business.

“Insurance Subsidiary Business”: the business of (x) providing insurance or reinsurance to (a) the Borrower, its Subsidiaries and/or independent contractors doing business with the Borrower and/or any of its Subsidiaries and/or (b) any other Persons principally engaged in trucking or a similar business, including independent contractors who do not do business with the Borrower and/or any of its Subsidiaries, and/or (y) providing other reinsurance to other Persons.

“Interest Payment Date”: (a) with respect to any ABR Loan (other than a Swing Line Loan), the last day of each March, June, September and December, (b) with respect to any Term Benchmark Loan, the last day of each Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months’ duration, each day prior to the last day of such Interest Period that occurs at intervals of three months’ duration after the first day of such Interest Period, (c) with respect to any RFR Loan, each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month), (d) as to any Swing Line Loan, the day such Swing Line Loan is required to be repaid, and (e) as to all Loans, the Termination Date.

“Interest Period”: with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (or, solely in the case of any Term Benchmark Borrowing denominated in Canadian Dollars, one, ~~two~~ or three months thereafter) (in each case, subject to the availability for the Benchmark applicable to the relevant Loan or commitment for any Agreed Currency), as the Borrower may elect; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no tenor that has been removed from this definition pursuant to Section 2.11(e) shall be available for specification in such Borrowing Notice or notice of conversion or continuation. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.



“Interest Rate Protection Agreement”: any interest rate cap agreement or interest rate swap agreement or other interest rate hedge arrangement entered into by the Borrower or any Subsidiary in order to protect the Borrower or such Subsidiary, as the case may be, against fluctuations in interest rates in respect of any obligations.

“Investment Grade”: a rating of BBB or higher from Standard & Poor’s Corporation and Baa or higher from Moody’s Investors Service, Inc.

“ISP”: International Standby Practices 1998 (International Chamber of Commerce Publication Number 590) and any subsequent revision thereof adhered to by JPMorgan Chase Bank, N.A.

“Issuing Lender”: JPMCB and any other Lender approved by the Administrative Agent and the Borrower that agrees to issue any Letter of Credit hereunder, in each case, in its capacity as issuer of such Letter of Credit. At any time there is more than one Issuing Lender, all singular references to the Issuing Lender in this Agreement or any other Loan Document shall mean any Issuing Lender, each Issuing Lender, the Issuing Lender that has issued the applicable Letter of Credit, or such (or all) Issuing Lenders, as the context may require.

“JPMCB”: as defined in the preamble hereto.

“L/C Exposure”: with respect to any Lender at any time, such Lender’s Applicable Percentage of all L/C Obligations then outstanding.

“L/C Fee”: on any date of determination for any Letter of Credit, the rate per annum equal to the Applicable Margin for Term Benchmark Loans and RFR Loans in effect on such date multiplied by the average daily aggregate Dollar Equivalent amount available to be drawn under such Letter of Credit during the period for which such determination is made.

“L/C Fee Payment Date”: the last day of each March, June, September and December, and with respect to each Letter of Credit, the date of expiration or cancellation of such Letter of Credit.

“L/C Guarantee”: the L/C Guarantee executed and delivered by the Parent on June 2, 2016, substantially in the form of Exhibit C-3, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“L/C Obligations”: at any time, an amount equal to the sum of (a) the aggregate Dollar Equivalent amount of the then undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate Dollar Equivalent amount of all unpaid Reimbursement Obligations. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the UCP or Rule 3.13 or Rule 3.14 of the ISP or similar terms of the Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Letter of Credit shall be deemed to be “outstanding” and “undrawn” in the amount so remaining available to be paid, and the obligations of the Borrower and each Lender shall remain in full force and effect until the applicable Issuing Lender and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to such Letter of Credit.

“L/C Participants”: with respect to any Letter of Credit, the collective reference to all the Lenders other than the Issuing Lender for such Letter of Credit.

“Landstar Agent”: any independent commission sales agent who enters into an Independent Contractor Agreement for Sales Agent or similar contractual arrangement with Parent or any of its Subsidiaries and is responsible for locating freight, making such freight available to capacity providers and coordinating the transportation of such freight with customers and capacity providers under such contractual arrangement.

“Lenders”: as defined in the preamble hereto (which term shall include each Swing Line Lender and Issuing Lender, unless the context shall otherwise require).

“Lending Office”: the “Lending Office” of such Lender (or an Affiliate of such Lender) designated for each Type and/or currency of Loan or Letter of Credit in the Administrative Questionnaire submitted by such Lender or such other office of such Lender (or an Affiliate of such Lender) as such Lender may from time to time specify to the Administrative Agent and the Borrower as the office by which its Loans and Letters of Credit of such Type and/or currency are to be made and maintained.

“Letter of Credit Commitment”: with respect to each Issuing Lender, the commitment of such Issuing Lender to issue Letters of Credit hereunder. The initial amount of each Issuing Lender’s Letter of Credit Commitment is set forth on Schedule 1.1(D), or if an Issuing Lender has entered into an Assignment Agreement or has otherwise assumed a Letter of Credit Commitment after the Closing Date, the amount set forth for such Issuing Lender as its Letter of Credit Commitment in the Register maintained by the Administrative Agent. The Letter of Credit Commitment of an Issuing Lender may be modified from time to time by agreement between such Issuing Lender and the Borrower and notified to the Administrative Agent.

“Letters of Credit”: as defined in Section 3.1(a).

“Leverage Ratio”: as defined in Section 7.1(a).

“Lien”: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any Financing Lease having substantially the same economic effect as any of the foregoing).

“Loan”: any loan made by any Lender pursuant to this Agreement, which loan may be outstanding as a Revolving Credit Loan (as either an ABR Loan, a RFR Loan or a Term Benchmark Loan), a Swing Line Loan or an Incremental Term Loan, as the context shall require.

“Loan Documents”: this Agreement, the Notes, if any, the Guarantees, the Applications, if any, and the Pledge Agreements, if any.

“Loan Parties”: the Parent, the Borrower and each Subsidiary Guarantor.

“Local Time”: as defined in Section 1.2(f).

“Material Adverse Effect”: a material adverse effect on (a) the business, operations, property or condition (financial or otherwise) of the Parent and its Subsidiaries taken as a whole or (b) the validity or enforceability of this Agreement or any of the other Loan Documents or the rights or remedies of the Administrative Agent or the Lenders hereunder or thereunder.

“Materials of Environmental Concern”: any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, polychlorinated biphenyls and urea-formaldehyde insulation.

“Maximum Commitment Amount”: at any date of determination, an aggregate principal amount of \$600,000,000.

“Maximum L/C Exposure Amount”: \$100,000,000.

“Multiemployer Plan”: a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, which is subject to Title IV of ERISA and with respect to which the Borrower, the Parent or any Commonly Controlled Entity is making or accruing an obligation to make contributions or has, within any of the preceding five plan years, made or accrued an obligation to make contributions.

“New York Courts”: as defined in Section 10.12(a).

“New York Supreme Court”: as defined in Section 10.12(a).

“Non-Defaulting Lender”: at any time, each Lender that is not a Defaulting Lender at such time.

“Notes”: the collective reference to any promissory notes evidencing Revolving Credit Loans and Swing Line Loans substantially in the forms of Exhibit A and Exhibit B, respectively.

“NYFRB”: the Federal Reserve Bank of New York.

“NYFRB Rate”: for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined would be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

“NYFRB Website”: the website of the NYFRB at <http://www.newyorkfed.org> or any successor source.

“Obligations”: all obligations, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred or arising, (a) of the Borrower (i) to pay commitment and other fees, commissions, costs and expenses under this Agreement and the other Loan Documents, (ii) to pay principal and interest on Loans (including Swing Line Loans) and Reimbursement Obligations, (iii) to pay all other amounts due to the Administrative Agent and each Lender and Issuing Lender arising under this Agreement and the other Loan Documents, and (iv) to provide Cash Collateral as required by this Agreement, and (b) of each Loan Party to pay all amounts due from such Loan Party in respect of each Specified Bank Product Agreement and Specified Hedge Agreement to which it is a party and any agreement, instrument or other document made or delivered by it pursuant thereto, whether upon termination thereof or otherwise, and whether on account of principal, interests, fees, indemnity and reimbursement obligations, costs or expenses, in all of the foregoing cases in the preceding clauses (a) and (b), including all such interest, fees and other monetary obligations accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether such interest, fees or other monetary obligations are allowed or allowable in such proceeding; provided that the Obligations shall exclude any Excluded Swap Obligations.

“Offshore Joint Venture”: any Subsidiary Guarantor, all of the Capital Stock of which is at all times owned directly or indirectly by the Insurance Subsidiary and one or more of the Parent or the Borrower, formed under the laws of any jurisdiction other than the United States or any political subdivision thereof for the sole purpose of making Permitted Insurance Company Investments.

“Operator Financing Program”: a program pursuant to which the Operator Financing Subsidiary, the Financing Vehicle, or another Person, as the case may be, may directly or indirectly provide financing to independent contractors doing business with the Borrower and its Subsidiaries to enable, support or facilitate the ability of such independent contractors to purchase tractors, trailers and related transportation equipment expected to be used in connection with the business of the Borrower and its Subsidiaries.

“Operator Financing Subsidiary”: Landstar Contractor Financing, Inc.

“Other Connection Taxes”: with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Taxes (other than a connection arising from such Recipient having executed, delivered, enforced, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to, or enforced, any Loan Document, or sold or assigned an interest in any Loan, L/C Obligations, or Loan Document).

“Other Taxes”: any present or future stamp, court, documentary, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, or from the registration, receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment under Section 2.18).

“Outstanding Permitted Line of Credit Indebtedness”: at any time, the aggregate principal amount of Indebtedness incurred under unsecured (or, to the extent permitted by Section 7.3(m), secured) lines of credit not extended pursuant to this Agreement.

“Outstanding Revolving Extensions of Credit”: as to any Lender at any time, an amount equal to the sum of (a) the Dollar Equivalent amount of such Lender’s Applicable Percentage of the aggregate principal amount of all Revolving Credit Loans then outstanding, (b) the Dollar Equivalent amount of such Lender’s Applicable Percentage of all L/C Obligations then outstanding, and (c) such Lender’s Applicable Percentage of all Swing Line Loans then outstanding.

“Overnight Bank Funding Rate”: for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“Overnight Foreign Currency Rate”: for any amount payable in a Foreign Currency, the rate of interest per annum as determined by the Administrative Agent at which overnight or weekend deposits in the relevant currency (or if such amount due remains unpaid for more than three Business Days, then for such other relevant period of time) for delivery in immediately available and freely transferable funds would be offered by the Administrative Agent to major banks in the applicable interbank market upon request of such major banks for the relevant currency as determined above and in an amount comparable to the unpaid principal amount of the related payment, plus any taxes, levies, imposts, duties, deductions, charges or withholdings imposed upon, or charged to, the Administrative Agent or the applicable Issuing Lender, as the case may be, by any relevant correspondent bank in respect of such amount in such relevant currency.

“Parent”: as defined in the preamble hereto.

“Parent Guarantee”: the Parent Guarantee executed and delivered by the Parent on June 2, 2016, substantially in the form of Exhibit C-1, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Participant”: as defined in Section 10.6(d).

“Participant Register”: has the meaning specified in Section 10.6(d).

“Patriot Act”: the USA PATRIOT Improvements and Reauthorization Act, Title III of Pub. L. 109-177 (signed into law on March 9, 2006).

“Payment” has the meaning assigned to it in Section 9.13(c)(i).

“Payment Notice” has the meaning assigned to it in Section 9.13(c)(ii).

“PBGC”: the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA.

“Percentage-Based Leases”: those tractor, trailer and related equipment leases where rent is based on a percentage of the revenues derived from such equipment.

[“Periodic Term CORRA Determination Day”](#): as defined in the definition of “Term CORRA”.

“Permitted Acquisition”: any acquisition described in Section 7.10(g) which satisfies all of the terms and conditions set forth therein.

“Permitted Insurance Company Investments”: any investments (i) in Cash Equivalents (provided that for this purpose investments of the type described in clause (e) of the definition of Cash Equivalents need not be rated), (ii) in preferred equity securities of any corporation provided that (A) at the time any such investment is made, such investment is rated either (x) one, two or three by the Securities Valuation Office of the National Association of Insurance Commissioners or (y) Investment Grade and (B) immediately after giving effect to any such investment, the aggregate amount of all investments made in reliance on this clause (ii) shall not exceed 20% of the Insurance Subsidiary’s and the Offshore Joint Venture’s combined total assets at the time such investment is made, (iii) constituting loans and advances to the Parent, Borrower or any of its Subsidiaries, (iv) constituting the acquisition of loans made by the Operator Financing Subsidiary or the Financing Vehicle, as the case may be, in an aggregate amount not to exceed at any time 25% of the Insurance Subsidiary’s total assets at the time such investment is made, (v) in tractors, trailers and other fixed assets used in the operations of the Borrower and its Subsidiaries provided that the Insurance Subsidiary leases such assets to one or more of the Borrower’s Subsidiaries and (vi) in obligations which, at the time the investment in question is made, are rated either (X) one, two or three by the Securities Valuation Office of the National Association of Insurance Commissioners or (Y) Investment Grade.

**“Permitted Receivables Transaction”**: any sale or sales of, and/or securitization of, or transfer of, any accounts receivable and related records, collateral and rights of the Borrower and/or any of its Subsidiaries (the **“Receivables”**) pursuant to which (a) the Receivables SPV realizes aggregate net proceeds of not more than \$400,000,000 at any one time outstanding, including, without limitation, any revolving purchase(s) of Receivables where the maximum aggregate uncollected purchase price (exclusive of any deferred purchase price) for such Receivables at any time outstanding does not exceed \$400,000,000, (b) the Receivables shall be transferred or sold to the Receivables SPV at fair market value or at a market discount and (c) obligations arising therefrom shall be non-recourse to the Borrower and its Subsidiaries (other than the Receivables SPV), other than representations, warranties, covenants, indemnities, guarantees of performance and other agreements and undertakings (for the avoidance of doubt excluding guarantees of Indebtedness of the Receivables SPV) entered into or provided by the Borrower or any of its Subsidiaries that are customary in connection with an accounts receivable financing transaction.

**“Permitted Specified Additional Debt”**: unsecured (or, to the extent permitted by Section 7.3(m), secured) Indebtedness issued by the Borrower which is payable with interest and fees at rates consistent with those prevailing in the relevant market at the time of issuance (as determined in good faith by the Borrower) and (i) no part of the principal of which is scheduled to be paid (whether by way of mandatory sinking fund, mandatory redemption, mandatory prepayment or otherwise) prior to the date that is ninety-one (91) days after the Stated Termination Date, and (ii) the other terms and conditions of which, taken as a whole, including, without limitation, the covenants, default provisions and representations and warranties, are not more restrictive than the terms and conditions of this Agreement (as determined in good faith by the Borrower).

**“Person”**: an individual, partnership, limited liability company, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

**“Plan”**: any employee benefit plan which is subject to Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA (other than a Multiemployer Plan), which is maintained or contributed to by (or to which there is or may be an obligation to contribute of) the Borrower or a Commonly Controlled Entity and each such plan for the five-year period immediately following the latest date on which the Borrower or a Commonly Controlled Entity maintained, contributed to or had an obligation to contribute to such plan.

**“Plan Asset Regulations”**: 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

**“Pledge Agreement”**: collectively, (i) the Pledge Agreement executed and delivered by the Borrower on February 2, 2018, and (ii) each other pledge agreement in a form reasonably acceptable to the Administrative Agent, executed by the Borrower and/or any other Loan Party in favor of the Administrative Agent for the benefit of the Lenders, pursuant to which such Loan Party or Loan Parties shall pledge the Capital Stock of their Foreign Subsidiaries in accordance with Section 6.9.

**“Prime Rate”**: the rate of interest last quoted by *The Wall Street Journal* as the “Prime Rate” in the U.S. or, if *The Wall Street Journal* ceases to quote such rate, the highest *per annum* interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“PTE”: a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“Qualified Counterparty”: with respect to any Specified Hedge Agreement or Specified Bank Product Agreement, any counterparty thereto that, at the time such Specified Hedge Agreement or Specified Bank Product Agreement was entered into, was a Lender, an Affiliate of a Lender, the Administrative Agent or an Affiliate of the Administrative Agent; provided that, in the event a counterparty to a Specified Hedge Agreement or Specified Bank Product Agreement at the time such Specified Hedge Agreement or Specified Bank Product Agreement was entered into was a Qualified Counterparty, such counterparty shall constitute a Qualified Counterparty hereunder and under the other Loan Documents.

“Qualified ECP Guarantor”: in respect of any Swap Obligation, each Guarantor that has total assets exceeding \$10,000,000 at the time the relevant guaranty, keepwell, or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Receivables SPV”: any one or more direct or indirect wholly-owned Subsidiary of the Parent formed for the sole purpose of engaging in Permitted Receivables Transactions, and which engages in no business activities other than those related to Permitted Receivables Transactions.

“Recipient”: (i) the Administrative Agent, (ii) each Lender (including the Swing Line Lender), and (iii) each Issuing Lender, as applicable.

“Reference Time”: with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two Business Days preceding the date of such setting, (2) if, [following a Benchmark Transition Event and Benchmark Replacement Date with respect to Term CORRA, the RFR for such Benchmark is ~~CDOR Rate, 10:15 a.m~~ Daily Simple CORRA, then four RFR Business Days prior to such setting, \(3\) if such Benchmark is the Adjusted Term CORRA Rate, 1:00 p.m.](#) Toronto local time on the day that is two Business Days preceding the date of such setting, ~~(3)~~ (4) if the RFR for such Benchmark is Daily Simple SOFR, then four Business Days prior to such setting or ~~(4)~~ (5) if such Benchmark is none of the Term SOFR Rate, ~~the CDOR Rate~~ [Term CORRA, Daily Simple CORRA](#) or Daily Simple SOFR, the time determined by the Administrative Agent in its reasonable discretion.

“Refunded Swing Line Loans”: as defined in Section 2.5(b).

“Register”: as defined in Section 10.6(c).

“Regulation U”: Regulation U of the Board of Governors of the Federal Reserve System as in effect from time to time.

“Reimbursement Obligation”: the obligation of the Borrower or the applicable Subsidiary Guarantor to reimburse the Issuing Lender pursuant to Section 3.5 for any amounts drawn under Letters of Credit.

“Related Parties”: as defined in Section 10.5.

“Relevant Governmental Body”: (i) with respect to a Benchmark Replacement in respect of Loans denominated in Dollars, the Board of Governors of the Federal Reserve System and/or the NYFRB, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the NYFRB or, in each case, any successor thereto ~~and~~, (ii) with respect to a Benchmark Replacement in respect of Loans denominated in Canadian Dollars ~~or, the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada or, in each case, any successor thereto or~~ (iii) with respect to a Benchmark Replacement in respect of Loans denominated in any other Foreign Currency, (a) the central bank for the currency in which such Benchmark Replacement is denominated or any central bank or other supervisor which is responsible for supervising either (1) such Benchmark Replacement or (2) the administrator of such Benchmark Replacement or (b) any working group or committee officially endorsed or convened by (1) the central bank for the currency in which such Benchmark Replacement is denominated, (2) any central bank or other supervisor that is responsible for supervising either (A) such Benchmark Replacement or (B) the administrator of such Benchmark Replacement, (3) a group of those central banks or other supervisors or (4) the Financial Stability Board or any part thereof.

“Relevant Rate”: (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the ~~Adjusted~~ Term SOFR Rate, (ii) with respect to any Term Benchmark Borrowing denominated in Canadian Dollars, ~~the CDOR Rate, as applicable or Term CORRA~~, (iii) with respect to any RFR Borrowing denominated in Dollars, the Adjusted Daily Simple SOFR and (iv) with respect to any RFR Borrowing denominated in Canadian Dollars, the Adjusted Daily Simple CORRA, as applicable.

“Relevant Screen Rate”: (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Term SOFR Reference Rate or (ii) with respect to any Term Benchmark Borrowing denominated in Canadian Dollars, ~~the CDOR Screen Rate~~ Term CORRA, as applicable.

“Reportable Event”: any of the events set forth in Section 4043(c) of ERISA, other than those events as to which, with respect to a Plan, the thirty day notice period is waived under subsections .22, .23, .25, .27, or .28 of PBGC Reg. Section 4043.

“Required Lenders”: subject to Section 2.23(c):

(a) at any time prior to the earlier of the Loans becoming due and payable pursuant to Section 8.1 or the Revolving Credit Commitments terminating or expiring, Lenders having Revolving Credit Exposures and Unfunded Commitments representing more than 50% of the sum of the total Revolving Credit Exposures and Unfunded Commitments at such time (in each case determined on the basis of the Dollar Equivalent of any amounts denominated in any Foreign Currencies), provided that, solely for purposes of declaring the Loans to be due and payable pursuant to Section 8.1, the Unfunded Commitment of each Lender shall be deemed to be zero; and

(b) for all purposes after the Loans become due and payable pursuant to Section 8.1 or the Revolving Credit Commitments expire or terminate, Lenders having Revolving Credit Exposures representing more than 50% of the total Revolving Credit Exposures at such time;

provided that, in the case of clauses (a) and (b) above, the Revolving Credit Exposure of any Lender that is a Swing Line Lender shall be deemed to exclude any amount of its Swing Line Exposure in excess of its Applicable Percentage of all outstanding Swing Line Loans, adjusted to give effect to any reallocation under Section 2.23 of the Swing Line Exposures of Defaulting Lenders in effect at such time, and the Unfunded Commitment of such Lender shall be determined on the basis of its Revolving Credit Exposure excluding such excess amount.



“Requirement of Law”: as to any Person, the certificate or articles of incorporation and by-laws, partnership agreement, limited liability company agreement, or other applicable organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to and binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Reset Date”: as defined in Section 10.19(a).

“Resolution Authority”: an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Responsible Officer”: the Chief Executive Officer, the President, the Vice President and Treasurer or any other Vice President of the Borrower or, with respect to financial matters, the Chief Financial Officer, the Controller or the Vice President and Treasurer of the Borrower.

“Reuters”: Thomson Reuters Corp., Refinitiv, or any successor thereto, as applicable.

“Revolving Credit Borrowing”: Revolving Credit Loans of the same Type and currency that are made, converted or continued simultaneously on the same day and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect.

“Revolving Credit Commitment”: as to any Lender, the obligation of such Lender to make Revolving Credit Loans (including Revolving Credit Loans in connection with Section 2.5(b)) to the Borrower, to purchase participations in Swing Line Loans, and to issue or participate in Letters of Credit issued on behalf of the Borrower or any Subsidiary Guarantor hereunder, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth under the heading “Revolving Credit Commitment” opposite such Lender’s name on Schedule 1.1(A) (or in the Assignment Agreement or other documentation or record (as such term is defined in Section 9-102(a)(70) of the New York Uniform Commercial Code) as provided herein), as such amount may be increased or reduced from time to time in accordance with the provisions of this Agreement.

“Revolving Credit Commitment Period”: the period from and including the Closing Date, to but not including the Termination Date then in effect.

“Revolving Credit Exposure”: with respect to any Lender at any time, the sum at such time, without duplication, of such Lender’s Applicable Percentage of all Revolving Obligations.

“Revolving Credit Loans”: as defined in Section 2.1(a).

“Revolving Obligations”: at any time, the sum of the Dollar Equivalent of the principal amount of all Loans (including Swing Line Loans) and L/C Obligations outstanding at such time.

“RFR”: for any RFR Loan denominated in (a) Dollars, Daily Simple SOFR and (b) Canadian Dollars (solely following a Benchmark Transition Event and a Benchmark Replacement Date with respect to Term CORRA), Daily Simple CORRA.

“RFR Borrowing”: as to any Borrowing, the RFR Loans comprising such Borrowing.

“RFR Business Day”: for any Loan denominated in (a) Dollars, a U.S. Government Securities Business Day and (b) Canadian Dollars, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which commercial banks in Toronto are authorized or required by law to remain closed.

“RFR Loan”: a Loan that bears interest at a rate based on the Adjusted Daily Simple SOFR or Adjusted Daily Simple CORRA, as applicable.

“Sanctioned Country”: at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the Crimea Region of Ukraine, Cuba, Iran, North Korea and Syria).

“Sanctioned Person”: at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

“Sanctions”: all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or other relevant sanctions authority.

“SEC”: the Securities and Exchange Commission and any Governmental Authority succeeding to the regulatory jurisdiction thereof.

“Short Term Leases”: leases (other than Financing Leases and Percentage-Based Leases) to which the Parent or any of its Subsidiaries is a party for tractors, trailers and related equipment expiring twelve months or less after the date thereof.

“SOFR”: a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator”: the NYFRB (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website”: the NYFRB Website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Determination Date”: has the meaning specified in the definition of “Daily Simple SOFR”.

“SOFR Rate Day”: has the meaning specified in the definition of “Daily Simple SOFR”.

“Specified Bank Product Agreement”: any agreement providing for treasury, investment, depositary, clearing house, wire transfer, automated clearing house transfer of funds, purchasing card or other cash management or related services (a) entered into by (i) the Borrower, the Parent, or any of their Subsidiaries and (ii) any Qualified Counterparty, as counterparty and (b) that has been designated by such Qualified Counterparty and the Borrower, by notice to the Administrative Agent, as a Specified Bank Product Agreement, provided that any release of Collateral or Subsidiary Guarantors effected in the manner permitted by this Agreement shall not require the consent of holders of obligations under

Specified Bank Product Agreements. The designation of any agreement as a Specified Bank Product Agreement shall not create in favor of any Qualified Counterparty that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Guarantor except as may be expressly provided herein or in any other Loan Document.

“Specified Hedge Agreement”: any Interest Rate Protection Agreement, Exchange Rate Protection Agreement, or Commodity Price Protection Agreement (a) entered into by (i) the Borrower, the Parent, or any of their Subsidiaries and (ii) any Qualified Counterparty, as counterparty and (b) that has been designated by such Qualified Counterparty and the Borrower, by notice to the Administrative Agent, as a Specified Hedge Agreement, provided that any release of Collateral or Subsidiary Guarantors effected in the manner permitted by this Agreement shall not require the consent of holders of obligations under Specified Hedge Agreements. The designation as such of any Specified Hedge Agreement shall not create in favor of any Qualified Counterparty that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Guarantor except as may be expressly provided herein or in any other Loan Document.

“Stated Termination Date”: has the meaning assigned to such term in the definition of Termination Date.

“Subsidiaries Guarantee”: the Amended and Restated Subsidiaries Guarantee executed and delivered by the Subsidiary Guarantors on June 2, 2016, substantially in the form of Exhibit C-2, as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time.

“Subsidiary”: as to any Person, a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a “Subsidiary” or to “Subsidiaries” in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower. Notwithstanding the foregoing, for the avoidance of doubt, neither Landstar Scholarship Fund nor the BCO Benevolence Fund, Inc. is a “Subsidiary” of the Parent or Borrower.

“Subsidiary Guarantors”: the Subsidiaries of the Borrower listed on Schedule 1.1(B) hereto and each other Subsidiary which shall become a party to the Subsidiaries Guarantee subsequent to the Closing Date, excluding, in all cases, any Excluded Subsidiary.

“Swap Obligations”: with respect to any Guarantor any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“Swing Line Borrowing”: a Borrowing of a Swing Line Loan made by the Borrower from the Swing Line Lender pursuant to Section 2.5.

“Swing Line Exposure”: with respect to any Lender at any time, the sum at such time, without duplication, of such Lender’s Applicable Percentage of all outstanding Swing Line Loans.

“Swing Line Lender”: JPMCB or any other Lender approved by the Administrative Agent and the Borrower to make Swing Line Loans to the Borrower pursuant to Section 2.5.

“Swing Line Loan”: as defined in Section 2.5(a).

“Taxes”: all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholdings), assessments, fees, or other charges imposed by any Governmental Authority including any interest, additions to tax or penalties applicable thereto.

“Term Benchmark”: when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR Rate or the ~~CDOR~~ Adjusted Term CORRA Rate.

“Term CORRA”: with respect to any Term Benchmark Borrowing denominated in Canadian Dollars, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term CORRA Determination Day”) that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than five (5) Business Days prior to such Periodic Term CORRA Determination Day.

“Term CORRA Administrator”: Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

“Term CORRA Notice”: a notification by the Administrative Agent to the Lenders and the Borrower of the occurrence of a Term CORRA Reelection Event.

“Term CORRA Reelection Event”: the determination by the Administrative Agent that (a) Term CORRA has been recommended for use by the Relevant Governmental Body, (b) the administration of Term CORRA is administratively feasible for the Administrative Agent and (c) a Benchmark Transition Event has previously occurred resulting in a Benchmark Replacement in accordance with Section 2.11(b)(i) that is not Term CORRA.

“Term CORRA Reference Rate”: the forward-looking term rate based on CORRA.

“Term SOFR Determination Day” has the meaning assigned to it under the definition of Term SOFR Reference Rate.

“Term SOFR Rate”: with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

“Term SOFR Reference Rate”: for any day and time (such day, the “Term SOFR Determination Day”), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the “Term SOFR

Reference Rate” for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

“Termination Date”: July 1, 2027 (the “Stated Termination Date”) or any early date on which the aggregate Revolving Credit Commitments have been terminated hereunder.

“Total Indebtedness”: at any date, consolidated Indebtedness of the Parent and its Subsidiaries, as at such date, determined on a consolidated basis in accordance with GAAP, plus to the extent not otherwise included, Account Receivable Indebtedness; provided that, for purposes of the definition of “Total Indebtedness”, the term “Indebtedness” shall not include the items set forth in clauses (g), (h) and (i) in the definition of the term “Indebtedness”, but shall include Guarantee Obligations described in clause (j) of such definition to the extent such Guarantee Obligations relate to primary obligations of the types described in clauses (a) through (f) of such definition.

“Transferee”: as defined in Section 10.6(f).

“Type”: when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Term SOFR Rate, the ~~CDO~~ Adjusted Term CORRA Rate, ABR ~~or~~, the Adjusted Daily Simple SOFR or the Adjusted Daily Simple CORRA.

“UCP”: the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, as the same may be amended or superseded from time to time.

“UK Financial Institution”: any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority”: the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unadjusted Benchmark Replacement”: the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Unfunded Commitment”: with respect to any Lender at any time, the Revolving Credit Commitment of such Lender at such time, *less* its Revolving Credit Exposure at such time.

“U.S. Government Securities Business Day”: any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Person”: a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“U.S. Tax Compliance Certificate”: has the meaning assigned to such term in Section 2.15(g)(3).

“Withholding Agent”: any Loan Party and the Administrative Agent.

“Write-Down and Conversion Powers”: (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

### **Section 1.2. Other Definitional Provisions.**

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the other Loan Documents or any certificate or other document made or delivered pursuant hereto.

(b) As used herein and in the other Loan Documents, and any certificate or other document made or delivered pursuant hereto, accounting terms relating to the Borrower and its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP.

(c) The words “hereof” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The word “including” (and any derivations thereof) when used in this Agreement means including, without limitation.

(e) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(f) Unless otherwise specified, all references to times of day in this Agreement shall be deemed to refer to New York City time, except that references herein to “Local Time” with respect to any Borrowing or Letter of Credit denominated in a Foreign Currency shall be deemed to refer to local time at the Applicable Payment Office in respect of such Borrowing or Letter of Credit (it being understood that such local time shall mean London, England time unless otherwise notified by the Administrative Agent).

(g) Any reference to any IRS form shall be construed to include any successor form.

(h) The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders and decrees, of all Governmental Authorities, in each case, as amended, modified or supplemented from time to time.

(i) Unless the context requires otherwise (x) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (y) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, and (z) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights

**Section 1.3. Accounting Terms; GAAP.** Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to (i) eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose) or (ii) to modify any provision hereof to reflect the Borrower's adoption of IFRS, regardless of whether any such notice is given before or after such change in GAAP, in the application thereof or such adoption, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein (including, without limitation, the terms Consolidated Total Liabilities, Total Indebtedness, and Consolidated Net Worth) shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to (i) any election under Financial Accounting Standards Board Accounting Standards Codification 825 (or any other Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Parent or any Subsidiary at "fair value", as defined therein and (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 or 2015-03 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

**Section 1.4. Foreign Currency Calculations.**

(a) The Administrative Agent or the Issuing Bank, as applicable, shall determine the Dollar Equivalent amounts of Borrowings or Letter of Credit extensions denominated in Foreign Currencies in accordance with Section 2.20.

(b) For purposes of any determination of amounts specified in Article VII or Article VIII, all amounts incurred, outstanding or proposed to be incurred or outstanding in currencies other than Dollars shall be translated into Dollars in accordance with GAAP on the date of such determination.

**Section 1.5. Interest Rates; Benchmark Notification.** The interest rate on a Loan denominated in Dollars or a Foreign Currency may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event or a Term CORRA Reelection Event, Section 2.11(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

**Section 1.6. Letter of Credit Amounts.** Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the Dollar Equivalent amount of such Letter of Credit available to be drawn at such time; provided that with respect to any Letter of Credit that, by its terms or the terms of any applicable Application or other agreement in respect of such Letter of Credit, provides for one or more automatic increases in the available amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum Dollar Equivalent amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time.

**Section 1.7. Divisions.** For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Capital Stock at such time.

**Section 1.8. Amendment and Restatement of the Existing Credit Agreement; Reaffirmation.**

(a) The parties to this Agreement agree that, on the Closing Date, the terms and provisions of the Existing Credit Agreement shall be and hereby are amended, superseded and restated in their entirety by the terms and provisions of this Agreement. Neither the execution, delivery and acceptance of this Agreement nor any of the terms, covenants, conditions or other provisions set forth herein are intended, nor shall they be deemed or construed, to effect a novation of any liens or indebtedness or other obligations under the Existing Credit Agreement or to pay, extinguish, release, satisfy or discharge (i) all or any part of the indebtedness or other obligations evidenced by the Existing Credit Agreement, (ii) the liability of any Person under the Existing Credit Agreement or the Loan Documents executed and delivered in connection therewith, (iii) the liability of any Person with respect to the Existing Credit Agreement or any indebtedness or other obligations evidenced thereby, or (iv) any deeds of trust, liens, security interests or contractual or legal rights securing all or any part of such



indebtedness or other obligations. All Loans made, and Obligations incurred, under the Existing Credit Agreement which are outstanding on the Closing Date (and not terminated or otherwise repaid with the proceeds of any Loans made hereunder on the Closing Date) shall be re-evidenced as Loans and Obligations, respectively, under (and shall be governed by the terms of) this Agreement and the other Loan Documents.

(b) Without limiting the foregoing, upon the effectiveness hereof of the amendment and restatement contemplated hereby on the Closing Date: (i) all references in the “Loan Documents” (as defined in the Existing Credit Agreement) to the “Administrative Agent”, the “Credit Agreement” and the “Loan Documents” shall be deemed to refer to the Administrative Agent, this Agreement and the Loan Documents, (ii) the “Letters of Credit” issued under the Existing Credit Agreement which remain outstanding on the Closing Date shall continue as Letters of Credit under (and shall be governed by the terms of) this Agreement, (iii) all obligations constituting “Obligations” with any Lender or any Affiliate of any Lender under the Existing Credit Agreement which are outstanding thereunder immediately prior to the effectiveness of this Agreement shall continue as Obligations under this Agreement and the other Loan Documents, (iv) the Administrative Agent shall make such reallocations, sales, assignments or other relevant actions in respect of each Lender’s credit exposure under the Existing Credit Agreement as are necessary in order that each such Lender’s Revolving Credit Exposure and outstanding Loans hereunder reflects such Lender’s Pro Rata Share of the outstanding Revolving Credit Exposures on the Closing Date (and in connection with any such reallocation, sales, assignments or other relevant actions, the Borrower shall pay all interest and fees outstanding under the Existing Credit Agreement and accrued to the date hereof to the Administrative Agent for the account of the Lenders party hereto, together with any losses, costs and expenses incurred by Lenders under Section 2.16 of the Existing Credit Agreement), and (v) the Borrower hereby agrees to compensate each Lender for any and all losses, costs, and expenses incurred by such Lender in connection with the sale and assignment or prepayment of any “Eurocurrency Loans” under the Existing Credit Agreement and such reallocation described above, in each case on the terms and in the manner set forth in Section 2.16 of the Existing Credit Agreement.

(c) Without limiting the foregoing, each Loan Party party hereto, as debtor, grantor, pledgor, guarantor, or another similar capacity in which such Loan Party grants liens or security interests in its properties or otherwise acts as a guarantor, joint or several obligor or other accommodation party, as the case may be, in each case under the “Loan Documents” as defined in the Existing Credit Agreement, hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the “Loan Documents” as defined in the Existing Credit Agreement to which it is a party (including, without limitation, each Guarantee and the Pledge Agreement) and (ii) to the extent such Loan Party granted liens on or security interests in any of its properties pursuant to any of the “Loan Documents” as defined in the Existing Credit Agreement, hereby ratifies and reaffirms such grant of security (and any filings with Governmental Authorities made in connection therewith) and confirms that such liens and security interests continue to secure the Obligations.

## **ARTICLE II. AMOUNT AND TERMS OF COMMITMENTS**

### **Section 2.1. Revolving Credit Commitments.**

(a) Subject to the terms and conditions hereof, each Lender severally agrees to make revolving credit loans (“Revolving Credit Loans”) to the Borrower from time to time during the Revolving Credit Commitment Period in an aggregate principal amount at any one time outstanding, when added to (i) such Lender’s Applicable Percentage of the then outstanding L/C Obligations and (ii) such Lender’s Applicable Percentage of all Swing Line Loans then outstanding (net of the portion, if any, of the proceeds of such Revolving Credit Loans that are applied at the time they are made to repay such Swing Line Loans) not to exceed the Dollar Equivalent amount of such Lender’s Revolving Credit

Commitment; provided that no Revolving Credit Loan may be made if, after giving effect to any application of the proceeds of such Revolving Credit Loan, the aggregate amount of Revolving Credit Exposures at such time would exceed the aggregate Revolving Credit Commitments at such time. During the Revolving Credit Commitment Period, the Borrower may use the Revolving Credit Commitments by borrowing, prepaying the Revolving Credit Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. The failure of any Lender to make any Revolving Credit Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that, no Lender shall be responsible for any other Lender's failure to make Revolving Credit Loans as required.

(b) Each Revolving Credit Borrowing shall consist of (i) Term Benchmark Loans, (ii) RFR Loans, or (iii) ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.6. Funding of each Revolving Credit Borrowing shall be made in the Agreed Currency specified by the Borrower in the Borrowing Notice with respect to such Revolving Credit Borrowing; provided that, no Revolving Credit Borrowing may be requested in a Foreign Currency if the aggregate Dollar Equivalent amount of all outstanding Term Benchmark Borrowings and RFR Borrowings denominated in Foreign Currencies (including the Term Benchmark Borrowing then being requested) and the Dollar Equivalent amount of all L/C Obligations denominated in Foreign Currencies that are then outstanding would exceed the Foreign Currency Sublimit; and provided further that funding of each ABR Borrowing shall only be made in Dollars.

## **Section 2.2. Procedure for Revolving Credit Borrowings.**

(a) The Borrower may borrow under the Revolving Credit Commitments during the Revolving Credit Commitment Period on any Business Day; provided that, the Borrower shall give the Administrative Agent irrevocable notice of each requested Revolving Credit Borrowing (each a "Borrowing Notice"), specifying (i) the amount to be borrowed, (ii) the requested Borrowing Date, (iii) whether the Borrowing is to consist of Term Benchmark Loans, RFR Loans or ABR Loans, and (iv) if a Term Benchmark Borrowing or RFR Borrowing, the currency of such Term Benchmark Borrowing or RFR Borrowing, as applicable, and, in the case of a Term Benchmark Borrowing, the length of the initial Interest Period therefor. Any such Borrowing Notice given with respect to a Borrowing denominated in a Foreign Currency must be in writing; any such Borrowing Notice given with respect to a Revolving Credit Borrowing denominated in Dollars, if given by means other than written notice, shall be promptly confirmed in writing by the Borrower. Each ABR Borrowing, each RFR Borrowing and each Term Benchmark Borrowing denominated in Dollars shall be in a minimum amount of \$1,000,000 and a whole multiple of \$100,000. Each Term Benchmark Borrowing or RFR Borrowing denominated in a Foreign Currency shall be in a minimum amount in such Foreign Currency that is the Approximate Equivalent Amount of \$1,000,000 and a whole multiple in such Foreign Currency that is the Approximate Equivalent Amount of \$100,000. If no election as to the currency of a Borrowing is specified, then the requested Borrowing shall be made in Dollars. If no election as to the Type of Borrowing is specified, then in the case of a Borrowing denominated in Dollars, the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Term Benchmark Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration.

(b) To request a Borrowing, the Borrower shall notify the Administrative Agent of such request by submitting a Borrowing Notice (a)(i)(x) in the case of a Term Benchmark Borrowing denominated in Dollars, not later than 1:00 p.m. New York City time three Business Days before the date of the proposed Borrowing or (y) in the case of an RFR Borrowing denominated in Dollars, not later than 1:00 p.m. New York City time five Business Days before the date of the proposed Borrowing and (ii) (x) in the case of a Term Benchmark Borrowing denominated in Canadian Dollars, not later than ~~1:00 p.m.~~ 12:00 p.m. New York City time three Business Days before the date of the proposed Borrowing or (y) in the case of an RFR Borrowing denominated in Canadian Dollars, not later than 12:00 p.m., New York City time, five (5) RFR Business Days before the date of the proposed Borrowing, or (b) in the case of an ABR Borrowing, not later than 12:00 p.m. New York City time on the date of the proposed Borrowing. Each such Borrowing Notice shall be irrevocable and shall be signed by a Responsible Officer of the Borrower.

(c) Upon receipt of any Borrowing Notice from the Borrower, the Administrative Agent shall promptly notify each Lender thereof. Each Lender will make the amount of its Applicable Percentage of each Borrowing available to the Administrative Agent for the account of the Borrower at the Applicable Payment Office prior to 4:00 p.m. (Local Time, in the case of Term Benchmark Loans or RFR Loans being funded in a Foreign Currency) on the Borrowing Date requested by the Borrower in funds immediately available and in the applicable currency. Each Lender at its option may make any Loan by causing any domestic or, if such Loan is denominated in a Foreign Currency, foreign branch or Affiliate of such Lender to make such Loan (and in the case of an Affiliate, the provisions of Sections 2.13 through 2.18 shall apply to such Affiliate to the same extent as to such Lender); provided that, any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement. Such Borrowing will then be made available to the Borrower by the Administrative Agent crediting the account of the Borrower with the aggregate of the amounts made available to the Administrative Agent by the Lenders and in like funds as received by the Administrative Agent.

Notwithstanding the foregoing, in no event shall a Borrower be permitted to elect a Borrowing bearing interest ~~at~~based on Daily Simple SOFR, Daily Simple CORRA or a Central Bank Rate (it being understood and agreed that Daily Simple SOFR and the Central Bank Rate shall only apply to the extent provided in Sections 2.6(d) (solely with respect to the Central Bank Rate), 2.11(a) and 2.11(f), as applicable, and Daily Simple CORRA shall only apply following a Benchmark Transition Event and Benchmark Replacement Date with respect to Term CORRA).

**Section 2.3. Commitment Fee.** The Borrower agrees to pay to the Administrative Agent for the account of each Lender (subject to Section 2.23(a) as to any Defaulting Lender) a commitment fee for the period from and including the first day of the Revolving Credit Commitment Period to the Termination Date, computed at the Commitment Fee Rate on the average daily amount of the Available Revolving Credit Commitment of such Lender during the period for which payment is made, payable quarterly in arrears on the last day of each March, June, September and December and on the Termination Date, or on such earlier date as the Revolving Credit Commitments shall terminate as provided herein, commencing on the first of such dates to occur after the date hereof; provided, however, that for purposes of this Section 2.3 only, such Lender's (including the Swing Line Lender's) Applicable Percentage of any outstanding Swing Line Loans shall be excluded in the calculation of such Lender's Available Revolving Credit Commitment.

**Section 2.4. Optional Termination or Reduction of Commitments.** The Borrower shall have the right, upon not less than three Business Days' prior written notice to the Administrative Agent, to terminate the Revolving Credit Commitments or, from time to time, to reduce the amount of the Revolving Credit Commitments; provided that, no such termination or reduction of the Revolving Credit Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Credit Loans and the Swing Line Loans made on the effective date thereof, (a) the Outstanding Revolving Extensions of Credit of all Lenders would exceed the Revolving Credit Commitments of all Lenders in effect after such requested reduction or (b) the Revolving Credit Exposure of any Lender at such time would exceed the Revolving Credit Commitment of such Lender at such time. Any such reduction shall be in an amount equal to \$1,000,000 or a whole multiple thereof and shall reduce permanently the Revolving Credit Commitments then in effect. Each reduction of the Revolving Credit Commitments shall be made ratably among the Lenders in accordance with their respective Revolving Credit Commitments.

## Section 2.5. Swing Line Commitments.

(a) Subject to the terms and conditions hereof (including, without limitation, Section 2.23(d)), and provided no Default or Event of Default shall have occurred and be continuing, the Swing Line Lender may, in its sole and absolute discretion, make swing line loans (individually, a “Swing Line Loan”, and collectively, the “Swing Line Loans”) available to the Borrower from time to time during the Revolving Credit Commitment Period in an aggregate principal amount at any one time outstanding not to exceed \$50,000,000; provided that, the Swing Line Lender shall not issue any Swing Line Loan if, after giving effect to such issuance, the Outstanding Revolving Extensions of Credit of all Lenders would exceed the Revolving Credit Commitments of all Lenders then in effect. Amounts borrowed by the Borrower under this Section 2.5 may be repaid and, through but excluding the Termination Date, reborrowed. All Swing Line Loans shall be denominated in Dollars and made as ABR Loans and shall not be entitled to be converted into Term Benchmark Loans. Each Swing Line Borrowing shall be in an amount equal to \$100,000 or a whole multiple of \$100,000 in excess thereof. The Borrower shall give the Swing Line Lender irrevocable notice (which notice must be received by the Swing Line Lender prior to 1:00 p.m. New York City time, on the requested Borrowing Date) specifying the Borrowing Date and the amount of the requested Swing Line Loan. Each such notice given by means other than written notice shall be promptly confirmed in writing by the Borrower. The proceeds of each Swing Line Loan made by the Swing Line Lender in its sole and absolute discretion will be made available by the Swing Line Lender to the Borrower by crediting the account of the Borrower with such proceeds.

(b) The Swing Line Lender at any time in its sole and absolute discretion, may, and on each Monday (or if such day is not a Business Day, the next Business Day) shall, on behalf of the Borrower (which hereby irrevocably directs the Swing Line Lender to act on its behalf) request prior to 12:00 p.m., that each Lender, including the Swing Line Lender, make a Revolving Credit Loan in an amount equal to such Lender’s Applicable Percentage of the amount of the Swing Line Loans (the “Refunded Swing Line Loans”) outstanding on the date such notice is given. Unless any of the events described in Section 8.1(f) shall have occurred (in which event the procedures of paragraph (c) of this Section 2.5 shall apply), each Lender shall make the proceeds of its Revolving Credit Loan available to the Administrative Agent for the account of the Swing Line Lender prior to 2:30 p.m. New York City time in funds immediately available on the date such notice is given. The proceeds of such Revolving Credit Loans shall be immediately applied to repay the Refunded Swing Line Loans. Each Revolving Credit Loan made pursuant to this Section 2.5(b) shall be an ABR Loan.

(c) If prior to the making of the Revolving Credit Loans pursuant to Section 2.5(b) one of the events described in Section 8.1(f) shall have occurred, each Lender will on the date such Revolving Credit Loans were to have been made, purchase an undivided participating interest in the Refunded Swing Line Loan in an amount equal to its Applicable Percentage of such Refunded Swing Line Loan. Each Lender will immediately transfer to the Swing Line Lender, in immediately available funds, the amount of its participation and upon receipt thereof the Swing Line Lender will grant to such Lender a Swing Line Loan participation as of the date of receipt of such funds and in such amount.

(d) Whenever, at any time after the Swing Line Lender has received from any Lender such Lender’s participating interest in a Refunded Swing Line Loan, the Swing Line Lender receives any payment on account thereof, the Swing Line Lender will distribute to such Lender its participating interest in such amount (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender’s participating interest was outstanding and funded); provided, however, that in the event that such payment received by the Swing Line Lender is required to be returned, such Lender will return to the Swing Line Lender any portion thereof previously distributed to it.

(e) Each Lender's obligation to purchase participating interests pursuant to this Section 2.5 shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, (i) any set-off, counterclaim, recoupment, defense or other right which such Lender or the Borrower may have against the Swing Line Lender, the Borrower or anyone else for any reason whatsoever; (ii) the occurrence or continuance of a Default or Event of Default; (iii) any adverse change in the condition (financial or otherwise) of the Borrower; (iv) any breach of this Agreement by the Borrower or any other Lender; or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(f) The Swing Line Lender may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Swing Line Lender and the successor Swing Line Lender. The Administrative Agent shall notify the Lenders of any such replacement of the Swing Line Lender. At the time any such replacement shall become effective, the Borrower shall pay all unpaid interest accrued in respect of Swing Line Loans for the account of the replaced Swing Line Lender pursuant to this Agreement. From and after the effective date of any such replacement, (i) the successor Swing Line Lender shall have all the rights and obligations of the replaced Swing Line Lender under this Agreement with respect to Swing Line Loans made thereafter and (ii) references herein to the term "Swing Line Lender" shall be deemed to refer to such successor or to any previous Swing Line Lender, or to such successor and all previous Swing Line Lenders, as the context shall require. After the replacement of the Swing Line Lender hereunder, the replaced Swing Line Lender shall remain a party hereto and shall continue to have all the rights and obligations of a Swing Line Lender under this Agreement with respect to Swing Line Loans made by it prior to its replacement, but shall not be required to make additional Swing Line Loans.

(g) Subject to the appointment and acceptance of a successor Swing Line Lender, the Swing Line Lender may resign as Swing Line Lender at any time upon thirty days' prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, the Swing Line Lender shall be replaced in accordance with Section 2.05(f) above.

#### **Section 2.6. Conversion and Continuation Options.**

(a) Each Borrowing initially shall be of the Type and Agreed Currency specified in the applicable Borrowing Request and, in the case of a Term Benchmark Borrowing, shall have an initial Interest Period as specified in such Borrowing Notice. Thereafter, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.6. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section 2.6 shall not apply to Swing Line Borrowings, which may not be converted or continued.

(b) To make an election pursuant to this Section 2.6, the Borrower shall notify the Administrative Agent of such election by the time that a Borrowing Request would be required under Section 2.2 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such request for conversion shall be irrevocable and shall be signed by a Responsible Officer of the Borrower. Notwithstanding any contrary provision herein, this Section 2.6 shall not be construed to permit the Borrower to (i) change the currency of any Borrowing or (ii) elect an Interest Period for Term Benchmark Loans that does not comply with Section 2.2 or the definition of Interest Period.

(c) Notices of conversion or continuation must specify the amount and the Agreed Currency of the Revolving Credit Borrowing being continued, and the Interest Period applicable upon such continuation. Any such notice given with respect to a Revolving Credit Borrowing denominated in a Foreign Currency must be in writing; any such notice given with respect to a Revolving Credit Borrowing denominated in Dollars, if given by means other than written notice, shall be promptly confirmed in writing by the Borrower. Upon receipt of any such notice, the Administrative Agent shall promptly notify each Lender thereof. All or any part of outstanding Term Benchmark Borrowings or RFR Borrowings may be continued as provided herein; provided that, no Term Benchmark Borrowings or RFR Borrowings may be continued as such when any Event of Default has occurred and is continuing and the Administrative Agent has, or the Required Lenders have, determined that such a continuation is not appropriate.

(d) If the Borrower fails to deliver a timely notice of conversion or continuation with respect to a Term Benchmark Borrowing in Dollars prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be deemed to have an Interest Period that is one month. If the Borrower fails to deliver a timely and complete a notice of conversion or continuation with respect to a Term Benchmark Borrowing in a Foreign Currency prior to the end of the Interest Period therefor, then, unless such Term Benchmark Borrowing is repaid as provided herein, the Borrower shall be deemed to have selected that such Term Benchmark Borrowing shall automatically be continued as a Term Benchmark Borrowing in its original Agreed Currency with an Interest Period of one month at the end of such Interest Period. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a Term Benchmark Borrowing and (ii) unless repaid, (x) each Term Benchmark Borrowing and each RFR Borrowing, in each case denominated in Dollars, shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (y) each Term Benchmark Borrowing and each RFR Borrowing, in each case denominated in a Foreign Currency shall bear interest at the Central Bank Rate for the applicable Agreed Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Agreed Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in any Agreed Currency other than Dollars shall either be (1) converted to an ABR Borrowing denominated in Dollars (in an amount equal to the Dollar Equivalent of such Foreign Currency) at the end of the Interest Period therefor or (2) prepaid at the end of the applicable Interest Period in full; provided that if no election is made by the Borrower by the earlier of (A) the date that is three Business Days after receipt by the Borrower of such notice and (B) the last day of the current Interest Period for the applicable Term Benchmark Loan, the Borrower shall be deemed to have elected clause (1) above. Each request for a conversion or continuation under this Section 2.6 shall be irrevocable and shall be signed by a Responsible Officer of the Borrower.

Notwithstanding the foregoing, this Section shall not be construed to permit the Borrower to elect that any Borrowing be converted to bear interest based on Daily Simple SOFR, Daily Simple CORRA or a Central Bank Rate (it being understood and agreed that Daily Simple SOFR and the Central Bank Rate shall only apply to the extent provided in Sections 2.6(d) (solely with respect to the Central Bank Rate), 2.11(a) and 2.11(f), as applicable, and Daily Simple CORRA shall only apply following a Benchmark Transition Event and Benchmark Replacement Date with respect to Term CORRA).

**Section 2.7. Minimum Amounts and Maximum Number of Borrowings.** All Borrowings, all conversions and continuations of Borrowings, and all selections of Interest Periods hereunder shall be in such amounts and be made pursuant to such elections so that, after giving effect thereto, (a) each Term Benchmark Borrowing denominated in Dollars shall be in a minimum amount of \$1,000,000 and a whole multiple of \$100,000, (b) each Term Benchmark Borrowing or RFR Borrowing denominated in a Foreign Currency shall be in a minimum amount in such Foreign Currency that is the Approximate Equivalent Amount of \$ 1,000,000 and a whole multiple in such Foreign Currency that is the Approximate Equivalent Amount of \$100,000, and (c) there shall be no more than (x) ten (10) Term Benchmark Borrowings denominated in Dollars outstanding at any time, or (y) five (5) Term Benchmark Borrowings or RFR Borrowings denominated in Foreign Currencies outstanding at any time.

**Section 2.8. Repayment of Loans; Prepayments; Evidence of Debt.**

(a) The Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan on the Termination Date, (ii) to the Swing Line Lender the then unpaid principal amount of any Swing Line Loan as provided in Section 2.5 and on the Termination Date; provided that, on each date that a Revolving Credit Borrowing is made, the Borrower shall repay all Swing Line Loans then outstanding. All such payments shall be made together with any and all accrued and unpaid interest and fees thereon, and any other amounts owing hereunder.

(b) If at any time (i) the Dollar Equivalent amount of the Outstanding Revolving Extensions of Credit of all Lenders exceeds the Revolving Credit Commitments of all Lenders then in effect, or (ii) other than solely as a result of fluctuations in currency exchange rates, the Dollar Equivalent amount of the Outstanding Revolving Extensions of Credit of all Lenders that are denominated in Foreign Currencies (calculated as of the most recent Computation Date) exceeds the Foreign Currency Sublimit, or (iii) solely as a result of fluctuations in currency exchange rates, the Dollar Equivalent amount of the Outstanding Revolving Extensions of Credit of all Lenders that are denominated in Foreign Currencies (calculated as of the most recent Computation Date) exceeds 105% of the Foreign Currency Sublimit, then, in each case, the Borrower shall, promptly after receipt of written notice from the Administrative Agent, repay Borrowings or, if no Borrowings are then outstanding, Cash Collateralize the L/C Obligations in an account with the Administrative Agent in the manner provided in Section 8.2, in an aggregate principal amount sufficient to reduce any such excess over the aggregate Revolving Credit Commitments or Foreign Currency Sublimit to 0%.

(c) The Borrower may prepay any Borrowing in whole or in part at any time, subject to the terms of this paragraph (c). In each such event, the Borrower shall notify the Administrative Agent in writing (with respect to any Term Benchmark Borrowing or RFR Borrowing denominated in a Foreign Currency) or by telephone (with respect to any Term Benchmark Borrowing denominated in Dollars, and promptly confirmed in writing) of any prepayment hereunder (i) in the case of prepayment of a Term Benchmark Borrowing denominated in Dollars, not later than 2:30 p.m. New York City time three Business Days before the date of prepayment, (ii) in the case of a Term Benchmark Borrowing or RFR Borrowing denominated in a Foreign Currency, 2:30 p.m. Local Time four Business Days before the date of prepayment, (iii) in the case of prepayment of an ABR Borrowing, not later than 2:30 p.m. New York City time one Business Day before the date of prepayment or (iv) in the case of prepayment of a Swing Line Loan, not later than 2:30 p.m. New York City time on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the Type and principal amount of each Borrowing or portion thereof to be prepaid. Promptly following receipt of any such notice, the Administrative Agent shall advise the applicable Lenders of the contents thereof. Each partial prepayment of any Borrowing pursuant to this paragraph (c) shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.2 or 2.5, as applicable. Each prepayment of a Revolving Credit Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest and by any amounts required to be paid pursuant to Section 2.16.

(d) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(e) The Administrative Agent shall maintain accounts in which it shall record (i) the amount and currency of each Borrowing made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(f) The entries made in the accounts maintained pursuant to paragraph (d) or (e) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that, the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay all Loans in accordance with the terms of this Agreement.

(g) Any Lender may request that Loans made by it be evidenced by a Note, substantially in the form of Exhibit A or Exhibit B hereto, as applicable, and the Borrower shall execute and deliver to such Lender a Note payable to such Lender or its registered assigns. Thereafter, the Loans evidenced by such Note and interest thereon shall at all times (including after assignment pursuant to Section 10.6) be represented by one or more Notes in such form.

### **Section 2.9. Interest Rates and Payment Dates.**

(a) The Loans comprising each Term Benchmark Borrowing shall bear interest at the Adjusted Term SOFR Rate or the ~~CDOR~~ Adjusted Term CORRA Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin. Each RFR Loan shall bear interest at a rate per annum equal to the ~~applicable~~ Adjusted Daily Simple SOFR (for RFR Loans denominated in Dollars) or Adjusted Daily Simple CORRA (for RFR Loans denominated in Canadian Dollars), as applicable, plus the Applicable Margin.

(b) Each ABR Borrowing (including each Swing Line Loan) shall bear interest for each day at a rate per annum equal to the ABR determined for such day plus the Applicable Margin for ABR Loans.

(c) If all or a portion of (i) the principal amount of any Borrowing, (ii) any interest payable thereon or (iii) any commitment fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum which is (x) in the case of overdue principal, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section 2.9 plus 2% per annum or (y) in the case of overdue interest, commitment fee or other amount, the rate described in paragraph (b) of this Section plus 2% per annum, in each case from the date of such non-payment until such amount is paid in full (as well after as before judgment).



(d) If and so long as any Lender is required to comply with reserve assets, liquidity, cash margin or other requirements of any monetary or other authority in respect of any of such Lender's Term Benchmark Loans or RFR Loans in any currency other than Dollars, such Lender may require the Borrower to pay, contemporaneously with each payment of interest on each of such Loans subject to such requirements, additional interest on such Loan at a rate per annum specified by such Lender to be the cost to such Lender of complying with such requirements in relation to such Loan.

(e) Any additional interest owed pursuant to paragraph (d) above shall be determined by the Administrative Agent and notified to the Borrower in the form of a certificate setting forth such additional interest at least five Business Days before each date on which interest is payable for the relevant Loan, and such additional interest so notified to the Borrower by the Administrative Agent shall be payable to the Administrative Agent for the account of the respective Lender on each date on which interest is payable for such Loan.

(f) Failure or delay on the part of any Lender on any occasion to demand additional interest pursuant to this Section shall not constitute a waiver of such Lender's right to demand such additional interest on any subsequent occasion.

(g) Interest shall be payable in arrears on each Interest Payment Date; provided that, interest accruing pursuant to Section 2.9(c) shall be payable from time to time on demand.

#### **Section 2.10. Computation of Interest and Fees.**

(a) Interest, commitment fees, and Letter of Credit commissions and fees shall be calculated on the basis of a 360-day year for the actual days elapsed, except that interest whenever it is calculated on the basis of the ABR (based on the Prime Rate), ~~or in respect of a CDOR Rate Loan denominated in Canadian Dollars~~ Term CORRA, Daily Simple CORRA or the Canadian Prime Rate, shall be calculated on the basis of a 365- (or 366-, as the case may be, ~~for ABR Loans~~) day year for the actual days elapsed.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.9(a).

#### **Section 2.11. Inability to Determine Interest Rate.**

(a) Subject to clauses (b) (c), (d), (e) and (f) of this Section 2.11, if:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR Rate, the Term SOFR Rate ~~or~~, the ~~CDOR~~ Adjusted Term CORRA Rate or Term CORRA (including because the Relevant Screen Rate is not available or published on a current basis), for the applicable Agreed Currency and such Interest Period or (B) at any time, that adequate and reasonable means do not exist for ascertaining the applicable Adjusted Daily Simple SOFR, Daily Simple SOFR, Adjusted Daily Simple CORRA, Daily Simple CORRA or RFR for the applicable Agreed Currency; or

(ii) the Administrative Agent is advised by the Required Lenders that (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the Adjusted Term SOFR Rate or the ~~CDOR~~ Adjusted Term CORRA Rate for the applicable Agreed Currency and such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for the applicable Agreed Currency and such Interest Period or (B) at any time, the applicable Adjusted Daily Simple SOFR, Adjusted Daily Simple CORRA or RFR for the applicable Agreed Currency will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for the applicable Agreed Currency;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new notice of continuation or conversion in accordance with the terms of Section 2.6 or a new Borrowing Notice in accordance with the terms of Section 2.2, (A) for Loans denominated in Dollars, (1) any notice of continuation or conversion that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing and any Borrowing Notice that requests a Term Benchmark Borrowing shall instead be deemed to be a notice of continuation or conversion or a Borrowing Notice, as applicable, for (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple SOFR is not also the subject of Section 2.11(a)(i) or (ii) above or (y) an ABR Borrowing if the Adjusted Daily Simple SOFR also is the subject of Section 2.11(a)(i) or (ii) above and (2) any Borrowing Notice that requests an RFR Borrowing shall instead be deemed to be a Borrowing Notice, as applicable, for an ABR Borrowing and (B) for Loans denominated in a Foreign Currency, any notice of continuation or conversion that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Term Benchmark Borrowing and any Borrowing Notice that requests a Term Benchmark Borrowing or an RFR Borrowing, in each case, for the relevant Benchmark shall be ineffective; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then all other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan or RFR Loan in any Agreed Currency is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section 2.11(a) with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until (x) the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, with respect to the relevant Benchmark and (y) the Borrower delivers a new notice of continuation or conversion in accordance with the terms of Section 2.6 or a new Borrowing Notice in accordance with the terms of Section 2.2, (A) for Loans denominated in Dollars, (1) any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple SOFR is not also the subject of Section 2.11(a)(i) or (ii) above or (y) an ABR Loan if the Adjusted Daily Simple SOFR also is the subject of Section 2.11(a)(i) or (ii) above, on such day, and (2) any RFR Loan shall on and from such day be converted by the Administrative Agent to, and shall constitute an ABR Loan and (B) for Loans denominated in a Foreign Currency, (1) any Term Benchmark Loan shall, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day) bear interest at the Central Bank Rate for the applicable Foreign Currency plus the CBR Spread; provided, that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Foreign Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in any Foreign Currency shall, at the Borrower's election prior to such day: (A) be prepaid by the Borrower on such day or (B) solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in any Foreign Currency shall be deemed to be a Term Benchmark Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time, and (2) any RFR Loan, if applicable, shall bear interest at the Central Bank Rate for the applicable Foreign Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent

manifest error) that the Central Bank Rate for the applicable Foreign Currency cannot be determined, any outstanding affected RFR Loans denominated in any Foreign Currency, at the Borrower's election, shall either (A) be converted into ABR Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of such Foreign Currency) on such day or (B) be prepaid in full on such day.

(b) (i) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" with respect to Dollars and/or Canadian Dollars for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" with respect to any Agreed Currency for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(ii) Notwithstanding anything to the contrary herein or in any other Loan Document and subject to the proviso below in this paragraph, with respect to a Loan denominated in Canadian Dollars, if a Term CORRA Reelection Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; provided that, this clause (b)(ii) shall not be effective unless the Administrative Agent has delivered to the Lenders and the Borrower a Term CORRA Notice. For the avoidance of doubt, the Administrative Agent shall not be required to deliver a Term CORRA Notice after the occurrence of a Term CORRA Reelection Event and may do so in its sole discretion.

(c) Notwithstanding anything to the contrary herein or in any other Loan Document, the Administrative Agent will, in consultation with the Borrower, have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (e) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of

Lenders) pursuant to this Section 2.11, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.11.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate or ~~CDOR Rate~~ Term CORRA) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing or RFR Borrowing of, conversion to or continuation of Term Benchmark Loans or RFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, either (x) the Borrower will be deemed to have converted any such request for (1) a Term Benchmark Borrowing denominated in Dollars into a request for a Borrowing of or conversion to (A) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (B) an ABR Borrowing if the Adjusted Daily Simple SOFR is the subject of a Benchmark Transition Event or (y) any request relating to a Term Benchmark Borrowing or RFR Borrowing denominated in a Foreign Currency shall be ineffective. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR. Furthermore, if any Term Benchmark Loan or RFR Loan in any Agreed Currency is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan or RFR Loan, then until such time as a Benchmark Replacement for such Agreed Currency is implemented pursuant to this Section 2.11, (A) for Loans denominated in Dollars, (1) any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), be converted by the Administrative Agent to, and shall constitute, (x) an RFR Borrowing denominated in Dollars so long as the Adjusted Daily Simple SOFR is not the subject of a Benchmark Transition Event or (y) an ABR Loan if the Adjusted Daily Simple SOFR is the subject of a Benchmark Transition Event, on such day and (2) any RFR Loan shall on and from such day, be converted by the Administrative Agent to, and shall constitute an ABR Loan and (B) for Loans denominated in any Foreign Currency, (1) any Term Benchmark Loan shall, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day) bear interest at the Central Bank Rate for the applicable Foreign Currency plus the CBR Spread; provided that if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Foreign Currency cannot be determined, any outstanding affected Term Benchmark Loans denominated in any

Foreign Currency shall, at the Borrower's election prior to such day: (A) be prepaid by the Borrower on such day or (B) solely for the purpose of calculating the interest rate applicable to such Term Benchmark Loan, such Term Benchmark Loan denominated in any Foreign Currency shall be deemed to be a Term Benchmark Loan denominated in Dollars and shall accrue interest at the same interest rate applicable to Term Benchmark Loans denominated in Dollars at such time and (2) any RFR Loan shall bear interest at the Central Bank Rate for the applicable Foreign Currency plus the CBR Spread; provided that, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Central Bank Rate for the applicable Foreign Currency cannot be determined, any outstanding affected RFR Loans denominated in any Foreign Currency, at the Borrower's election, shall either (A) be converted into ABR Loans denominated in Dollars (in an amount equal to the Dollar Equivalent of such Foreign Currency) immediately or (B) be prepaid in full immediately.

#### **Section 2.12. Pro Rata Treatment and Payments.**

(a) Revolving Credit Borrowings and each payment by the Borrower on account of any commitment fee in respect of the Revolving Credit Commitments hereunder shall be made pro rata according to the respective Applicable Percentages of the Lenders. Each payment (including each prepayment) by the Borrower on account of principal of any Borrowings shall be made first to the repayment of Swing Line Loans before any payment may be made on account of the principal of the Revolving Credit Borrowings. Subject to the immediately foregoing sentence, each payment (including each prepayment but, for the avoidance of doubt, excluding any payment made pursuant to Section 2.14 or 2.15) by the Borrower on account of the principal of and interest on the Revolving Credit Borrowings shall be made pro rata according to the respective outstanding principal amounts of the Revolving Credit Borrowings then held by the Lenders. All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees, Letter of Credit commissions or otherwise, shall be made without set off or counterclaim and shall be made prior to 1:00 P.M. (or, in the case of Term Benchmark Borrowings or RFR Borrowings denominated in Foreign Currencies, 1:00 p.m. Local Time) on the due date thereof to the Administrative Agent, for the account of the Lenders, at the Applicable Payment Office in immediately available funds. If the Borrower shall default in the payment when due of any Term Benchmark Borrowings or RFR Borrowings denominated in any Foreign Currency in the applicable Foreign Currency (or if, after the making of a Borrowing in any Foreign Currency, currency control or exchange regulations are imposed in the country which issues such currency with the result that the type of currency in which such Borrowing was made no longer exists), the Lenders and the Agent may, at their option, accept such payment to be made to the Lenders in the Dollar Equivalent amount of such Foreign Currency determined in accordance with Section 10.19. With respect to any amount due and payable in any Foreign Currency, the Borrower agrees to hold the Lenders harmless from any losses, if any, that are incurred by the Lenders arising from any change in the value of Dollars in relation to such currency between the date such payment became due and the date of actual payment thereof. The Administrative Agent shall distribute such payments to the Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on Term Benchmark Borrowings or RFR Borrowings) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. If any payment on a Term Benchmark Borrowing or RFR Borrowing becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day.

(b) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a Borrowing that such Lender will not make the amount that would constitute its Applicable Percentage of such Borrowing available to the Administrative Agent in the Agreed Currency, the Administrative Agent may assume that such Lender is making such amount available in the applicable Agreed Currency to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender on the date of such Borrowing, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender together with interest at the greater of the Federal Funds Effective Rate or a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, including, without limitation, the Overnight Foreign Currency Rate in the case of Loans denominated in a Foreign Currency, until the second Business Day after such demand, and thereafter at the greater of the ABR (in the case of any Borrowing denominated in Dollars), or a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, including, without limitation, the Overnight Foreign Currency Rate (in the case of any Borrowing denominated in a Foreign Currency). A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this subsection shall be conclusive in the absence of manifest error. If such Lender's Applicable Percentage of such Borrowing is not made available to the Administrative Agent in the Agreed Currency by such Lender within two Business Days of such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount from the Borrower on demand, together with interest thereon at the rate per annum then applicable to ABR Borrowings hereunder (in the case of any Borrowing denominated in Dollars), or at the rate per annum then applicable to Term Benchmark Borrowings or RFR Borrowings in the applicable Foreign Currency having an Interest Period of one month (in the case of any Borrowing denominated in a Foreign Currency). Nothing contained in this Section 2.12(b) shall relieve any Lender that has failed to make available its Applicable Percentage of any Borrowing hereunder from its obligation to do so in accordance with the terms hereof.

**Section 2.13. Illegality.** Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law (other than the certificate of incorporation, by-laws or other organizational or governing documents with respect to any Lender) or in the interpretation or application thereof occurring after the date hereof shall make it unlawful for any Lender to make or maintain Term Benchmark Loans or RFR Loans as contemplated by this Agreement or to fund any Term Benchmark Loans or RFR Loans in any requested Agreed Currency, (a) such Lender shall forthwith give telephonic or telecopy notice of such circumstances, confirmed in writing, to the Borrower and the Administrative Agent (which notice shall be withdrawn by such Lender when such Lender shall reasonably determine that it shall no longer be illegal for such Lender to make or maintain such Term Benchmark Loans or RFR Loans or to convert ABR Loans to such Term Benchmark Loans or RFR Loans), (b) the commitment of such Lender hereunder to make such Term Benchmark Loans or RFR Loans, continue such Term Benchmark Loans or RFR Loans as such and convert ABR Loans to such Term Benchmark Loans or RFR Loans shall forthwith be cancelled and, until such time as it shall no longer be unlawful for such Lender to make or maintain such Term Benchmark Loans or RFR Loans, when such a Term Benchmark Loan or RFR Loan is requested, such Lender shall then have a commitment only to make an ABR Loan in Dollars or a Term Benchmark Loan or RFR Loan in another Agreed Currency otherwise permitted to be made, and (c) such Term Benchmark Loans or RFR Loans then outstanding, if any, shall be converted automatically to ABR Loans in Dollars on the respective last days of the then current Interest Periods with respect to such Term Benchmark Loans or RFR Loans or within such earlier period as required by law. If any such conversion of a Term Benchmark Loan or RFR Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 2.16. Notwithstanding the foregoing, the affected Lender shall, prior to giving such notice to the Borrower and the Administrative Agent, designate a different applicable Lending Office if such designation would avoid the need for giving such notice and if such designation would not otherwise be disadvantageous to such Lender in the good faith exercise of its discretion.

## Section 2.14. Requirements of Law.

### (a) If any Change in Law:

(i) subjects any Lender or Issuing Lender (or its applicable Lending Office) to any Tax (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its Loans, Letters of Credit, Revolving Credit Commitments, or other obligations under the Loan Documents, or its deposits, reserves, other liabilities or capital attributable thereto; or

(ii) imposes, modifies or deems applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement (including, without limitation, any such requirement imposed by the Board of Governors of the Federal Reserve System,) against assets of, deposits with or for the account of, or credit extended by, any Lender or Issuing Lender (or its applicable Lending Office) or imposes on any Lender or Issuing Lender (or its applicable Lending Office) any other condition, cost or expense (in each case, other than Taxes) affecting its Loans, Letters of Credit, any Reimbursement Obligations owed to it, or its participation in any thereof, or its obligation to advance or maintain Loans, or to issue, extend the expiration date of, or increase the amount of Letters of Credit or participate in any thereof;

and the result of any of the foregoing, as determined by such Lender or Issuing Lender in good faith, is to increase the cost to such Lender or Issuing Lender (or its applicable Lending Office) of advancing, continuing, converting, or maintaining any Loan, or maintaining its obligation to make or purchase participation interests in any such Loan, or issuing or maintaining a Letter of Credit or participating therein (or maintaining its obligation to issue, extend the expiration date of, increase the amount of or participate in any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or Issuing Lender (or its applicable Lending Office) in connection therewith under this Agreement or any other Loan Document, then, subject to Section 2.14(c), from time to time, within ten (10) days after receipt of a certificate from such Lender or Issuing Lender (with a copy to the Administrative Agent) pursuant to Section 2.14(c) setting forth in reasonable detail such determination and the basis thereof, the Borrower shall pay to such Lender or Issuing Lender such additional amount or amounts as will compensate such Lender or Issuing Lender for such increased costs or reductions suffered.

(b) If any Lender or Issuing Lender shall have determined in good faith that any Change in Law affecting such Lender or Issuing Lender, or its applicable Lending Office, regarding liquidity or capital adequacy, has or would have the effect of reducing the rate of return on such Lender's or Issuing Lender's capital, or on the capital of any Person controlling such Lender or Issuing Lender, as a consequence of its obligations hereunder to a level below that which such Lender or Issuing Lender could have achieved but for such Change in Law (taking into consideration such Lender's or Issuing Lender's or its controlling Person's policies with respect to capital adequacy and liquidity in effect immediately before such Change in Law or compliance) then, subject to Section 2.14(c), from time to time, within ten (10) days after receipt of a certificate from such Lender or Issuing Lender (with a copy to the Administrative Agent) pursuant to Section 2.14(c) setting forth in reasonable detail such determination and the basis thereof, the Borrower shall pay to such Lender or Issuing Lender such additional amount or amounts as will compensate such Lender or Issuing Lender or such controlling Person for such reductions suffered.

(c) The Administrative Agent and each Lender and Issuing Lender that determines to seek compensation or additional interest under this Section 2.14 shall give written notice to the Borrower and, in the case of a Lender or Issuing Lender other than the Administrative Agent, the Administrative Agent, of the circumstances that entitle the Administrative Agent or such Lender or Issuing Lender to such compensation no later than one hundred eighty (180) days after the Administrative Agent or such Lender or Issuing Lender receives actual notice or obtains actual knowledge of the law, rule, order or interpretation or occurrence of another event giving rise to a claim hereunder. In any event the Borrower shall not have any obligation to pay any amount with respect to claims accruing prior to the 180th day preceding such written demand, except if the law, rule, order or interpretation giving rise to such request for compensation has retroactive effect, such one hundred eighty (180) day period shall be extended to include such retroactive period. The Administrative Agent and each Lender and Issuing Lender shall use reasonable efforts to avoid the need for, or reduce the amount of, such compensation, additional interest, and any payment under this Section 2.14, including, without limitation, the designation of a different Lending Office, if such action or designation will not, in the sole judgment of the Administrative Agent or such Lender or Issuing Lender made in good faith, be otherwise disadvantageous to it; provided that (i) the foregoing shall not in any way affect the rights of any Lender or Issuing Lender or the obligations of the Borrower under this Section 2.14, and (ii) the Borrower shall pay the Lender's reasonable and documented out-of-pocket costs and expenses incurred in connection with any such designation of a different Lending Office. A certificate of the Administrative Agent or any Lender or Issuing Lender, as applicable, claiming compensation or additional interest under this Section 2.14 and setting forth the additional amount or amounts to be paid to it hereunder and accompanied by a statement prepared by the Administrative Agent or such Lender or Issuing Lender, as applicable, describing in reasonable detail the calculations thereof, shall be conclusive absent manifest error. In determining such amount, such Lender or Issuing Lender may use any reasonable averaging and attribution methods.

#### **Section 2.15. Taxes.**

(a) Issuing Lender. For purposes of this Section 2.15, the term "Lender" includes any Issuing Lender.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in good faith by an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the amount payable by the applicable Loan Party shall be increased as necessary so that, after the deduction or withholding of Indemnified Taxes has been made (including such deductions and withholdings applicable to additional amounts payable under this Section 2.15), the applicable Recipient receives an amount equal to the amount it would have received had not such deduction or withholding of Indemnified Taxes been made.

(c) Payment of Other Taxes by the Borrower. The Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Recipient, in each case within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.15) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.



(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.6(d) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 2.15(e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.15, the Borrower or such other Loan Party shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment, or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders.

(i) If the Administrative Agent or any Lender is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document, the Administrative Agent or such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, the Administrative Agent or any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not the Administrative Agent or such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in clauses (ii)(A), (ii)(B), (iii)(C) and (ii)(E) below) shall not be required if in the Administrative Agent's or the Lender's reasonable judgment such completion, execution or submission would subject the Administrative Agent or such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of the Administrative Agent or such Lender.

(ii) Without limiting the generality of the foregoing,

(A) the Administrative Agent, if it is a U.S. Person, shall deliver to the Borrower on or prior to the date on which it becomes the Administrative Agent under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower), executed originals of IRS Form W-9 certifying that the Administrative Agent is exempt from U.S. federal backup withholding tax;

(B) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the Borrower or the Administrative Agent) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(2) executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit E-1 to the effect that such Foreign Lender is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed originals of IRS Form W-8BEN or W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-2 or Exhibit E-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit E-4 on behalf of each such direct and indirect partner;

(D) the Administrative Agent and any Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the Borrower or the Administrative Agent) on or prior to the date on which the Administrative Agent or such Lender becomes the Administrative Agent or a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(E) if a payment made to the Administrative Agent or a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed under FATCA if the Administrative Agent or such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), the Administrative Agent or such Lender, as the case may be, shall deliver to the Borrower and, in the case of a Lender, the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that the Administrative Agent or such Lender has complied with the Administrative Agent's or such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the Closing Date.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.15 (including by the payment of additional amounts pursuant to this Section 2.15), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.15 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.15(h) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority with respect thereto) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.15(h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.15(h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section 2.15(h) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 2.15 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Revolving Credit Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(j) **Indemnity.** If the Administrative Agent shall be required to deduct any Taxes from payments received by the Administrative Agent for the account of any Lenders hereunder, it shall make such deductions and shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law. Each Lender shall indemnify the Administrative Agent, within 10 days after demand therefor, for the full amount of any Taxes attributable to such payments made to such Lender that are paid by the Administrative Agent and any penalties, interest and reasonable expenses arising therefrom and with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

(k) **Lender Cooperation.** Upon the request, and at the sole expense, of the Borrower, the Administrative Agent, each Lender to which the Borrower is required to make any payment pursuant to Section 2.14 or 2.15, and any Participant in respect of whose participation such payment is required, shall take reasonable steps to (i) afford the Borrower the opportunity to contest and (ii) cooperate with the Borrower in contesting the imposition of any Taxes giving rise to the requirement to make such payment. The Administrative Agent and each Lender to which the Borrower is required to make any payment pursuant to Section 2.14 or 2.15 agree, upon the request of the Borrower, to use their reasonable efforts to take steps reasonably available to them and acceptable to the Borrower, including designating an alternative lending office or booking the affected Loan through another branch of an affiliate, if, by doing so, any such payment will be avoided or materially reduced, provided that taking such steps results in no additional costs to such Lender or Administrative Agent (other than costs that are paid by the Borrower) and is not otherwise disadvantageous to such Lender or Administrative Agent, in such Administrative Agent or Lender's sole discretion determined in good faith.

#### **Section 2.16. Indemnity.**

(a) With respect to Loans that are not RFR Loans, in the event of (i) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or an optional or mandatory prepayment of Loans), (ii) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (iii) the failure to borrow, convert, continue or prepay any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.4 and is revoked in accordance therewith), (iv) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.18 or (v) the failure by the Borrower to make any payment of any Loan or drawing under any Letters of Credit (or interest due thereon) denominated in a Foreign Currency on its scheduled due date or any payment thereof in a different currency, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(b) With respect to RFR Loans, in the event of (i) the payment of any principal of any RFR Loan other than on the Interest Payment Date applicable thereto (including as a result of an Event of Default or an optional or mandatory prepayment of Loans), (ii) the failure to borrow or prepay any RFR Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.4 and is revoked in accordance therewith), (iii) the assignment of

any RFR Loan other than on the Interest Payment Date applicable thereto as a result of a request by the Borrower pursuant to Section 2.18 or (iv) the failure by the Borrower to make any payment of any Loan or drawing under any Letter of Credit (or interest due thereof) denominated in a Foreign Currency on its scheduled due date or any payment thereof in a different currency, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

**Section 2.17. Certain Exclusions.**

(a) If a Lender changes its applicable Lending Office (unless required to do so by a Governmental Authority or other regulatory authority) and the effect of that change, as of the date of the change, is to cause the Borrower to become obligated to pay any additional amount under Section 2.9(d), 2.14 or 2.15, the Borrower shall not be obligated to pay such additional amount.

(b) If, as a result of an assignment pursuant to Section 10.6(b) (but not any such assignment made pursuant to Section 2.18), the Borrower would, immediately upon the effectiveness of such assignment, be obligated to pay an additional amount to the assignee under Section 2.9(d), 2.14 or 2.15, the Borrower shall not be obligated to pay such additional amount.

(c) For purposes of Sections 2.14 and 2.15 (but subject to the *proviso* in the definition of the term “Change in Law”), the entry into force and implementation of any treaty between the United States and another country that has been signed as of the date hereof but has not yet been ratified shall not be treated as a change in treaty, law, regulation or application or interpretation thereof.

**Section 2.18. Replacement of Lender.** If the Borrower becomes obligated to pay additional amounts described in Section 2.9(d), 2.14 or 2.15 as a result of any condition described in such Section and payment of such amount is demanded by any Lender, then the Borrower may, on ten Business Days’ prior written notice to the Administrative Agent and such Lender, cause such Lender to (and such Lender shall) assign pursuant to Section 10.6(b) all of its rights and obligations under this Agreement to a Lender or other entity (other than any Person described in Section 10.6(b)(v) or 10.6(b)(vi)) selected by the Borrower and reasonably acceptable to the Administrative Agent and JPMCB in its capacity as an Issuing Lender and as the Swing Line Lender for a purchase price equal to the outstanding principal amount of such Lender’s Loans and all accrued interest, commitment fees, Letter of Credit commissions, and other fees and amounts then due to such Lender hereunder, together with all losses and expenses of the types referred to in Section 2.16 payable with respect thereto. Each party hereto agrees that (x) an assignment required pursuant to this paragraph may be effected pursuant to an Assignment Agreement executed by the Borrower, the Administrative Agent and the assignee (or, to the extent applicable, an agreement incorporating an Assignment Agreement by reference pursuant to an electronic platform approved by the Administrative Agent as to which the Administrative Agent and such parties are participants), and (y) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender; provided further that any such documents shall be without recourse to or warranty by the parties thereto.

## Section 2.19. Increase in Revolving Credit Commitments; Incremental Term Loans.

(a) So long as no Default or Event of Default has occurred and is continuing, on not more than four occasions after the Closing Date and on each occasion for an amount not less than \$10,000,000, the Borrower may, upon at least five (5) Business Days prior written notice to the Administrative Agent (which shall promptly provide a copy of such notice to each Lender), propose to incur additional Indebtedness under this Agreement in the form of an increase to the Revolving Credit Commitments (each, an “Incremental Revolving Credit Commitment”), provided that the aggregate amount of Incremental Commitments (as defined below) permitted pursuant to this Section 2.19 shall not exceed, at the time the respective Incremental Commitment becomes effective (and after giving effect to the incurrence of Indebtedness in connection therewith and the application of proceeds of any such Indebtedness to refinancing such other Indebtedness) together with Revolving Credit Commitments in effect at such time, the Maximum Commitment Amount. No Lender (or any successor thereto) shall have any obligation to increase its Revolving Credit Commitment or to increase any of its other obligations under this Agreement and the other Loan Documents, and any decision by a Lender to increase its Revolving Credit Commitment shall be made in its sole discretion independently from any other Lender.

(b) In any such notice given by the Borrower pursuant to Section 2.19(a), the Borrower shall designate one or more banks or other financial institutions (which may be, but need not be, one or more of the existing Lenders, but in any event shall not be any Person described in Section 10.6(b)(v) or 10.6(b)(vi)) which at the time agree to, in the case of any such Person that is an existing Lender, increase its Revolving Credit Commitment, and in the case of any other such Person (an “Additional Revolving Lender”), become a party to this Agreement; provided, however, that any prospective Additional Revolving Lender must be reasonably acceptable to the Administrative Agent and JPMCB in its capacity as an Issuing Lender and as the Swing Line Lender, as determined by each of them acting in good faith.

(c) Incremental Revolving Credit Commitments shall become effective upon the receipt by the Administrative Agent of a supplement or joinder in form and substance reasonably satisfactory to the Administrative Agent executed by the Borrower, by each Additional Revolving Lender providing an Incremental Revolving Credit Commitment (if any) and by each other Lender whose Revolving Credit Commitment is to be increased (if any), setting forth the new Revolving Credit Commitments of such Lenders and, if applicable, setting forth the agreement of each Additional Revolving Lender to become a party to this Agreement and to be bound by all the terms and provisions hereof, together with (i) such Notes as may be requested by any existing Lenders or Additional Revolving Lenders to evidence any increased or new Revolving Credit Commitments and (ii) such evidence of appropriate organizational authorization on the part of the Borrower and such opinions of counsel for the Borrower with respect to the increase in the Revolving Credit Commitments as the Administrative Agent may reasonably request.

(d) Upon the acceptance of any such supplement or joinder by the Administrative Agent, Schedule 1.1(A) shall automatically be deemed amended to reflect the Revolving Credit Commitments of all Lenders after giving effect to any Additional Revolving Lenders and any additions and increases in the Revolving Credit Commitments. The Administrative Agent may, on behalf of the existing Lenders not increasing their respective Revolving Credit Commitments and without further consent or authorization, enter into any such joinder or supplement or amendments to any other Loan Documents for purposes of giving effect to such additional and increased Revolving Credit Commitments.

(e) Upon any increase in the aggregate amount of the Revolving Credit Commitments pursuant to this Section 2.19 that is not pro rata among all existing Lenders, (x) the Borrower shall prepay all outstanding Revolving Credit Borrowings in their entirety and, to the extent the Borrower elects to do so and subject to the conditions specified in Section 5.2, the Borrower shall reborrow Revolving Credit Loans from the Lenders (including any Additional Revolving Lenders) in proportion to their respective Revolving Credit Commitments after giving effect to such increase, and (y) effective upon such increase, the amount of the participations held by each Lender in each Letter of Credit and all L/C Obligations then outstanding shall be adjusted automatically such that, after giving effect to such adjustments, the Lenders (including any Additional Revolving Lenders) shall hold participations in each such Letter of Credit and all L/C Obligations in proportion to their respective Revolving Credit Commitments after giving effect to such increase. In connection with any prepayment of Revolving Credit Borrowings pursuant to this Section 2.19(e) on the effective date of an increase of the Revolving Credit Commitments, the Borrower shall pay all accrued and unpaid interest, fees, and Letter of Credit commissions in respect of such Revolving Credit Borrowings prepaid or deemed prepaid pursuant to this Section 2.19(e) and any outstanding Letters of Credit and L/C Obligations for which participations therein are deemed adjusted pursuant to this Section 2.19(e), together with any amounts due pursuant to Section 2.16 in respect of such prepayment.

(f) So long as no Default or Event of Default has occurred and is continuing, the Borrower may, by notice to the Administrative Agent (which shall promptly provide a copy of such notice to each Lender), request to incur additional Indebtedness under this Agreement in the form of a new term loan facility under this Agreement (each such loan, an “Incremental Term Loan”, and the new commitments thereunder, the “Incremental Term Loan Commitment”; any Incremental Term Loan Commitments and Incremental Revolving Credit Commitments, collectively, the “Incremental Commitments”); provided that the aggregate amount of Incremental Commitments permitted pursuant to this Section 2.19 shall not exceed, at the time the respective Incremental Commitment becomes effective (and after giving effect to the incurrence of Indebtedness in connection therewith and the application of proceeds of any such Indebtedness to refinancing such other Indebtedness) together with Revolving Credit Commitments in effect at such time, the Maximum Commitment Amount. Each Incremental Term Loan Commitment made available pursuant to this Section 2.19(f) shall be in a minimum aggregate amount of at least \$20,000,000 and in integral multiples of \$5,000,000 in excess thereof (or in such lower minimum amounts or multiples as agreed to by the Administrative Agent in its reasonable discretion).

(g) Each request from the Borrower pursuant to Section 2.19(f) shall set forth the requested amount and proposed terms of the relevant Incremental Term Loan Commitment. The Incremental Term Loan Commitment (or any portion thereof) may be made by any existing Lender or by any other bank or financial institution (other than any Person described in Section 10.6(b)(v) or 10.6(b)(vi)) (any such bank or other financial institution, an “Additional Term Lender”; the Additional Term Lenders, together with any existing Lender providing Incremental Term Loans, each a “Incremental Term Lender”); provided that if such Additional Term Lender is not already a Lender hereunder, an Approved Fund or an Affiliate of a Lender hereunder, the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required. The Borrower may agree, in its sole discretion, to accept a lesser amount of any Incremental Term Loan Commitments than originally requested. In the event there are Lenders and Additional Term Lenders that have committed to an Incremental Term Loan Commitment in excess of the maximum amount requested (or permitted), then the Borrower shall have the right to allocate such commitments on whatever basis the Borrower determines is appropriate.

(h) Incremental Term Loan Commitments shall become commitments under this Agreement pursuant to an amendment (an “Incremental Term Loan Commitment Amendment”) to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, the Administrative Agent and each applicable Incremental Term Lender. An Incremental Term Loan Commitment Amendment may, without the consent of any other Lender, effect such amendments to any Loan Documents as may be necessary or appropriate, in the opinion of the Borrower and the Administrative Agent, to effect the provisions of Section 2.19(f) through (i).

(i) (i) (A) The Incremental Term Loan Commitments will not be guaranteed by any Subsidiary of the Borrower other than the Subsidiary Guarantors; (B) to the extent the other Obligations are secured, the Incremental Term Loan Commitments will be secured on a pari passu basis by the same Collateral securing the Loans; (C) the Incremental Term Loan Commitments and any Incremental Term Loans drawn thereunder shall rank pari passu in right of payment with the Loans; and (D) no Incremental Term Loan Commitment Amendment may provide for any Incremental Term Loan Commitment or any Incremental Term Loans to be secured by any Collateral or other assets of any Loan Party that do not also secure the Loans; (ii) no Lender (or any successor thereto) shall have any obligation to provide any portion of any Incremental Term Loan Commitment or any Incremental Term Loan or to increase any of its other obligations under this Agreement and the other Loan Documents, and any decision by a Lender to provide any portion of any Incremental Term Loan Commitment or any Incremental Term Loan shall be made in its sole discretion independently from any other Lender; (iii) the maturity date of any Incremental Term Loan Commitment shall be no earlier than the Stated Termination Date; (iv) the interest rate margins, (subject to clause (iii) above) amortization schedule, original issue discount, upfront fees and interest rate floors applicable to the Incremental Term Loan Commitments shall be determined by the Borrower and the applicable Incremental Term Lenders; and (v) the other terms and documentation in respect thereof shall otherwise be reasonably satisfactory to the Borrower and each applicable Incremental Term Lender and subject to the Administrative Agent’s approval (such approval not to be unreasonably withheld or delayed).

(j) In connection with any Incremental Commitments pursuant to this Section 2.19, any Additional Revolving Lender or Additional Term Lender becoming a party hereto shall (i) execute such documents and agreements as the Administrative Agent may reasonably request and (ii) in the case of any Additional Revolving Lender or Additional Term Lender that is organized under the laws of a jurisdiction outside of the United States of America, provide to the Administrative Agent, its name, address, tax identification number and/or such other information as shall be necessary for the Administrative Agent to comply with “know your customer” and anti-money laundering rules and regulations, including without limitation, the Patriot Act.

**Section 2.20. Determination of Dollar Equivalents.** The Administrative Agent will determine the Dollar Equivalent amount of each of the following to the extent denominated in a Foreign Currency consistent with Section 10.19:

(a) each Term Benchmark Borrowing as of the date of such Borrowing or, if applicable, the date of conversion/continuation of any Revolving Credit Borrowing as a Term Benchmark Borrowing or RFR Borrowing, as applicable;

(b) each RFR Borrowing as of the date of such Borrowing and each date that is on the numerically corresponding day in each calendar month that is one month after the Borrowing of such Loan (or, if there is no such numerically corresponding day in such month, then the last day of such month);

(c) with respect to any Letter of Credit, each of the following: (i) the date on which such Letter of Credit is issued; (ii) the first Business Day of each calendar month; and (iii) the date of any amendment of such Letter of Credit that has the effect of increasing the face amount thereof; and



(d) all Outstanding Revolving Extensions of Credit of the Lenders on and as of the last Business Day of each calendar month and, during the continuation of an Event of Default, on any other Business Day (but not more frequently than once each week) elected by the Administrative Agent in its discretion or upon instruction by the Required Lenders.

Each day upon or as of which the Administrative Agent determines Dollar Equivalent amounts as described in the preceding clauses (a) through (e) is herein described as a “Computation Date” with respect to such amounts, and the Administrative Agent shall notify the Borrower of all such determinations and related computations on such Computation Date.

**Section 2.21. Market Disruption.** Notwithstanding the satisfaction of all applicable conditions referred to in Articles II, III, and V, with respect to any Borrowing or Letter of Credit to be denominated in any Foreign Currency, if (i) there shall occur on or prior to the date of such Borrowing or Letter of Credit any change in national or international financial, political or economic conditions or currency exchange rates or exchange controls which would, in the reasonable opinion of the Administrative Agent or the applicable Issuing Lender make it impracticable for the Borrowing or Letter of Credit to be denominated in the Foreign Currency specified by the Borrower or (ii) in the reasonable opinion of the Administrative Agent or the applicable Issuing Lender a Dollar Equivalent amount of such Foreign Currency is not readily calculable, then the Administrative Agent shall forthwith give notice thereof to the Borrower, the Lenders and the Issuing Lenders, as applicable, and (a) if a Borrowing, such Borrowing shall not be denominated in such Foreign Currency but shall be made on the requested date in Dollars, in an aggregate principal amount equal to the Dollar Equivalent amount (rounded up to the nearest \$100,000) of the aggregate principal amount specified in the related request as ABR Loans, unless the Borrower notifies the Administrative Agent prior to such Borrowing that (x) it elects not to borrow on such date or (y) it elects to borrow on such date in a different Agreed Currency, as the case may be, in which the denomination of such Loans would in the reasonable opinion of the Administrative Agent and the Lenders be practicable and in an aggregate principal amount equal to the Dollar Equivalent amount of the aggregate principal amount specified in the related request, and (b) if a Letter of Credit, such Letter of Credit shall not be issued in such Foreign Currency, but shall be issued in Dollars in a face amount equal to the Dollar Equivalent amount of the face amount specified in the related request or Application for such Letter of Credit (rounded up to the nearest \$100,000), unless the Borrower notifies the Administrative Agent and the applicable Issuing Lender prior to the issuance of such Letter of Credit that (I) it elects not to request the issuance of such Letter of Credit on such date or (II) it elects to have such Letter of Credit issued on such date in a different Agreed Currency, as the case may be, in which the denomination of such Letter of Credit would in the reasonable opinion of the applicable Issuing Lender, the Administrative Agent and the Lenders be practicable and in face amount equal to the Dollar Equivalent amount of the face amount specified in the related request or Application for such Letter of Credit, as the case may be.

**Section 2.22. Judgment Currency.** If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder in Foreign Currency expressed to be payable herein (the “specified currency”) into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the specified currency with such other currency at the Administrative Agent’s main New York City office on the Business Day immediately preceding that on which final, non-appealable judgment is given. The obligations of each Loan Party in respect of any sum due to any Lender or the Administrative Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by such Lender or the Administrative Agent (as the case may be) of any sum adjudged to be so due in such other currency such Lender or the Administrative Agent (as the case may be) may in accordance with normal, reasonable banking procedures purchase the specified currency

with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to such Lender or the Administrative Agent, as the case may be, in the specified currency, each Loan Party agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such Lender or the Administrative Agent, as the case may be, against such loss, and if the amount of the specified currency so purchased exceeds (a) the sum originally due to any Lender or the Administrative Agent, as the case may be, in the specified currency and (b) any amounts shared with other Lenders as a result of allocations of such excess as a disproportionate payment to such Lender, such Lender or the Administrative Agent, as the case may be, agrees to remit such excess to the applicable Loan Party.

**Section 2.23. Defaulting Lenders.** 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) commitment fees otherwise payable to such Defaulting Lender pursuant to Section 2.3 shall cease to accrue on the Available Revolving Credit Commitment of such Defaulting Lender;

(b) If any Lender becomes a Defaulting Lender, then the Borrower may, at its sole expense and effort, upon notice to the Administrative Agent (which will promptly notify the Defaulting Lender thereof), (i) require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 10.06), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment in its sole discretion); provided that (a) the Borrower shall have received the prior written consent of the Administrative Agent (and if a Revolving Credit Commitment is being assigned, each Issuing Lender and Swing Line Lender), which consent shall not unreasonably be withheld, delayed or conditioned and (b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in any Letter of Credit and Swing Line Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) or (ii) terminate the unused amount of the Revolving Credit Commitment of such Defaulting Lender, in whole or in part; provided that (a) no Event of Default shall have occurred and be continuing and (b) such termination shall not be deemed to be a waiver or release of any claim the Borrower, the Administrative Agent, any Issuing Lender, the Swing Line Lender or any other Lender may have against such Defaulting Lender;

(c) the Revolving Credit Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether all Lenders (or each Lender) or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.1); provided, that this clause (b) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification providing for an increase in such Defaulting Lender's Revolving Credit Commitment, providing for an extension of such Defaulting Lender's Revolving Credit Commitment, or requiring the consent of each directly and adversely affected Lender pursuant to Section 10.1 if such Defaulting Lender is a directly and adversely affected Lender;

(d) if any Swing Line Exposure or L/C Exposure exists with respect to such Lender at the time such Lender becomes a Defaulting Lender, then:

(i) all or any part of the Swing Line Exposure and L/C Exposure of such Defaulting Lender shall be reallocated (effective as of the date such Lender becomes a Defaulting

Lender) among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (for the purposes of such reallocation, such Defaulting Lender's Revolving Credit Commitment shall be disregarded in determining the Non-Defaulting Lenders' respective Applicable Percentages), but only to the extent that (A) the sum of all Non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's Swing Line Exposure and L/C Exposure does not exceed the total of all Non-Defaulting Lenders' Revolving Credit Commitments, (B) after giving effect to any such reallocation, no Non-Defaulting Lender's Revolving Credit Exposure shall exceed such Non-Defaulting Lender's Revolving Credit Commitment and (C) no Event of Default has occurred and is continuing at such time and the other conditions set forth in Section 5.2 have been satisfied 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 the Borrower's receipt of written notice from the Administrative Agent, (x) first, prepay the Swing Line Exposures of the Lenders, and (y) second, Cash Collateralize for the benefit of the applicable Issuing Lenders only the Borrower's obligations corresponding to such Defaulting Lender's L/C Exposure (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 8.2 for so long as such L/C Exposure is outstanding;

(iii) if the Borrower Cash Collateralizes any portion of such Defaulting Lender's L/C Exposure pursuant to clause (ii) above, the Borrower shall not be required to pay any L/C Fee pursuant to Section 3.3(a) with respect to the portion of such Defaulting Lender's L/C Exposure that is Cash Collateralized during the period such Defaulting Lender's L/C Exposure is Cash Collateralized by the Borrower;

(iv) if all or any portion of such Defaulting Lender's L/C Exposure is reallocated pursuant to clause (i) above, then all L/C Fees that otherwise would have been payable to such Defaulting Lender under Section 3.3(a) with respect to such Defaulting Lender's reallocated L/C Exposure shall be payable to the Non-Defaulting Lenders in accordance with such Non-Defaulting Lenders' Applicable Percentages after giving effect to such reallocation; and

(v) if all or any portion of such Defaulting Lender's L/C Exposure is neither reallocated nor Cash Collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Issuing Lender or any other Lender hereunder, all L/C Fees that otherwise would have been payable to such Defaulting Lender under Section 3.3(a) with respect to such Defaulting Lender's unallocated L/C Exposure shall be payable to the Issuing Lenders, ratably based on the portion of the Fronting Exposure attributable to the Letters of Credit issued by each Issuing Lender, until and to the extent that such L/C Exposure is reallocated and/or Cash Collateralized pursuant to clause (i) or (ii) above;

(e) so long as such Lender is a Defaulting Lender, no Swing Line Lender shall be required to fund any Swing Line Loan, and no Issuing Lender shall be required to issue, amend or increase any Letter of Credit, unless in each case such Swing Line Lender or Issuing Lender is satisfied that the related Fronting Exposure and the Defaulting Lender's then outstanding L/C Exposure will be 100% covered by the Revolving Credit Commitments of the Non-Defaulting Lenders and/or Cash Collateral will be provided by the Borrower in accordance with Section 8.2, and participating interests in any newly made Swing Line Loan or any newly issued or increased Letter of Credit shall be allocated among the Non-Defaulting Lenders in a manner consistent with Section 2.23(d)(i) (and such Defaulting Lender shall not participate therein);

(f) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 10.7 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Swing Line Lender or Issuing Lender hereunder; *third*, to Cash Collateralize in accordance with the procedures set forth in Section 8.2 the Issuing Lenders' Fronting Exposure with respect to such Defaulting Lender; *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize in accordance with the procedures set forth in Section 8.2 the Issuing Lenders' future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement; *sixth*, to the payment of any amounts owing to the Lenders or any Swing Line Lender or Issuing Lender or as a result of any judgment of a court of competent jurisdiction obtained by any Lender or any Swing Line Lender or Issuing Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or Reimbursement Obligations in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 5.2 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and Reimbursement Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or Reimbursement Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations and Swing Line Loans are held by the Lenders pro rata in accordance with the Revolving Credit Commitments without giving effect to Section 2.23(c)(i). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto;

(g) in the event that the Administrative Agent, the Borrower, and each Swing Line Lender and Issuing Lender agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swing Line Exposures and L/C Exposures of the Lenders shall be readjusted to reflect the inclusion of such previous Defaulting Lender's Revolving Credit Commitment, and on such date such previous Defaulting Lender shall purchase at par such of the Loans of the other Lenders as the Administrative Agent shall determine may be necessary in order for such previous Defaulting Lender to hold such Loans and Swing Line Exposure and L/C Exposure in accordance with its Applicable Percentage; provided, however, that no adjustments will be made retroactively with respect to L/C Fees, commissions or interest accrued or payments made by or on behalf of the Borrower or any other Loan Party while such previous Defaulting Lender was a Defaulting Lender; and

(h) the rights and remedies against, and with respect to, a Defaulting Lender under this Section 2.23 are in addition to, and cumulative and not in limitation of, all other rights and remedies that the Administrative Agent and each Lender, Issuing Lender, Borrower or any other Loan Party may at any time have against, or with respect to, such Defaulting Lender (whether or not such Defaulting Lender has subsequently ceased to be a Defaulting Lender pursuant to Section 2.23(g)).

### ARTICLE III. LETTERS OF CREDIT

#### Section 3.1. L/C Commitment.

(a) Subject to the terms and conditions hereof, each Issuing Lender, in reliance on the agreements of the other Lenders set forth in Section 3.4, agrees to issue standby and commercial letters of credit ("Letters of Credit") for the account of the Borrower or any Subsidiary Guarantor on any Business Day during the Revolving Credit Commitment Period in such form as may be approved from time to time by such Issuing Lender; provided that, no Issuing Lender shall have any obligation to and shall not issue any Letter of Credit if, after giving effect to such issuance, (i) the L/C Obligations would exceed the Maximum L/C Exposure Amount, (ii) the Outstanding Revolving Extensions of Credit of all Lenders denominated in Foreign Currencies would exceed the Foreign Currency Sublimit, (iii) any Lender's Outstanding Revolving Extensions of Credit would exceed such Lender's Revolving Credit Commitment then in effect, or (iv) the sum of (x) the Dollar Equivalent of the aggregate undrawn amount of all outstanding Letters of Credit issued by such Issuing Lender at such time plus (y) the aggregate Dollar Equivalent of all payments made by such Issuing Lender under Letters of Credit issued by it that have not yet been reimbursed by or on behalf of the Borrower at such time would exceed its Letter of Credit Commitment; provided that, notwithstanding the foregoing clause (iv) (but subject to the foregoing clauses (i) through (iii)), an Issuing Lender that has a Letter of Credit Commitment may, but shall be not obligated to, issue, amend, renew, increase or extend any Letter of Credit if, after giving effect to such issuance, amendment, renewal or extension, the sum of (x) the Dollar Equivalent of the aggregate undrawn amount of all outstanding Letters of Credit issued by such Issuing Lender at such time plus (y) the aggregate Dollar Equivalent of all payments made by such Issuing Lender under Letters of Credit issued by it that have not yet been reimbursed by or on behalf of the Borrower at such time exceeds its Letter of Credit Commitment. The Borrower may, at any time and from time to time, increase or reduce the Letter of Credit Commitment of any Issuing Lender as provided in the definition of Letter of Credit Commitment; provided that the Borrower shall not reduce the Letter of Credit Commitment of any Issuing Lender if, after giving effect of such reduction, the conditions set forth in clauses (i) through (iv) above shall not be satisfied Notwithstanding anything herein to the contrary, no Issuing Lender shall have any obligation hereunder to issue, and shall not issue, any Letter of Credit the proceeds of which would be made available to any Person (i) to fund any activity or business of or with any Sanctioned Person, or in any country, region or territory that, at the time of such funding, is a Sanctioned Country or (ii) in any manner that would result in a violation of any Sanctions by any party to this Agreement. Each Letter of Credit shall (i) be a standby or commercial letter of credit denominated in an Agreed Currency and issued to support obligations of the Borrower or the respective Subsidiary Guarantor and its respective Subsidiaries, contingent or otherwise, arising in the ordinary course of business, and (ii) expire no later than the earlier of (x) one year after the date of issuance, and (y) five (5) Business Days prior to the Stated Termination Date; provided, that any Letter of Credit with a one-year tenor may provide for extension thereof for additional one-year periods (but in no event for a period expiring after the date specified in the preceding clause (y)); provided further that, notwithstanding the foregoing, the expiration date of any Letter of Credit may be a date that is no later than one (1) year after the Stated Termination Date so long as not later than thirty (30) days prior to the Stated Termination Date (or such later date as agreed by the Administrative Agent and the applicable Issuing Lender in their sole discretion) the Borrower Cash Collateralizes 105% of the then maximum face amount of such Letter of Credit in a manner reasonably acceptable to the Administrative Agent and the applicable Issuing Lender.

(b) Each Letter of Credit shall be subject to the UCP or the ISP, as applicable, and, to the extent not inconsistent therewith, the laws of the State of New York.

(c) No Issuing Lender shall at any time be obligated to issue any Letter of Credit hereunder if (i) such issuance would conflict with, or cause such Issuing Lender or any L/C Participant to exceed any limits imposed by, any applicable Requirement of Law, or otherwise subject it to a Country Risk Event, (ii) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Lender from issuing such Letter of Credit, or any law applicable to such Issuing Lender shall prohibit, or require that such Issuing Lender refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuing Lender with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Lender is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon such Issuing Lender any unreimbursed loss, cost or expense that was not applicable on the Closing Date and that such Issuing Lender in good faith deems material to it, or (iii) the issuance of such Letter of Credit would violate one or more policies of such Issuing Lender applicable to letters of credit generally.

**Section 3.2. Procedure for Issuance of Letters of Credit.** The Borrower or any Subsidiary Guarantor may from time to time request that an Issuing Lender issue a Letter of Credit denominated in an Agreed Currency by delivering to the Administrative Agent and such Issuing Lender at its respective address for notices specified herein an Application therefor, completed to the reasonable satisfaction of such Issuing Lender, and such other certificates, documents and other papers and information as such Issuing Lender may reasonably request. Upon receipt of any fully completed Application, the applicable Issuing Lender will process such Application and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall promptly issue the Letter of Credit requested thereby (but in no event shall the Issuing Lender be required to issue any Letter of Credit earlier than three Business Days after its receipt of the fully completed Application therefor and all such other certificates, documents and other papers and information relating thereto) by issuing the original of such Letter of Credit to the beneficiary thereof or as otherwise may be agreed by the Issuing Lender and the Borrower or the respective Subsidiary Guarantor. The Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower and/or to the respective Subsidiary Guarantor promptly following the issuance thereof, and shall notify the Administrative Agent and the Lenders of the issuance thereof.

**Section 3.3. L/C Fees and Other Charges.**

(a) The Borrower or the respective Subsidiary Guarantor shall pay (i) to the Administrative Agent, for the account of each applicable Issuing Lender and the L/C Participants, Letter of Credit fees with respect to each outstanding Letter of Credit, computed for the period from the Closing Date (in the case of the first such payment) or the date on which the last such payment was due (in all other cases) to the date upon which such payment is due hereunder, in each case at a rate equal to the L/C Fee, payable in Dollars to the applicable Issuing Lender and the L/C Participants to be shared ratably among them in accordance with their respective Applicable Percentages, and (ii) to each Issuing Lender, a Letter of Credit fronting fee with respect to each Letter of Credit issued by such Issuing Lender, computed for the period from the Closing Date (in the case of the first such payment) or the date on which the last such payment was due (in all other cases) to the date upon which such payment is due hereunder, at a per annum rate (as agreed in writing between the Borrower and the applicable Issuing Lender) applied to the average daily aggregate Dollar Equivalent amount available to be drawn under such Letter of Credit during the period for which such fronting fee is calculated, payable in Dollars to the applicable Issuing Lender. All such fees described in this Section 3.3(a) shall be payable in arrears on each L/C Fee Payment Date and shall be nonrefundable.

(b) In addition to the foregoing fees, the Borrower or the respective Subsidiary Guarantor shall pay or reimburse each Issuing Lender for such normal and customary costs and expenses as are incurred or charged by such Issuing Lender in issuing, effecting payment under, amending or otherwise administering any Letter of Credit issued by such Issuing Lender.

(c) The Administrative Agent shall, promptly following its receipt thereof, distribute to the Issuing Lenders and the L/C Participants all fees received by the Administrative Agent for their respective accounts pursuant to this Section 3.3.

#### **Section 3.4. L/C Participations.**

(a) Each Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce each Issuing Lender to issue Letters of Credit hereunder, each L/C Participant irrevocably agrees to accept and purchase, and hereby accepts and purchases from each Issuing Lender, on the terms and conditions hereinafter stated, for such L/C Participant's own account and risk, an undivided interest equal to such L/C Participant's Applicable Percentage in each such Issuing Lender's obligations and rights under each Letter of Credit issued by it hereunder and the amount of each drawing paid by each such Issuing Lender thereunder. Each L/C Participant unconditionally and irrevocably agrees with each Issuing Lender that, if any amount is paid under any Letter of Credit for which such Issuing Lender is not reimbursed in full by the Borrower or the respective Subsidiary Guarantor in accordance with the terms of this Agreement, such L/C Participant shall pay to the Administrative Agent for the account of such Issuing Lender upon demand at the Administrative Agent's Applicable Payment Office an amount equal to such L/C Participant's Applicable Percentage of the amount of such drawing, or any part thereof, which is not so reimbursed. Any demand pursuant to the preceding sentence received after 2:00 P.M. on any Business Day shall be deemed to have been received on the next succeeding Business Day.

(b) If any amount required to be paid by any L/C Participant for the account of an Issuing Lender pursuant to Section 3.4(a) in respect of any unreimbursed portion of any payment made by such Issuing Lender under any Letter of Credit is paid to such Issuing Lender within two Business Days after the date such payment is due, such L/C Participant shall pay to such Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average Federal Funds Effective Rate (or, in the case of a Letter of Credit denominated in a Foreign Currency, the applicable Overnight Foreign Currency Rate), as quoted by the Issuing Lender, during the period from and including the date such payment is required to the date on which such payment is immediately available to such Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 3.4(a) is not in fact made available to an Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, such Issuing Lender shall be entitled to recover from such L/C Participant, on demand, the amount of such payment in the applicable Agreed Currency or, if so elected by such Issuing Lender, the Dollar Equivalent of such amount, in either case with interest thereon calculated from such due date at the rate per annum then applicable to Term Benchmark Borrowings and RFR Borrowings hereunder in the applicable Foreign Currency having an Interest Period of one month or, if such Issuing Lender has elected to receive the Dollar Equivalent of such amount, the rate per annum then applicable to ABR Borrowings hereunder. A certificate of the applicable Issuing Lender submitted to any L/C Participant with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error.

(c) Whenever, at any time after an Issuing Lender has made payment under any Letter of Credit and any L/C Participant has paid its pro rata share of such payment in accordance with Section 3.4(a), such Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or the respective Subsidiary Guarantor or otherwise, including proceeds of Cash Collateral applied thereto by the Issuing Lender), or any payment of interest on account thereof, such Issuing Lender will as soon as practicable distribute to such L/C Participant its pro rata share thereof; provided, however, that in the event that any such payment received by such Issuing Lender shall be required to be returned by such Issuing Lender, such L/C Participant shall return to such Issuing Lender the portion thereof previously distributed by such Issuing Lender to it.

**Section 3.5. Reimbursement Obligation.** The Borrower or the Subsidiary Guarantor agrees to reimburse each Issuing Lender on each date on which an Issuing Lender notifies the Borrower or the respective Subsidiary Guarantor of the date and amount of a drawing under any Letter of Credit that has been paid by such Issuing Lender in an amount equal to (a) the amount of the drawing so paid and (b) any taxes, fees, charges or other costs or expenses reasonably incurred by such Issuing Lender in connection with any payment made by such Issuing Lender under, or with respect to, such Letter of Credit. Each such payment shall be made to the Administrative Agent for the account of an Issuing Lender at the Applicable Payment Office in immediately available funds in the Agreed Currency in which the Letter of Credit was denominated. Interest shall be payable on any and all amounts remaining unpaid by the Borrower under this Section from the date such amounts become payable (whether at stated maturity, by acceleration or otherwise) until the next Business Day following the date of such notice, at the ABR then in effect (in the case of amounts payable in Dollars) or at the rate per annum then applicable hereunder to Term Benchmark Borrowings and RFR Borrowings in the applicable Foreign Currency having an Interest Period of one month (in the case of amounts payable in Foreign Currencies), and from such Business Day until payment in full at the rate which would be payable on any outstanding ABR Borrowings that were then overdue (in the case of amounts payable in Dollars) or at the rate then applicable to Term Benchmark Borrowings and RFR Borrowings in the applicable Foreign Currency having an Interest Period of one month that were then overdue (in the case of amounts payable in Foreign Currencies). Notwithstanding anything herein to the contrary, the Borrower shall have joint and several liability with the respective Subsidiary Guarantor for all L/C Obligations of such Subsidiary Guarantor. If any Loan Party's reimbursement of, or obligation to reimburse, any amounts in any Foreign Currency would subject the Administrative Agent, any Issuing Lender or any Lender to any stamp duty, ad valorem charge or similar tax that would not be payable if such reimbursement were made or required to be made in Dollars, the Borrower shall, at its option, either (x) pay the amount of any such tax requested by the Administrative Agent, the relevant Issuing Lender or the relevant Lender or (y) reimburse each drawing or other payment made in such Foreign Currency in Dollars, in an amount equal to the Approximate Equivalent Amount on the date such drawing or other payment is made, of such drawing or other payment.

**Section 3.6. Obligations Absolute.** The Borrower's and the respective Subsidiary Guarantor's obligations under this Article III shall be absolute and unconditional under any and all circumstances and irrespective of any set-off, counterclaim or defense to payment which the Borrower and the respective Subsidiary Guarantor may have or have had against any Issuing Lender or any beneficiary of a Letter of Credit. The Borrower and the respective Subsidiary Guarantor also agree with each Issuing Lender that no Issuing Lender shall be responsible for, and the Borrower's and the respective Subsidiary Guarantor's L/C Obligations under Section 3.5 shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower or



the respective Subsidiary Guarantor and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower or the respective Subsidiary Guarantor against any beneficiary of such Letter of Credit or any such transferee provided that this paragraph shall not relieve any Issuing Lender of any liability resulting from the gross negligence or willful misconduct of such Issuing Lender (as finally determined by the nonappealable judgment of a court of competent jurisdiction), or otherwise affect any defenses or other right that the Borrower may have as a result of any such gross negligence or willful misconduct. No Issuing Lender shall be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions caused by the Issuing Lender's gross negligence or willful misconduct as finally determined by the nonappealable judgment of a court of competent jurisdiction. The Borrower and the respective Subsidiary Guarantor agree that any action taken or omitted by an Issuing Lender under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct and in accordance with the standards or care specified in the ISP or UCP, as applicable, shall be binding on the Borrower and on the respective Subsidiary Guarantor and shall not result in any liability of such Issuing Lender to the Borrower or the respective Subsidiary Guarantor.

**Section 3.7. Letter of Credit Payments.** If any draw shall be made under any Letter of Credit, the applicable Issuing Lender shall promptly notify the Administrative Agent and the Borrower or the respective Subsidiary Guarantor of the date, amount and currency thereof. The responsibility of each Issuing Lender to the Borrower or the respective Subsidiary Guarantor in connection with any such draw under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining that the documents (including any draft) delivered under such Letter of Credit in connection with such presentment are in conformity with such Letter of Credit.

**Section 3.8. Application.** To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Agreement, the provisions of this Agreement shall apply.

**Section 3.9. Existing Letters of Credit.** For all purposes of this Agreement, each of the Existing Letters of Credit shall be deemed to have been issued by the Issuing Lender on the Closing Date pursuant to the provisions of this Agreement and shall be subject to, and governed by, all terms and conditions of this Agreement, including without limitation, Sections 3.3 and 3.4, on and after the Closing Date.

**Section 3.10. Letters of Credit Issued for Account of Subsidiaries.** Notwithstanding that a Letter of Credit issued or outstanding hereunder supports any obligations of, or is for the account of, a Subsidiary, or states that a Subsidiary is the "account party," "applicant," "customer," "instructing party," or the like of or for such Letter of Credit, and without derogating from any rights of the applicable Issuing Lender (whether arising by contract, at law, in equity or otherwise) against such Subsidiary in respect of such Letter of Credit, the Borrower (a) shall be primarily liable for such Letter of Credit (including being primarily liable to reimburse any and all drawings thereunder) as if such Letter of Credit had been issued solely for the account of the Borrower and (b) irrevocably waives any and all defenses that might otherwise be available to it as a guarantor or surety of any or all of the obligations of such Subsidiary in respect of such Letter of Credit. The Borrower hereby acknowledges that the issuance of such Letters of Credit for its Subsidiaries inures to the benefit of the Borrower, and that the Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

**Section 3.11. Issuing Lender Agreements.** Unless otherwise requested by the Administrative Agent, each Issuing Lender (other than JPMCB in its capacity as an Issuing Lender) shall report in writing to the Administrative Agent (a) promptly following the end of each calendar month, the aggregate amount and currency of Letters of Credit issued by it and outstanding at the end of such month, (b) on or prior to each Business Day on which such Issuing Lender expects to issue, amend, renew or extend any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the aggregate face amount and currency of the Letter of Credit to be issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension occurred (and whether the amount thereof changed), it being understood that such Issuing Lender shall not permit any issuance, renewal, extension or amendment resulting in an increase in the amount of any Letter of Credit to occur without first obtaining written confirmation from the Administrative Agent that it is then permitted under this Agreement, (c) on each Business Day on which such Issuing Lender makes any payment under any Letter of Credit, the date of such payment under such Letter of Credit and the amount and currency of such payment, (d) on any Business Day on which the Borrower or any Subsidiary Guarantor fails to reimburse any payment under any Letter of Credit required to be reimbursed to such Issuing Lender on such day, the date of such failure and the amount and currency of such payment and (e) on any other Business Day, such other information as the Administrative Agent shall reasonably request.

**Section 3.12. Replacement and Resignation of an Issuing Lender.**

(a) An Issuing Lender may be replaced at any time by written agreement among the Borrower, the Administrative Agent, the replaced Issuing Lender and the successor Issuing Lender. The Administrative Agent shall notify the Lenders of any such replacement of an Issuing Lender. At the time any such replacement shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Lender pursuant to this Agreement. From and after the effective date of any such replacement, (i) the successor Issuing Lender shall have all the rights and obligations of an Issuing Lender under this Agreement with respect to Letters of Credit to be issued by it thereafter and (ii) references herein to the term "Issuing Lender" shall be deemed to refer to such successor or to any previous Issuing Lender, or to such successor and all previous Issuing Lender, as the context shall require. After the replacement of an Issuing Lender hereunder, the replaced Issuing Lender shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Lender under this Agreement with respect to Letters of Credit then outstanding and issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit or extend or otherwise amend any existing Letter of Credit.

(b) Subject to the appointment and acceptance of a successor Issuing Lender, any Issuing Lender may resign as an Issuing Lender at any time upon thirty days' prior written notice to the Administrative Agent, the Borrower and the Lenders, in which case, such resigning Issuing Lender shall be replaced in accordance with Section 3.12(a) above.

**ARTICLE IV. REPRESENTATIONS AND WARRANTIES**

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make Loans and issue or participate in Letters of Credit, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

**Section 4.1. Financial Condition.** The consolidated balance sheet of the Parent and its consolidated Subsidiaries as at December 25, 2021 and the related consolidated statements of income and of cash flows for the fiscal year ended on such date, reported on by KPMG LLP copies of which have heretofore been furnished to each Lender, present fairly the consolidated financial condition of the Parent and its consolidated Subsidiaries as at such date, and the consolidated results of their operations and their consolidated cash flows for the fiscal year then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by such accountants and as disclosed therein). The

unaudited consolidated balance sheet of the Parent and its consolidated Subsidiaries as of March 26, 2022 and the related unaudited consolidated statements of income and of cash flows for the fiscal quarter ended on such date, certified by a Responsible Officer, copies of which have heretofore been furnished to each Lender, have been prepared in accordance with GAAP (except as permitted by Form 10-Q under the Securities and Exchange Act of 1934, as amended) applied consistently throughout the periods involved, and present fairly the consolidated financial condition of the Parent and its consolidated Subsidiaries as at such date, and the consolidated results of their operations and their consolidated cash flows for the fiscal quarter then ended (subject to normal year-end audit adjustments). Neither the Parent nor any of its consolidated Subsidiaries had, at March 26, 2022, any material Guarantee Obligation, contingent liability or liability for taxes, or any long-term lease or unusual forward or long-term commitment, including, without limitation, any interest rate or foreign currency swap or exchange transaction, which is not reflected in the foregoing statements or in the notes thereto. During the period from March 26, 2022 to and including the Closing Date, there has been no sale, transfer or other disposition by the Parent or any of its consolidated Subsidiaries of any material part of its business or property and no purchase or other acquisition of any business or property (including any capital stock of any other Person) material in relation to the consolidated financial condition of the Parent and its consolidated Subsidiaries at March 26, 2022.

**Section 4.2. No Change.** Since December 25, 2021, (a) there has been no development or event which has had or could reasonably be expected to have a Material Adverse Effect and (b) except as permitted by Section 7.8 of this Agreement or, for any period prior to the Closing Date, Section 7.8 of the Existing Credit Agreement, no dividends or other distributions have been declared, paid or made upon the Capital Stock of the Borrower or the Parent nor has any of the Capital Stock of the Borrower or the Parent been redeemed, retired, purchased or otherwise acquired for value by the Borrower or any of its Subsidiaries.

**Section 4.3. Existence; Compliance with Law.** Each of the Parent and its Subsidiaries (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization under the name (as of the date hereof) set forth in its respective signature line hereto, (b) has the power and authority to own and operate its property, to lease the property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified as a foreign corporation and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, except where the failure to so qualify, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect and (d) is in compliance with all Requirements of Law except to the extent that the failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

**Section 4.4. Organizational Power; Authorization; Enforceable Obligations.** Each Loan Party has the corporate or other applicable organizational power and authority to make, deliver and perform the Loan Documents to which it is a party and, in the case of the Borrower, to borrow hereunder, and has taken all corporate or other applicable organizational action necessary to be taken by it to authorize the execution, delivery and performance of the Loan Documents to which it is a party and in the case of the Borrower, to authorize the Borrowings on the terms and conditions of this Agreement, the Applications and the other Loan Documents. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required to be made or obtained by the Borrower or any other Loan Party in connection with the Borrowings hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any other Loan Documents, except (a) consents and filings which will have been obtained or made and will be in full force and effect on the Closing Date, (b) for filings necessary to perfect Liens created pursuant to the Loan Documents and (c) such consents and filings which, individually or in the aggregate, if not obtained, could not reasonably be expected to have a Material Adverse Effect. This Agreement has been,

and, as of the Closing Date, each other Loan Document will be, duly executed and delivered on behalf of each Loan Party thereto. This Agreement constitutes, and each other Loan Document when executed and delivered will constitute, a legal, valid and binding obligation of each Loan Party thereto, enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

**Section 4.5. No Legal Bar.** The execution, delivery and performance of the Loan Documents, the Borrowings hereunder and the use of the proceeds thereof will not violate any Requirement of Law or Contractual Obligation of the Parent or of any of its Subsidiaries and will not result in, or require, the creation or imposition of any Lien on any of its or their respective properties or revenues pursuant to any such Requirement of Law or Contractual Obligation, other than Liens arising pursuant to the Loan Documents (it being understood that the use of the proceeds of the Borrowings to provide a portion of the funds necessary to purchase any asset with respect to which the remainder of the purchase price is financed by Indebtedness permitted under Sections 7.2(c), 7.2(e) or 7.2(r) that is secured by a Lien on such asset permitted by Sections 7.3(g) or 7.3(h) does not constitute the use of the proceeds of a Borrowing resulting in the creation or imposition of any Lien for purposes of this Section).

**Section 4.6. No Material Litigation.** Except as may be disclosed in the Parent's reports on Form 10-K and Form 10-Q filed with the Securities and Exchange Commission for the periods ended December 25, 2021 and March 26, 2022, respectively, no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by or against the Parent or any of its Subsidiaries or against any of its or their respective properties or revenues (a) with respect to any of the Loan Documents or any of the transactions contemplated hereby or thereby, or (b) which could reasonably be expected to have a Material Adverse Effect.

**Section 4.7. No Default.** Neither the Parent nor any of its Subsidiaries is in default under or with respect to any of its Contractual Obligations in any respect which could reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

**Section 4.8. Ownership of Property; Liens.** Each of the Parent and its Subsidiaries has good record and marketable title in fee simple to, or a valid leasehold interest in, all its real property, and good title to, or a valid leasehold interest in, all its other property, and none of such property is subject to any Lien except as permitted by Section 7.3.

**Section 4.9. Intellectual Property.** The Parent and each of its Subsidiaries owns, or is licensed to use, all trademarks, tradenames, copyrights, technology, know-how and processes necessary for the conduct of its business as currently conducted except for those the failure to own or license which could not reasonably be expected to have a Material Adverse Effect (the "Intellectual Property"). No claim has been asserted and is pending by any Person challenging or questioning the use of any such Intellectual Property or the validity or effectiveness of any such Intellectual Property, nor does the Borrower know of any valid basis for any such claim except for any such claim which could not reasonably be expected to have a Material Adverse Effect. The use of such Intellectual Property by the Parent and its Subsidiaries does not infringe on the rights of any Person, except for such claims and infringements that, in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

**Section 4.10. No Burdensome Restrictions.** No Requirement of Law (but excluding, solely for purposes of this Section 4.10, laws, treaties, rules or regulations applicable generally to businesses of the types conducted by the Parent and its Subsidiaries) or Contractual Obligation of the Parent or any of its Subsidiaries could reasonably be expected to have a Material Adverse Effect.

**Section 4.11. Taxes.** Each of the Parent and its Subsidiaries has filed or caused to be filed all Federal income and other tax returns which, to the knowledge of the Parent or the Borrower, are required to be filed and has paid all taxes shown to be due and payable on said returns or on any assessments (of which notice has been received by it) made against it or any of its property and all other taxes, fees or other charges imposed on it or any of its property by any Governmental Authority (other than any the amount or validity of which are currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of the Parent or its Subsidiaries, as the case may be), except in each case as could not reasonably be expected to have a Material Adverse Effect. No tax Lien has been filed, and, to the knowledge of the Parent or the Borrower, no claim is being asserted, with respect to any such tax, fee or other charge, except in each case as could not reasonably be expected to have a Material Adverse Effect.

**Section 4.12. Federal Regulations.** No part of the proceeds of any Loans will be used for “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 or for any purpose which violates the provisions of the regulations of such Board of Governors.

**Section 4.13. ERISA.** No Reportable Event has occurred during the five-year period prior to the date on which this representation is made or deemed made with respect to any Plan or Multiemployer Plan, no Plan has failed to satisfy the minimum funding standard applicable to such Plan (as determined pursuant to Section 412 of the Code and Section 302 of ERISA) for any plan year during such period, and each Plan, and, to the knowledge of the Borrower, each Multiemployer Plan, has complied in all material respects with the applicable provisions of ERISA and the Code. No termination of a Plan has occurred other than a standard termination pursuant to Section 4041(b) of ERISA, and no Lien in favor of the PBGC or a Plan has arisen, during such five-year period. The present value of all accrued benefits under each Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits. Neither the Borrower nor any Commonly Controlled Entity would become subject to any liability under ERISA if the Borrower or any such Commonly Controlled Entity were to withdraw completely from all Multiemployer Plans as of the valuation date most closely preceding the date on which this representation is made or deemed made, which (in the aggregate with the liabilities which have been incurred with respect to all such withdrawals which have occurred since the Closing Date) would exceed \$10,000,000. No such Multiemployer Plan is Insolvent. Neither the Borrower nor any Commonly Controlled Entity has or could have any obligation to contribute to, or any liability with respect to, any Plan, program or arrangement providing for post-retirement welfare benefits, except as may be required pursuant to Section 4980B of the Code or Section 601 of ERISA.

**Section 4.14. Investment Company Act; Other Regulations.** No Loan Party is an “investment company”, or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended. Except as set forth on Schedule 4.14, the Borrower is not subject to regulation under any Federal or State statute or regulation which limits its ability to incur Indebtedness.

**Section 4.15. Subsidiaries.** The Subsidiaries listed on Schedule 4.15 hereto constitute all the Subsidiaries of the Borrower and the Parent at the date hereof.

**Section 4.16. Purpose of Loans.** The proceeds of the Revolving Credit Borrowings shall be used by the Borrower to provide funding for the general corporate purposes of the Borrower and its Subsidiaries, including working capital.

**Section 4.17. Environmental Matters.** To the knowledge of the Borrower, each of the representations and warranties set forth in paragraphs (a) through (f) of this Section is true and correct, except to the extent that such failures to be so true and correct are disclosed in Schedule 4.17 hereto or would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect:

(a) The facilities and properties owned, leased or operated by the Parent or any of its Subsidiaries (the "Properties") do not contain, and have not previously contained, any Materials of Environmental Concern in amounts or concentrations which (i) constitute or constituted a violation of, or (ii) could reasonably be expected to give rise to liability under, any Environmental Law.

(b) The Properties and all operations at the Properties are in compliance, and have in the last 5 years been in compliance with all applicable Environmental Laws, and there is no contamination at, under or about the Properties or violation of any Environmental Law with respect to the Properties or the business operated by the Parent or any of its Subsidiaries (the "Business").

(c) Neither the Parent nor any of its Subsidiaries has received any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the Business, nor does the Parent or the Borrower have knowledge or reason to believe that any such notice will be received or is being threatened.

(d) Materials of Environmental Concern have not been transported or disposed of from the Properties in violation of, or in a manner or to a location which could reasonably be expected to give rise to liability under, any Environmental Law, nor have any Materials of Environmental Concern been generated, treated, stored or disposed of at, on or under any of the Properties in violation of, or in a manner that could reasonably be expected to give rise to liability under, any applicable Environmental Law.

(e) No judicial proceeding or governmental or administrative action is pending or, to the knowledge of the Parent or the Borrower, threatened, under any Environmental Law to which the Parent or any of its Subsidiaries is or will be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business.

(f) There has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of the Parent or any of its Subsidiaries in connection with the Properties or otherwise in connection with the Business, in violation of or in amounts or in a manner that could reasonably be expected to give rise to liability under Environmental Laws.

**Section 4.18. Anti-Corruption Laws and Sanctions.** The Parent has implemented and maintains in effect policies and procedures designed to ensure compliance by the Parent, its Subsidiaries and their respective directors, officers and employees with Anti-Corruption Laws (to the extent applicable to any material portion of the business or operations of the Parent or any of its Subsidiaries) and applicable Sanctions. The Parent and its Subsidiaries have either (i) implemented and

maintain in effect policies and procedures designed to ensure compliance by their respective Landstar Agents with Anti-Corruption Laws and applicable Sanctions or (ii) entered into contractual arrangements with such Landstar Agents requiring compliance by such Landstar Agents with Anti-Corruption Laws and applicable Sanctions. The Parent and its Subsidiaries and, to the knowledge of each Loan Party, the directors, officers, employees and Landstar Agents of the Parent and its Subsidiaries are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of the Parent, any Subsidiary of the Parent, any of their respective directors, officers and employees nor, to the knowledge of each Loan Party, any Landstar Agent is a Sanctioned Person. The Borrower will not knowingly use, directly or indirectly, any Borrowing or Letter of Credit, or the proceeds of any thereof, in any manner that will violate any Anti-Corruption Law in any material respect or any applicable Sanctions.

**Section 4.19. Affected Financial Institutions.** No Loan Party is an Affected Financial Institution.

## ARTICLE V. CONDITIONS PRECEDENT

**Section 5.1. Conditions to Effectiveness.** The effectiveness of this Agreement, and the obligations of the Lenders to make any Loans or issue or extend any Letters of Credit on and after the Closing Date, are subject to the satisfaction, as of the Closing Date, of the following conditions precedent:

(a) **Loan Documents.** The Administrative Agent shall have received (i) this Agreement, executed and delivered by duly authorized officers of the Borrower, the Parent, and the Subsidiary Guarantors, with a counterpart for each Lender, (ii) each of the Notes in favor of the various Lenders requesting the same, executed and delivered by a duly authorized officer of the Borrower, with one original of each Note, and (iii) a Subsidiaries Guarantee Supplement, in the form of Exhibit A to the Subsidiaries Guarantee, pursuant to which Landstar Investment Holdco, LLC shall become a Subsidiary Guarantor, executed and delivered by the duly authorized officers of the parties thereto, with a counterpart or a conformed copy for each Lender.

(b) **Closing Certificate.** The Administrative Agent shall have received a certificate of the Borrower, dated the Closing Date, substantially in the form of Exhibit D, executed by any Vice President of the Borrower.

(c) **Corporate Proceedings of the Borrower.** The Administrative Agent shall have received a copy of the resolutions, in form and substance reasonably satisfactory to the Administrative Agent, of the Board of Directors of the Borrower authorizing (i) the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party and (ii) the Borrowings contemplated hereunder, certified by the Secretary or an Assistant Secretary of the Borrower as of the Closing Date, which certificate shall be in form and substance reasonably satisfactory to the Administrative Agent and shall state that the resolutions thereby certified have not been amended, modified, revoked or rescinded.

(d) **Borrower Incumbency Certificate.** The Administrative Agent shall have received a certificate of the Borrower, dated the Closing Date, as to the incumbency and signature of the officers of the Borrower executing any Loan Document reasonably satisfactory in form and substance to the Administrative Agent, executed by the President or any Vice President and the Secretary or any Assistant Secretary of the Borrower.

(e) Corporate Proceedings of the Parent. The Administrative Agent shall have received a copy of the resolutions, in form and substance reasonably satisfactory to the Administrative Agent, of the Board of Directors of the Parent authorizing the execution, delivery and performance of this Agreement and the other Loan Documents to which the Parent is a party, certified by the Secretary or an Assistant Secretary of the Parent as of the Closing Date, which certificate shall be in form and substance reasonably satisfactory to the Administrative Agent and shall state that the resolutions thereby certified have not been amended, modified, revoked or rescinded.

(f) Parent Incumbency Certificate. The Administrative Agent shall have received a certificate of the Parent, dated the Closing Date, as to the incumbency and signature of the officers of the Parent executing this Agreement and any other Loan Document reasonably satisfactory in form and substance to the Administrative Agent, executed by the President or any Vice President and the Secretary or any Assistant Secretary of the Parent.

(g) Corporate or Other Organizational Proceedings of Subsidiary Guarantors. The Administrative Agent shall have received a copy of the resolutions or consents, as applicable, in form and substance reasonably satisfactory to the Administrative Agent, of the Board of Directors or other managing board or comparable body of each Subsidiary Guarantor authorizing the execution, delivery and performance of the Loan Documents to which it is a party, certified by the Secretary or an Assistant Secretary or other authorized representatives of each such Subsidiary Guarantor as of the Closing Date, which certificate shall be in form and substance reasonably satisfactory to the Administrative Agent and shall state that the resolutions or consents, as applicable, thereby certified have not been amended, modified, revoked or rescinded.

(h) Subsidiary Guarantor Incumbency Certificates. The Administrative Agent shall have received a certificate of each Subsidiary Guarantor, dated the Closing Date, as to the incumbency and signature of the officers or other authorized representatives of such Subsidiary Guarantors, reasonably satisfactory in form and substance to the Administrative Agent, executed by the President or any Vice President and the Secretary or any Assistant Secretary or other authorized representatives of each such Subsidiary Guarantor.

(i) Corporate and Other Organizational Documents. The Administrative Agent shall have received (i) certificates in respect of each Loan Party evidencing its good standing under the laws of its jurisdiction of organization and (ii) true and complete copies of the certificate or articles of incorporation, by-laws, limited liability company or partnership agreement, or other organizational documents of each Loan Party, certified as of the Closing Date as complete and correct copies thereof by the Secretary or an Assistant Secretary or other authorized representative of such Loan Party.

(j) Fees and Expenses; Existing Obligations. (i) The Administrative Agent and the Lenders shall have received the fees and expenses (to the extent invoices for such expenses have been presented at least one (1) Business Day before the Closing Date) to be received on the Closing Date as separately agreed between the Administrative Agent and the Borrower (ii) the Administrative Agent shall have received, for the ratable account of each "Lender" under the Existing Credit Agreement, all accrued and unpaid commitment fees, letter of credit fees and interest owing thereunder immediately prior to the effectiveness of this Agreement.

(k) Legal Opinions. The Administrative Agent shall have received executed legal opinions addressed to the Administrative Agent and the Lenders from the following counsel:

- (i) Debevoise & Plimpton LLP, New York counsel to the Borrower and the other Loan Parties;



- (ii) Michael Kneller, general counsel of the Borrower and the other Loan Parties;
- (iii) Maples Group, Cayman Islands counsel to the Borrower and certain other Loan Parties; and
- (iv) Richards, Layton & Finger, P.A., Delaware counsel to the Borrower and certain other Loan Parties.

Each such legal opinion shall cover such matters as to the respective Loan Parties and with respect to the transactions contemplated by this Agreement as the Administrative Agent may reasonably require.

(l) Insurance. The Administrative Agent shall have received evidence reasonably satisfactory to it as to the adequacy of the insurance program of the Loan Parties and that each Loan Party has obtained the insurance coverage required by Section 6.5 hereof.

(m) Financial Statements. The Borrower shall have delivered to the Administrative Agent and the Lenders, to the extent not publicly available, (i) the Parent's audited annual financial statements for the fiscal years ended December 28, 2019, December 26, 2020, and December 25, 2021, (ii) the Parent's unaudited quarterly financial statements for the fiscal quarter ended March 26, 2022, and (iii) consolidated financial projections for the Parent through the Parent's 2025 fiscal year.

(n) Consents, etc. The Administrative Agent shall have received copies of any consents, approvals, authorizations, registrations, or filings required to be made or obtained by any of the Loan Parties in connection with the transactions contemplated by this Agreement.

(o) KYC Requirements, Etc. (i) The Administrative Agent shall have received, at least two (2) Business Days prior to the Closing Date, all documentation and other information regarding the Loan Parties requested in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, to the extent requested in writing of the Borrower at least ten (10) Business Days prior to the Closing Date and (ii) to the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, at least two (2) Business Days prior to the Closing Date, any Lender that has requested, in a written notice to the Borrower at least ten (10) Business Days prior to the Closing Date, a Beneficial Ownership Certification in relation to the Borrower shall have received such Beneficial Ownership Certification (provided that, upon the execution and delivery by such Lender of its signature page to this Agreement, the condition set forth in this clause (ii) shall be deemed to be satisfied).

For purposes of determining the satisfaction of the conditions specified in this Section 5.1, each Lender that has signed this Agreement shall be deemed to have accepted, approved or be satisfied with each document or other matter required by this Section 5.1 to be accepted or approved by, or satisfactory to, the Lenders, unless an officer of the Administrative Agent responsible for the matters described in this Section 5.1 shall have received written notice from such Lender prior to the proposed Closing Date specifying such Lender's objection thereto.

**Section 5.2. Conditions to Each Extension of Credit.** The agreement of each Lender to make any Loans, and of any Issuing Lender to issue, renew, extend or increase any Letter of Credit, on the Closing Date or on any subsequent date, is subject to the satisfaction of the following conditions precedent:

(a) **Representations and Warranties.** Each of the representations and warranties made by the Loan Parties in or pursuant to the Loan Documents shall be true and correct in all material respects (or in all respects in the case of any representation or warranty qualified by materiality or Material Adverse Effect) on and as of such date as if made on and as of such date (or, if stated to relate to an earlier date, as of such earlier date).

(b) **No Default.** No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the Loans requested to be made and/or Letters of Credit requested to be issued, increased or renewed on such date.

Each Borrowing and each issuance, renewal, extension or increase of a Letter of Credit by or for the account of the Borrower or any Subsidiary Guarantor hereunder shall constitute a representation and warranty by the Borrower as of the date of such Loan or issuance, renewal, extension or increase of such Letter of Credit that the conditions contained in this Section 5.2 have been satisfied.

## ARTICLE VI. AFFIRMATIVE COVENANTS

Each of the Parent and the Borrower hereby agrees that, so long as any Revolving Credit Commitments remain in effect, any Letter of Credit remains outstanding, or any Loan, L/C Obligations or any other Obligation is owing to any Lender, any Issuing Lender or the Administrative Agent hereunder, the Parent and the Borrower shall and, in the case of the agreements set forth in Sections 6.3, 6.4, 6.5, 6.6 and 6.8, shall cause each of its Subsidiaries to:

**Section 6.1. Financial Statements.** Furnish to the Administrative Agent for prompt further distribution to each Lender:

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of the Parent, a copy of the consolidated balance sheet and the related consolidating balance sheet information, to be provided on a combined basis for the Guarantors and for the Subsidiaries that are not Guarantors of the Parent and its consolidated Subsidiaries as at the end of such year, and the related consolidated statements of income, changes in shareholders equity, and cash flows for such year and the related consolidating information for such statements of income and cash flows for such year, to be provided on a combined basis for the Guarantors and for the Subsidiaries that are not Guarantors, setting forth in the case of the consolidated balance sheets and the consolidated statements of income, changes in shareholders equity and cash flows, comparative figures for the previous year, reported on, in the case of the consolidated financial statements, without a “going concern” or like qualification or exception, or qualification arising out of the scope of the audit, by KPMG LLP or other independent certified public accountants of nationally recognized standing; and

(b) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each fiscal year of the Parent, a copy of the unaudited consolidated balance sheet and the related consolidating balance sheet information, to be provided on a combined basis for the Guarantors and for the Subsidiaries that are not Guarantors of the Parent and its consolidated Subsidiaries as at the end of such quarter, and the related unaudited consolidated statements of income, changes in shareholders equity, and cash flows of the Parent and its consolidated Subsidiaries for such quarter and the related consolidating information for such statements of income and cash flows for such year, to be provided on a combined basis for the Guarantors and for the Subsidiaries that are not Guarantors and the portion of the fiscal year through the end of such quarter, setting forth in the case of the consolidated balance sheets and consolidated statements of income and cash flows, comparative figures for the previous year, certified by a Responsible Officer as being fairly stated in all material respects (subject to normal year-end audit adjustments);

all of which financial statements and related information shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP (except, in the case of the financial statements referred to in subparagraph (b), such financial statements need not contain footnotes) applied consistently throughout the periods reflected therein and with prior periods (except as approved by such accountants or officer, as the case may be, and disclosed therein). The parties to this Agreement acknowledge that the Parent's public filing of its consolidated financial statements described in paragraphs (a) and (b) above with the SEC on Forms 10-K and 10-Q, as applicable, shall satisfy the requirements of this Section 6.1 with respect to the furnishing of such consolidated financial statements, and shall be deemed to have been furnished on the date such consolidated financial statements have been posted on the SEC website and are publicly accessible through <http://www.sec.gov/edgar/searchedgar/webusers.htm> or such successor webpage of the SEC thereto.

**Section 6.2. Certificates; Other Information.** Furnish to each Lender:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.1(a) and 6.1(b) or the public filing by the Parent of Forms 10-K and 10-Q with the SEC, a certificate of a Responsible Officer stating that, to such Responsible Officer's knowledge, each of the Parent and the Borrower during such period has observed or performed all of its covenants and other agreements contained in this Agreement and the other Loan Documents to which it is a party to be observed or performed by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate, and setting forth in reasonable detail computations of compliance with the provisions of Section 7.1 (including, without limitation, any reconciliation of such financial statements with generally accepted accounting principles as utilized in preparing the audited financial statements delivered pursuant to the first sentence of Section 4.1);

(b) within five days after the same are sent, copies of all financial statements and reports which the Parent or the Borrower sends to its stockholders, and within five days after the same are filed, copies of all financial statements and reports which the Parent or the Borrower may make to, or file with, the Securities and Exchange Commission or any successor or analogous Governmental Authority (with the Parent's public filing of such financial statements and reports with the SEC satisfying the requirements of this Section 6.2(b) with respect to the furnishing of such financial statements and reports, and shall be deemed to have been furnished on the date such filing has been made and posted on the SEC website and publicly accessible through <http://www.sec.gov/edgar/searchedgar/webusers.htm> or such successor webpage of the SEC thereto); and

(c) promptly, such additional financial and other information as the Administrative Agent may from time to time reasonably request.

The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of any of the documents referred to in Section 6.1 or 6.2, and in any event shall have no responsibility to monitor compliance by the Borrower with any such request by a Lender for delivery, and each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such document to it and maintaining its copies of such documents.

**Section 6.3. Payment of Obligations.** Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the Parent or its Subsidiaries, as the case may be, or except to the extent that failure to do so, in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

**Section 6.4. Conduct of Business and Maintenance of Existence.** Continue to engage in business of the same general type as now conducted by it (except that the Insurance Subsidiary shall be permitted to engage in the Insurance Subsidiary Business, Parent, the Borrower, the Subsidiaries and the Receivables SPV shall be permitted to engage in Permitted Receivables Transactions and the Borrower and its Subsidiaries, including the Operator Financing Subsidiary and the Financing Vehicle, as the case may be, shall be permitted to engage in the Operator Financing Program and the various other activities related thereto, in each case, subject to the applicable terms and conditions of Article VII) and preserve, renew and keep in full force and effect its corporate existence and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business except as otherwise permitted pursuant to Section 7.5; and comply with all Contractual Obligations and Requirements of Law except to the extent that failure to comply therewith could not, in the aggregate, be reasonably expected to have a Material Adverse Effect.

**Section 6.5. Maintenance of Property; Insurance.** Keep all property useful and necessary in its business in good working order and condition; maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks (but including in any event public liability) as are usually insured against in the same general area by companies engaged in the same or a similar business, including, without limitation, insurance covering comprehensive general liability, automobile liability, workers' compensation claims and employer's liability; provided that the Parent, the Borrower and any Subsidiary may self-insure against any risk required to be insured pursuant to this Section 6.5 in an aggregate amount of up to \$35,000,000 per occurrence (which the Borrower may allocate among separate tiers or layers of insurance coverage); provided, further, that in the event that the Parent or any of its Subsidiaries self-insures against any risks required to be insured against pursuant to this Section 6.5 in an aggregate amount in excess of the \$35,000,000 per occurrence of self-insurance described in the preceding proviso, such additional self-insurance shall be in amounts satisfactory to the Administrative Agent; and furnish to each Lender, upon written request, full information as to the insurance carried.

**Section 6.6. Inspection of Property; Books and Records; Discussions.** Keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities; and permit representatives of the Administrative Agent (acting on its own or at the request of any Lender) to visit and inspect any of its properties and examine and make abstracts from any of its books and records at any reasonable time and as often as may reasonably be requested and to discuss the business, operations, properties and financial and other condition of the Parent and its Subsidiaries with officers and employees of the Parent and its Subsidiaries and with its independent certified public accountants.

**Section 6.7. Notices.** Promptly after a Responsible Officer of the Borrower has obtained knowledge thereof, give notice to the Administrative Agent and each Lender of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any material Contractual Obligation of the Parent or any of its Subsidiaries or (ii) litigation, investigation or proceeding which may exist at any time between the Parent or any of its Subsidiaries and any Governmental Authority, which in the case of clause (i) or (ii) immediately above, if not cured or if adversely determined, as the case may be, could reasonably be expected to have a Material Adverse Effect;

(c) any litigation or proceeding affecting the Parent or any of its Subsidiaries in which (i) the amount involved could reasonably be expected to result in liability net of applicable insurance or reinsurance in excess of \$50,000,000 or (ii) injunctive or similar relief is sought which could reasonably be expected to be granted and have a Material Adverse Effect;

(d) the following events, as soon as possible and in any event within 30 days after the Parent or the Borrower knows or has reason to know thereof: (i) the occurrence or expected occurrence of any Reportable Event with respect to any Plan; a failure to make any required contribution to a Plan which failure is sufficient to result in the imposition of a Lien on any property of the Borrower pursuant to Section 303(k) of ERISA or Section 430(k) of the Code, the creation of any Lien in favor of the PBGC, Multiemployer Plan or a Plan or any withdrawal from, or the termination, or Insolvency of, any Multiemployer Plan or (ii) the institution of proceedings or the taking of any other action by the PBGC or the Borrower or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the terminating, Insolvency of, any Plan or Multiemployer Plan other than a standard termination of a Plan pursuant to Section 4041(b) of ERISA; and

(e) any development or event which could reasonably be expected by the Parent or any of its Subsidiaries to have a Material Adverse Effect.

Each notice pursuant to this subsection shall be accompanied by a written statement of a Responsible Officer (x) indicating that such notice is being delivered pursuant to Sections 6.7(a), (b), (c), (d) or (e) (as applicable) and (y) setting forth details of the occurrence referred to therein and stating what action the Borrower proposes to take with respect thereto.

#### **Section 6.8. Environmental Laws.**

(a) Comply with, and ensure compliance by all tenants, subtenants, agents and subcontractors, if any, with, all applicable Environmental Laws and obtain and comply in all material respects with and maintain, and ensure that all tenants, subtenants, agents and subcontractors obtain and comply in all material respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws except to the extent that failure to do so could not be reasonably expected to have a Material Adverse Effect.

(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply in all material respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws except to the extent that the same are being contested in good faith by appropriate proceedings and the pendency of such proceedings could not be reasonably expected to have a Material Adverse Effect.

**Section 6.9. Additional Subsidiaries.** Within forty- five (45) days (or such longer period as the Administrative Agent may agree in writing in its discretion) after the creation, formation or acquisition of any Subsidiary (other than an Excluded Subsidiary), cause such Subsidiary to promptly execute a supplement pursuant to which such Subsidiary becomes a party to the Subsidiaries Guarantee. Any such supplement shall be accompanied by evidence of organizational authorization for the execution and delivery thereof and opinions of counsel for the respective Loan Parties that are parties thereto with respect to the authorization, execution, and enforceability thereof, all in form and substance reasonably satisfactory to the Administrative Agent.

**Section 6.10. Anti-Corruption Laws and Sanctions.** The Parent will maintain in effect and enforce (a) policies and procedures designed to ensure compliance by the Parent, its Subsidiaries and their respective directors, officers and employees with Anti-Corruption Laws (to the extent applicable to any material portion of the business or operations of the Parent or any of its Subsidiaries) and applicable Sanctions and (b) either (i) policies and procedures designed to ensure compliance by Landstar Agents with Anti-Corruption Laws and applicable Sanctions or (ii) contractual arrangements with such Landstar Agents requiring compliance by such Landstar Agents with Anti-Corruption Laws and applicable Sanctions. The Borrower will not knowingly directly or indirectly use, or suffer the use by the Parent or any of its Subsidiaries of, any Borrowing or Letter of Credit, or the proceeds of any thereof, in any manner that will violate any Anti-Corruption Law in any material respect or Sanctions applicable to any party hereto.

## ARTICLE VII. NEGATIVE COVENANTS

Each of the Parent and the Borrower hereby agrees that, so long as any Revolving Credit Commitments remain in effect, any Letter of Credit remains outstanding, or any Loans, L/C Obligations or other Obligations are owing to any Lender, any Issuing Lender, or the Administrative Agent hereunder, each of the Parent and the Borrower shall not, and shall not permit any of its Subsidiaries (other than in the case of Section 7.8) to, directly or indirectly:

### Section 7.1. Financial Condition Covenants.

(a) Total Indebtedness to Consolidated EBITDA. Permit the ratio (the "Leverage Ratio") of (i) Total Indebtedness as of the last day of any fiscal quarter of the Parent, to (ii) Consolidated EBITDA for the period of four consecutive fiscal quarters of the Parent then ended, to be greater than 3.00 to 1.00.

(b) Fixed Charge Coverage. Permit as of the last day of any fiscal quarter of the Parent, the ratio of (i) Consolidated EBITDA for the period of four consecutive fiscal quarters then ended, minus the amount of expenditures during such period in respect of the purchase or other acquisition of fixed or capital assets that are not made with Indebtedness described in Section 7.2(c) to (ii) the sum of Consolidated Interest Expense for such period, plus all principal installments due during such period with respect to Financing Leases, to be less than 2.00 to 1.00.

**Section 7.2. Limitation on Indebtedness.** Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness of the Parent and any of its Subsidiaries under this Agreement and the other Loan Documents;

(b) Indebtedness of the Borrower to any Subsidiary and of any Subsidiary Guarantor to the Borrower or any other Subsidiary;

(c) Indebtedness of the Borrower and any of its Subsidiaries incurred to finance any acquisition of fixed or capital assets (whether pursuant to a loan, a Financing Lease or otherwise); provided that, the principal amount of such Indebtedness does not exceed the aggregate purchase price of such property at the time it was acquired, and renewals, extensions and refinancings of such Indebtedness, provided that the amount of such Indebtedness outstanding at the time of such renewal, extension or refinancing is not increased;

(d) Indebtedness outstanding on the date hereof and listed on Schedule 7.2 and renewals, extensions and refinancings thereof; provided that, the amount of such Indebtedness outstanding at the time of such renewal, extension or refinancing is not increased;

(e) Indebtedness of a Person that becomes a Subsidiary of the Borrower after the date hereof, Indebtedness secured by property or assets acquired by any Subsidiary after the date hereof, Indebtedness assumed in connection with acquisitions of assets permitted by Section 7.10(g) and any Indebtedness incurred to refinance any such Indebtedness previously referred to in this Section 7.2(e); provided that, (i) such Indebtedness existed at the time such Person became a Subsidiary or such property or assets were acquired, as the case may be, and was not created in anticipation thereof or such Indebtedness is created to refinance any such existing Indebtedness and does not increase the outstanding principal amount thereof, (ii) any such refinanced Indebtedness is payable with interest and fees at rates consistent with those prevailing in the relevant market at the time of issuance (as determined in good faith by the Borrower), (iii) the other terms and conditions of any such refinanced Indebtedness referred to in this paragraph, taken as a whole, including, without limitation, the covenants, default provisions and representations and warranties, are not more restrictive than the terms and conditions of this Agreement (as determined in good faith by the Borrower); provided that, nothing in this Section 7.2(e) shall be deemed to prevent such Indebtedness from being secured by Liens permitted by Section 7.3(g), and (iv) immediately after giving effect to the acquisition of such Person, property or assets or such refinancing, as the case may be, no Default or Event of Default shall have occurred and be continuing;

(f) Indebtedness of the Parent, the Borrower or any Subsidiary under any Interest Rate Protection Agreement, Commodity Price Protection Agreement or Exchange Rate Protection Agreement permitted pursuant to Section 7.10;

(g) Indebtedness of the Parent to the Borrower or any of its Subsidiaries incurred to purchase, repurchase, redeem or retire the Parent's Capital Stock, which Indebtedness is incurred when no Default or Event of Default has occurred and is continuing or would result therefrom and such purchase, repurchase, redemption or retirement is made in compliance with Section 7.8(h);

(h) so long as no Default or Event of Default shall have occurred and be continuing, Indebtedness of the Parent to the Borrower or any of its Subsidiaries incurred to cover reasonable and necessary expenses incurred by the Parent in connection with registration, public offerings and exchange listing of securities;

(i) Indebtedness of the Parent to the Borrower and its Subsidiaries in an amount sufficient to pay tax liabilities of the Parent which are paid in cash by the Parent to any taxing authority and which are franchise tax liabilities or other tax liabilities required to be paid to maintain its existence or which are attributable to income, business, properties or activities of, or distribution of earnings by, the Parent or its Subsidiaries; provided that, the Parent shall repay such Indebtedness upon receipt of any refunds of such tax payments in an amount equal to such refunds;

(j) Indebtedness of the Parent to the Borrower and its Subsidiaries (in addition to Indebtedness otherwise permitted by this Section 7.2) incurred to pay expenses in the ordinary course of business;

(k) Indebtedness of the Parent to the Borrower and its Subsidiaries incurred to pay premiums to insurance companies for directors' and officers' insurance with respect to the Parent;

(l) Indebtedness of the Parent to the Borrower and its Subsidiaries incurred to pay for the printing and distribution of financial reports of the Parent, proxy solicitations and other communications with shareholders of the Parent and for filings with the Securities and Exchange Commission and costs directly related to the annual meeting of shareholders of the Parent;

(m) Indebtedness of the Parent to the Borrower and its Subsidiaries incurred to pay directors' fees and expenses to directors of the Parent;

(n) Indebtedness of the Parent to the Borrower and its Subsidiaries incurred to pay fees owed by the Parent to its transfer agent;

(o) Indebtedness of the Parent to the Borrower and its Subsidiaries, the proceeds of which are used to pay fees to the Parent's independent auditors, tax advisors and outside attorneys in the ordinary course of business;

(p) Indebtedness incurred to exercise purchase options under leases (other than Financing Leases and Short Term Leases) for tractors, trailers and related equipment which leases are assumed or acquired subsequent to the Closing Date in connection with Permitted Acquisitions; provided that, (i) such Indebtedness is payable with interest and fees at rates consistent with those prevailing in the relevant market at the time of issuance (as determined in good faith by the Borrower), (ii) the other terms and conditions of such Indebtedness, taken as a whole, including, without limitation, the covenants, default provisions and representations and warranties, are not more restrictive than the terms and conditions of this Agreement (as determined in good faith by the Borrower); provided that, nothing in this clause shall be deemed to prevent such Indebtedness from being secured by Liens permitted by Section 7.3(h), and (iii) immediately after giving effect to the exercise of such purchase option, no Default or Event of Default shall have occurred and be continuing;

(q) Account Receivable Indebtedness of the Parent or any of its Subsidiaries not exceeding \$400,000,000 in an aggregate principal amount at any one time outstanding;

(r) Indebtedness of any Receivables SPV arising out of any investment in such Receivables SPV made by the Parent, the Borrower or any Subsidiary of the Borrower in accordance with Section 7.10(q);

(s) Indebtedness of any Subsidiary that is not a Loan Party to any Loan Party or to another Subsidiary that is not a Loan Party, in each case incurred in connection with a loan, advance or investment permitted by Section 7.10(r);

(t) Indebtedness of the Insurance Subsidiary with respect to letters of credit issued for its account and secured by Liens as permitted in Section 7.3(k);

(u) Guarantee Obligations constituting Indebtedness that are otherwise permitted in Section 7.4;

(v) Indebtedness in the form of lease liabilities under sale and leaseback transactions permitted by Section 7.13; and



(w) Outstanding Permitted Line of Credit Indebtedness, Permitted Specified Additional Debt, and other unsecured (or, to the extent permitted by Section 7.3(m), secured) Indebtedness of the Parent or any of its Subsidiaries not described in clauses (a) through (v) above; provided that, after giving effect to any such Indebtedness pursuant to this clause (w), the Borrower shall be in compliance, on a pro forma basis, with the Leverage Ratio specified in Section 7.1(a) (calculated as at the end of the most recently ended fiscal quarter of the Parent for which financial statements have been delivered pursuant to Section 6.1(a) or (b) (or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 6.1(a) or (b), the most recent financial statements referred to in Section 5.1(m)), as if such Indebtedness had been incurred on the first day of the four fiscal quarter period ended with such most recently ended fiscal quarter).

**Section 7.3. Limitation on Liens.** Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, except for:

(a) Liens for taxes which are not yet delinquent or which are being contested in good faith by appropriate proceedings or with respect to which the failure to pay could not reasonably be expected to have a Material Adverse Effect, provided that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with GAAP;

(b) carriers' warehousemen's, mechanics' materialmen's, repairmen's, supplier's, or other Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or which are being contested in good faith by appropriate proceedings;

(c) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and deposits securing liability to insurance carriers under insurance or self-insurance arrangements;

(d) deposits to secure the performance of bids, trade contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(e) easements, rights-of-way, restrictions and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or such Subsidiary;

(f) Liens in existence on the date hereof listed on Schedule 7.3, securing Indebtedness permitted by Section 7.2(d); provided that, no such Lien is spread to cover any additional property after the Closing Date and that the amount of Indebtedness secured thereby is not increased;

(g) Liens securing Indebtedness of the Borrower and its Subsidiaries permitted by Section 7.2(c) incurred to finance or refinance the acquisition of fixed or capital assets, provided that (i) such Liens shall be created substantially simultaneously with the acquisition or refinancing of such fixed or capital assets, (ii) such Liens do not at any time encumber any property other than the property financed or refinanced by such Indebtedness, (iii) the amount of Indebtedness secured thereby is not increased and (iv) the principal amount of Indebtedness secured by any such Lien shall at no time exceed the aggregate purchase price of such property at the time it was acquired;

(h) Liens securing Indebtedness permitted by Sections 7.2(e) and (p) on the property or assets of a corporation which becomes a Subsidiary after the date hereof, on property or assets acquired by any Subsidiary after the date hereof, on assets acquired as permitted by Section 7.10(g) and on assets previously the subject of leases referred to in Section 7.2(p); provided that, (i) such Liens existed at the time such corporation became a Subsidiary or such property or assets were acquired, as the case may be, and were not created in anticipation thereof or, as the case may be, are created at the time such Indebtedness is assumed or created, (ii) no such Lien is spread to cover any additional property or assets, and (iii) the amount of Indebtedness secured thereby is not increased;

(i) Liens of landlords or of mortgagees of landlords arising solely by operation of law, on fixtures located on premises leased in the ordinary course of business, provided that the rental payments secured thereby are not yet due;

(j) any attachment, judgment or similar Lien, unless the writ or judgment or other process it secures shall not, within 60 days after the entry thereof, have been discharged or execution thereof stayed pending appeal, or shall not have been discharged within 60 days after the expiration of any such stay;

(k) Liens on the property or assets of the Insurance Subsidiary securing the payment of claims in the aggregate amount of not more than \$200,000,000 at any time;

(l) Liens securing Account Receivable Indebtedness of the Borrower and its Subsidiaries permitted by Section 7.2(q); provided that, such Liens attach only to the accounts receivable that are the subject of such Indebtedness and to the stock of the Receivables SPV;

(m) Liens securing any Indebtedness permitted by Section 7.2(w) in an aggregate amount not to exceed at any time the greater of (i) \$200,000,000 and (ii) 33% of Consolidated EBITDA; provided that, pari passu Liens on the assets subject thereto are also created to secure the obligations and liabilities of the Loan Parties hereunder and under the other Loan Documents, so that such Indebtedness is secured equally and ratably with the Loans, the L/C Obligations, and other obligations and liabilities of the Loan Parties under this Agreement and the other Loan Documents; and

(n) Liens securing any Indebtedness incurred by a Subsidiary that is not Loan Party to another Subsidiary that is not a Loan Party.

**Section 7.4. Limitation on Guarantee Obligations.** Create, incur, assume or suffer to exist any Guarantee Obligation except:

(a) Guarantee Obligations in existence on the date hereof and listed on Schedule 7.4;

(b) the Guarantees and Reimbursement Obligations;

(c) Guarantee Obligations entered into in the ordinary course of business of any obligations (including Financing Leases and operating leases) of the Borrower or any Subsidiary Guarantor;

(d) Guarantee Obligations of the Borrower and any of its Subsidiaries of loans or advances to employees for moving, relocation, travel and entertainment expenses, drawing accounts and similar expenditures made in the ordinary course of business and in an aggregate amount not exceeding, when added to loans and advances at any time outstanding pursuant to Section 7.10(c), \$15,000,000 outstanding at such time;

(e) Guarantee Obligations in respect of Interest Rate Protection Agreements, Commodity Price Protection Agreements and Exchange Rate Protection Agreements to the extent permitted pursuant to Section 7.10;

(f) Guarantee Obligations of the Parent, the Borrower or any Subsidiary of the Parent in respect of loans made pursuant to the Operator Financing Program; provided that, such Guarantee Obligations do not, in the aggregate, exceed \$60,000,000 at any one time outstanding;

(g) Guarantee Obligations of the Parent of the performance of obligations of the Borrower or any of its Subsidiaries under Contractual Obligations in existence at the time of any Permitted Acquisition and not created in anticipation thereof under which the Borrower or such Subsidiary becomes obligated as a result of such Permitted Acquisition;

(h) Guarantee Obligations relating to obligations of any kind of the Borrower, the Parent, or any of the Parent's Subsidiaries that are not prohibited by this Agreement;

(i) Guarantee Obligations of the Insurance Subsidiary relating to letters of credit issued for the payment of insurance claims; and

(j) other Guarantee Obligations incurred after the Closing Date in an aggregate amount not to exceed the greater of (i) \$25,000,000 and (ii) 4% of Consolidated EBITDA at any one time outstanding.

**Section 7.5. Limitation on Fundamental Changes.** Enter into any merger, consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or convey, sell, lease, assign, transfer or otherwise dispose of, all or substantially all of its property, business or assets, or make any material change in its present method of conducting business, except:

(a) any Subsidiary of the Borrower may be merged or consolidated with or into the Borrower (provided that the Borrower shall be the continuing or surviving corporation) or with or into any one or more wholly owned Subsidiaries of the Borrower (provided that the wholly owned Subsidiary or Subsidiaries shall be the continuing or surviving corporation and provided, further, that if any of such Subsidiaries is a Subsidiary Guarantor, the surviving corporation shall be a Subsidiary Guarantor);

(b) any wholly owned Subsidiary may sell, lease, transfer or otherwise dispose of any or all of its assets (upon voluntary liquidation or otherwise) to the Borrower or any other wholly owned Subsidiary of the Borrower; and

(c) the Parent may be merged or consolidated with or into the Borrower or the Borrower may be merged or consolidated with or into the Parent (provided that if the Parent shall be the continuing or surviving corporation, it shall have assumed all of the Borrower's obligations hereunder pursuant to an agreement satisfactory in form and substance to the Administrative Agent).

**Section 7.6. Limitation on Sale of Assets.** Convey, sell, lease, assign, transfer or otherwise dispose of any of its property, business or assets (including, without limitation, receivables and leasehold interests), whether now owned or hereafter acquired, or, in the case of any Subsidiary, issue or sell any shares of such Subsidiary's Capital Stock to any Person other than the Borrower or any wholly owned Subsidiary, except:

(a) the sale or other disposition of obsolete or worn out property in the ordinary course of business;

(b) the sale or other disposition of any property, provided that (other than inventory and other than dispositions permitted by Section 7.6(a) or (d)) the aggregate book value of all assets so sold or disposed of in any period of twelve consecutive months shall not exceed 10% of Consolidated Total Assets of the Borrower and its Subsidiaries as at the beginning of such twelve-month period;

(c) the sale of inventory in the ordinary course of business;

(d) the sale or discount without recourse of accounts receivable which are overdue for more than 60 days arising in the ordinary course of business in connection with the compromise or collection thereof;

(e) as permitted by Section 7.5(b);

(f) the sale, lease, assignment, transfer or other disposition of accounts receivable in connection with any Account Receivable Indebtedness permitted pursuant to Section 7.2(q);

(g) the sale (without recourse to the Operator Financing Subsidiary or the Financing Vehicle, as the case may be) of loans made pursuant to the Operator Financing Program by the Operator Financing Subsidiary or the Financing Vehicle, as the case may be, to Persons other than the Parent and its Subsidiaries or to the Insurance Subsidiary or the Offshore Joint Venture to the extent (and only to the extent) such purchase by the Insurance Subsidiary or the Offshore Joint Venture, as the case may be, would constitute a Permitted Insurance Company Investment; and

(h) the sale, or the sale and leaseback of all, or any portion, of the real and personal property of the Borrower and its Subsidiaries, referred to in the proviso to Section 7.13.

**Section 7.7. [Reserved].**

**Section 7.8. Limitation on Dividends.** Declare or pay any dividend (other than dividends payable solely in common stock of the Borrower or the Parent) on, or make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, defeasance, retirement or other acquisition of, any shares of any class of Capital Stock of the Borrower or the Parent, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of the Parent, the Borrower or any Subsidiary except that:

(a) the Borrower may pay cash dividends to the Parent in an amount sufficient to pay tax liabilities of the Parent which are paid in cash by the Parent to any taxing authority and which are franchise tax liabilities or other tax liabilities required to be paid to maintain its existence or which are attributable to income, business, properties or activities of or distribution of earnings by, the Parent or its Subsidiaries; provided that, the Parent shall contribute to the Borrower the amount of any refunds of such tax payments upon receipt thereof;

(b) the Borrower may pay cash dividends to the Parent to enable the Parent to pay premiums to insurance companies for directors' and officers' insurance with respect to the Parent;

(c) the Borrower may pay cash dividends to the Parent to enable the Parent to pay for the printing and distribution of financial reports of the Parent, proxy solicitations and other communications with shareholders of the Parent and for filings with the Securities and Exchange Commission and costs directly related to the annual meeting of shareholders of the Parent;

- (d) the Borrower may pay cash dividends to the Parent to enable the Parent to pay directors' fees and expenses to directors of the Parent;
- (e) the Borrower may pay cash dividends to the Parent to enable the Parent to pay fees owed by the Parent to its transfer agent;
- (f) the Borrower may pay cash dividends to the Parent to pay fees to the Parent's independent auditors, tax advisors and outside attorneys in the ordinary course of business;
- (g) the Borrower may pay cash dividends to the Parent to pay obligations of the Parent incurred under any Interest Rate Protection Agreement or Commodity Price Protection Agreement permitted pursuant to Section 7.10(l); and
- (h) so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, the Borrower may purchase, repurchase, redeem or retire any share of its Capital Stock and/or pay cash dividends to the Parent in addition to the cash dividends described in the preceding clauses (a) through (g), and the Parent may purchase, repurchase, redeem or retire any share of its Capital Stock and/or pay cash dividends to its shareholders; provided that, if after giving effect to any payments to be made in any fiscal quarter of the Parent to effect such purchase, repurchase, redemption or retirement of shares of Capital Stock, and/or payments of cash dividends, pursuant to this clause (h), the Leverage Ratio would be greater than 2.50 to 1.00 on a pro forma basis as at the end of the most recently ended fiscal quarter of the Parent for which financial statements have been delivered pursuant to Section 6.1(a) or (b) (or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 6.1(a) or (b), the most recent financial statements referred to in Section 5.1(m)), then the aggregate of all such payments that may be made in such fiscal quarter, when taken together with all such payments made in the three immediately preceding fiscal quarters, shall not exceed an amount equal to twenty percent (20%) of Consolidated Net Worth (as at the end of the then most recent fiscal quarter for which financial statements have been delivered pursuant to Section 6.1(a) or (b) (or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 6.1(a) or (b), the most recent financial statements referred to in Section 5.1(m)).

**Section 7.9. [Reserved].**

**Section 7.10. Limitation on Investments, Loans and Advances.** Make any advance, loan, extension of credit or capital contribution to, or purchase any stock, bonds, notes, debentures or other securities of or any assets constituting a business unit of, or purchase accounts receivable from, or make any other investment in, any Person, except:

- (a) extensions of trade credit in the ordinary course of business;
- (b) investments in Cash Equivalents, investments by the Insurance Subsidiary in Permitted Insurance Company Investments and investments by the Offshore Joint Venture in Permitted Insurance Company Investments;
- (c) loans and advances to employees of the Borrower or its Subsidiaries for travel, entertainment and relocation expenses in the ordinary course of business in an aggregate amount for the Borrower and its Subsidiaries not to exceed, when added to Guarantee Obligations at any time outstanding pursuant to Section 7.4(d), \$15,000,000 outstanding at such time;

(d) investments by the Parent in the Borrower or any Subsidiary Guarantor, investments by the Borrower in any Subsidiary Guarantor and investments by any Subsidiary in the Borrower or in any Subsidiary Guarantor;

(e) investments, loans and advances (including compensation advances, advances for plating and permitting, and short term loans, but excluding those permitted by Section 7.10(l)) to any independent contractor, including any sales agents or business capacity owners, performing services for Parent or any of its Subsidiaries not to exceed \$75,000,000 in the aggregate for the Parent and its Subsidiaries at any time outstanding and maturing not later than ten years from the relevant date of determination (it being understood that the repayment thereof may be forgiven if certain performance targets or other specified conditions are met by the relevant contractor);

(f) short term loans and advances (excluding those permitted by Section 7.10(1)), including driver trip advances, to any independent contractor, including advances made to ocean and air cargo carriers, any sales agent, business capacity owner or brokerage carrier performing services for it made, in each case, in the ordinary course of business that do not exceed the projected revenues to be paid to such independent contractor within two months of such loans or advances, and in the case of loans, which mature not later than three months after the making of such loans;

(g) any acquisition of all or a portion of the assets or Capital Stock of any Person that constitutes a business engaged primarily in the same business in which the Borrower and its Subsidiaries are engaged on the date of this Agreement or a business that is directly related thereto; provided that, (i) neither the Borrower nor any Subsidiary shall make an offer to purchase more than 10% of the Capital Stock of such Person in connection with any such acquisition unless such transaction has been approved by a majority of the board of directors of such Person (or such offer is made subject to approval by a majority of the board of directors) or such transaction has been approved by all of the Lenders; (ii) the requirements of Section 7.1 would be satisfied by the Parent and its Subsidiaries on a pro forma combined basis as at the end of the most recently ended fiscal quarter of the Parent for which financial statements have been delivered pursuant to Section 6.1(a) or (b) (or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 6.1(a) or (b), the most recent financial statements referred to in Section 5.1(m)), if each such acquisition had been completed on or prior to the first day of the four fiscal quarter period ended with such most recently ended fiscal quarter (excluding in such pro forma calculation any unusual or non-recurring items related to such acquisition); and (iii) at the time of and immediately after giving effect (including giving effect on a pro forma basis) to such acquisition, no Event of Default shall then exist and be continuing or would result therefrom;

(h) investments in notes and other securities received in the settlement of overdue debts and accounts payable in the ordinary course of business and for amounts which, individually or in the aggregate, do not exceed the greater of (i) \$20,000,000 and (ii) 3.5% of Consolidated EBITDA, at any time outstanding;

(i) investments by the Borrower or any of its Subsidiaries in Commodity Price Protection Agreements, Exchange Rate Protection Agreements, and Interest Rate Protection Agreements; provided that, such investments in such Commodity Price Protection Agreements are made solely for the purpose of hedging purchase prices of fuel and not for speculation;

(j) investments of the Borrower or any Subsidiary in the Parent that constitute Indebtedness of the Parent pursuant to paragraphs (g) through (o) of Section 7.2.

(k) investments, loans and advances by the Borrower in an amount not to exceed the greater of (i) \$15,000,000 and (ii) 2.5% of Consolidated EBITDA, in the aggregate in partnerships, limited liability companies, and other business organizations that do not constitute either (i) Subsidiaries or (ii) joint ventures;

(l) investments, loans and/or advances by the Borrower in or to the Operator Financing Subsidiary or the Financing Vehicle, as the case may be, in an aggregate amount not to exceed the greater of (i) \$12,500,000 and (ii) 2% of Consolidated EBITDA at any one time outstanding, the proceeds of which shall be used by the Operator Financing Subsidiary or the Financing Vehicle, as the case may be, to make loans to independent contractors pursuant to the Operator Financing Program;

(m) loans by the Operator Financing Subsidiary or the Financing Vehicle, as the case may be, to independent contractors to finance such contractor's acquisition of tractors, trailers, and related transportation equipment (including electronic logging devices);

(n) other investments not to exceed the greater of (i) \$25,000,000 and (ii) 4% of Consolidated EBITDA at any one time outstanding;

(o) loans to its employees for the purpose of exercising employee stock options to purchase common stock of the Parent, which loans may be non-recourse;

(p) loans to its employees to purchase common stock of the Parent, which loans may be non-recourse, provided all such loans may not exceed the greater of (i) \$6,000,000 and (ii) 1% of Consolidated EBITDA, at any one time outstanding;

(q) the formation and funding of Receivables SPVs to engage in Permitted Receivables Transactions including, without limitation, investments in and loans to any Receivables SPVs in connection with a Permitted Receivables Transaction, provided that the Receivables SPV shall not have cash in excess of the greater of (i) \$6,000,000 and (ii) 1% of Consolidated EBITDA for more than a 30 day period at any time;

(r) (i) (x) loans or advances to, or other investments in (1) Subsidiaries that are not Loan Parties and (2) joint ventures in which the Parent, the Borrower or any of their Subsidiaries is a participant and (y) purchases of accounts receivable from brokerage carriers and other trucking and transportation companies with a commercial relationship with the Borrower and its Subsidiaries; provided, that all such loans, advances or other investments pursuant to this clause (i) may not exceed the greater of (A) \$80,000,000 and (B) 13% of Consolidated EBITDA at any one time outstanding, and (ii) loans or advances to, or other investments in, any Subsidiary that is not a Loan Party by another Subsidiary that is not a Loan Party; and

(s) investments outstanding on the date hereof or made pursuant to binding commitments in effect on the date hereof, in each case as listed on Schedule 7.10, or an investment consisting of any extension, modification, replacement, renewal or reinvestment of any such investment or binding commitment existing on the date hereof; provided that the amount of any such investment or binding commitment may not be increased, other than as required by the terms of such investment or binding commitment as in existence on the date hereof and disclosed on Schedule 7.10 (including as a result of the accrual or accretion of interest or original issue discount or the issuance of pay in kind securities).

Except as provided in the next succeeding sentence, the amount of any investment outstanding at any time shall be the original amount of such investment when made (without adjustment for any increases or decreases in the value of such investments), reduced by any dividend, distribution, interest payment, return of capital, repayment or other amount received in cash by the Borrower or any Subsidiary in respect of such investment, in any such case, in an amount not to exceed the amount originally invested. The amount of any investment constituting the purchase of an account receivable from a Person shall include the Indebtedness of such Person which would have been outstanding if such purchase were accounted for as a borrowing by such Person, reduced by the amount of any collections received in cash by the Borrower or any Subsidiary in satisfaction of such account receivable in an amount not to exceed the purchase price therefor.

**Section 7.11. Limitation on Optional Payments and Modifications of Debt Instruments.** (a) Make any optional payment or prepayment on or redemption of any Indebtedness other than (i) the Loans, (ii) Indebtedness incurred pursuant to Section 7.2(c), (iii) Financing Leases that are refinanced with Indebtedness incurred pursuant to Section 7.2(c) and (iv) any Account Receivable Indebtedness permitted pursuant to Section 7.2(q), or (b) amend, modify or change, or consent or agree to any amendment, modification or change to any of the terms relating to the payment or prepayment or principal of or interest on any such Indebtedness (other than any such amendment, modification or change which would extend the maturity or reduce the amount of any payment of principal thereof or which would reduce the rate or extend the date for payment of interest thereon).

**Section 7.12. Limitation on Transactions with Affiliates.** Enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of property or the rendering of any service, with any Affiliate (other than the Parent, the Borrower or any Subsidiary) unless such transaction is (a) otherwise permitted under this Agreement, (b) in the ordinary course of the Parent's, the Borrower's or such Subsidiary's business and (c) upon fair and reasonable terms no less favorable to the Parent, the Borrower or such Subsidiary, as the case may be, than it would obtain in a comparable arm's length transaction with a Person which is not an Affiliate.

**Section 7.13. Limitation on Sales and Leasebacks.** Enter into any arrangement with any Person providing for the leasing by the Borrower or any Subsidiary of real or personal property which has been or is to be sold or transferred by the Borrower or such Subsidiary to such Person or to any other Person to whom funds have been or are to be advanced by such Person on the security of such property or rental obligations of the Borrower or such Subsidiary, except with respect to any such transactions which shall not have an aggregate fair market value in excess of \$20,000,000 during the term of this Agreement; provided, however, that, in addition to the foregoing, the Borrower may enter into such arrangements with respect to (i) the facility in Rockford, IL, for aggregate consideration of up to \$20,000,000, (ii) the headquarters facility in Jacksonville, Florida, for aggregate consideration of up to the lesser of (1) \$ 70,000,000 and (2) the appraised fair market value of such facility, (iii) the facility in Dallas/Ft. Worth, Texas for aggregate consideration of up to \$20,000,000, (iv) the facility in Laredo, Texas, for aggregate consideration of up to the lesser of (1) \$50,000,000 and (2) the appraised fair market value of such facility, and (v) real and personal property located or to be constructed adjacent to such headquarters facility, as identified by the Borrower to the Administrative Agent prior to the date hereof, for aggregate consideration of up to the lesser of (1) \$40,000,000 and (2) the appraised fair market value of such facility.



**Section 7.14. Limitation on Changes in Fiscal Year.** Permit the fiscal year of the Borrower or the Parent to end on a day other than the last Saturday in December or the last day of the calendar year.

**Section 7.15. Limitation on Negative Pledge Clauses.**

(a) Enter into with any Person any agreement which prohibits or limits the ability of the Borrower or any of its Subsidiaries to create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than (A) this Agreement, (B) any such agreement with respect to (i) any Account Receivable Indebtedness permitted pursuant to Section 7.2(q), (ii) any industrial revenue bonds, (iii) any purchase money mortgages and (iv) any Financing Leases permitted by this Agreement (in which cases, any prohibition or limitation shall be effective only against the assets financed thereby) and (C) any such agreement in respect of Permitted Specified Additional Debt or Outstanding Permitted Line of Credit Indebtedness, as the case may be, but only to the extent that such Indebtedness is permitted pursuant to Section 7.2 and such agreements comply with Section 7.15(b); or

(b) enter into any agreement with respect to Permitted Specified Additional Debt or Outstanding Permitted Line of Credit Indebtedness, as the case may be, that prohibits or limits the ability of the Borrower or any of its Subsidiaries to create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, to secure the obligations of the Borrower to the Administrative Agent or any Lender hereunder or under the other Loan Documents (including, without limitation, any advances or extensions of credit made hereunder prior to or subsequent to the creation of such Lien) or to secure any Loan Party's obligations to the Administrative Agent or any Lender under any Loan Document to which it is a party; provided that, the Borrower may enter into any such agreement which would permit any such Lien but only to the extent that the Permitted Specified Additional Debt and/or Outstanding Permitted Line of Credit Indebtedness, as the case may be, will be equally and ratably secured with any and all other obligations which are secured in connection with the creation of such Lien.

**Section 7.16. Limitation on Lines of Business.** Enter into any business, either directly or through any Subsidiary, except for those businesses in which the Borrower and its Subsidiaries are engaged on the date of this Agreement or which are directly related thereto (including purchasing and selling of tractors, trailers, containers and related transportation equipment, operating the Operator Financing Program, warehousing, logistics, brokerage (including customs brokerage), freight forwarding (including by ocean shipment), common carriage, contract carriage, dispatching, transportation outsourcing services, intermodal or air freight business, surface expedited business, consulting on transportation matters, freight under management, transportation management, business process outsourcing, truck stops operated primarily to service vehicles operated by or for the Borrower and its Subsidiaries, advanced technology solutions, outsourced logistics, supply chain engineering and logistics center management and receivables factoring for brokerage carriers and other trucking and transportation companies with a commercial relationship with the Borrower and its Subsidiaries); provided that, subject to the other provisions of this Agreement, the foregoing shall not prohibit the Borrower or any Subsidiary from entering into any partnership or joint venture permitted pursuant to Section 7.10; and provided, further, that the Insurance Subsidiary shall be permitted to engage in the Insurance Subsidiary Business, so long as (i) in the case of insurance for independent contractors, the premiums charged by the Insurance Subsidiary in connection therewith are consistent in all material respects with those prevailing in the industry for similar risks (based on the good faith judgment of the Insurance Subsidiary) and (ii) of the total insurance premiums received by the Insurance Subsidiary during any period of four consecutive fiscal quarters (inclusive of any reinsurance premiums), (A) no more than one-third of such total premiums may derive from insurance or reinsurance provided by the Insurance Subsidiary in reliance on clause (x) (b) of the definition of Insurance Subsidiary Business, (B) no more than one-third of such total premiums may derive from reinsurance provided by the Insurance Subsidiary in reliance on clause (y) of the definition of Insurance Subsidiary Business and (C) no more than one-half of such total premiums may derive from the sum of the premiums described in subclauses (A) and (B) above.

## ARTICLE VIII. EVENTS OF DEFAULT

**Section 8.1. Events of Default.** If any of the following events shall occur and be continuing:

- (a) The Borrower shall fail to pay any principal of any Loan or the Borrower shall fail to pay any Reimbursement Obligation when due in accordance with the terms thereof or hereof; or the Borrower shall fail to pay any interest on any Loan, or the Borrower shall fail to pay any other amount payable hereunder, within five days after any such interest or other amount becomes due in accordance with the terms thereof or hereof; or
- (b) Any representation or warranty made or deemed made by the Borrower or any other Loan Party herein or in any other Loan Document or which is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with this Agreement or any such other Loan Document shall prove to have been incorrect in any material respect on or as of the date made or deemed made; or
- (c) The Borrower or any other Loan Party shall default in the observance or performance of any agreement contained in Section 6.9 or Article VII of this Agreement, Section 10 of the Parent Guarantee (to the extent such Section incorporates by reference the covenants contained in Section 6.9 or Article VII hereof), Section 11 of the Subsidiaries Guarantee (to the extent such Section incorporates by reference the covenants contained in Section 6.9 or Article VII hereof) or Section 10 of the L/C Guarantee (to the extent such Section incorporates by reference the covenants contained in Section 6.9 or Article VII hereof); or
- (d) The Borrower or any other Loan Party shall default in the observance or performance of any other agreement contained in this Agreement or any other Loan Document (other than as provided in paragraphs (a) through (c) of this Section), and such default shall continue unremedied for a period of 30 days; or
- (e) The Parent, the Borrower or any of its Subsidiaries shall (i) default in any payment of principal of or interest of any Indebtedness (other than the Loans) or in the payment of any Guarantee Obligation, the aggregate principal amount of which exceeds \$50,000,000, beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Indebtedness or Guarantee Obligation was created; or (ii) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or Guarantee Obligation or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness or beneficiary or beneficiaries of such Guarantee Obligation (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity or such Guarantee Obligation to become payable; or

(f) (i) The Parent, the Borrower or any of its Subsidiaries shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Parent, the Borrower or any of its Subsidiaries shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Parent, the Borrower or any of its Subsidiaries any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against the Parent, the Borrower or any of its Subsidiaries any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the Parent, the Borrower or any of its Subsidiaries shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) the Parent, the Borrower or any of its Subsidiaries shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(g) (i) Any Person shall engage in any “prohibited transaction” (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any Plan shall have failed to satisfy the minimum funding standard applicable to the Plan (as determined pursuant to Section 412 of the Code and Section 302 of ERISA) for a plan year, or any Lien in favor of the PBGC or a Plan shall arise on the assets of the Borrower or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Plan, which Reportable Event or commencement of proceedings or appointment of a trustee is reasonably likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Plan shall terminate for purposes of Title IV of ERISA, (v) the Borrower or any Commonly Controlled Entity shall incur, or is reasonably likely to incur, any liability in connection with a withdrawal from, or the Insolvency of, a Multiemployer Plan or (vi) any other similar event or condition shall occur or exist with respect to a Plan or Multiemployer Plan; and in each case in clauses (i) through (vi) above, such event or condition, together with all other such events or conditions, if any, would reasonably be expected to subject the Borrower, or any Commonly Controlled Entity to any tax, penalty or other liabilities in an aggregate amount in excess of \$20,000,000; or

(h) One or more judgments or decrees shall be entered against the Parent, the Borrower or any of its Subsidiaries involving in the aggregate a liability (not paid or fully covered by insurance) in excess of \$50,000,000, and all such judgments or decrees shall not have been vacated, discharged, stayed or bonded pending appeal within 60 days from the entry thereof; or

(i) Any Guarantee or Pledge Agreement or this Agreement shall cease, for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all Obligations, to be in full force and effect or any Loan Party or pledgor, as applicable, shall so assert in writing; or

(j) (i) The Parent shall cease to own, free and clear of any Liens, 100% of the Capital Stock of the Borrower or (ii) any Person or “group” (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as in effect on the Closing Date) (A) shall have acquired beneficial ownership (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, in each case as in effect on the Closing Date) of 35% or more of any outstanding class of Capital Stock having ordinary voting power in the election of directors of the Parent or (B) shall obtain the power (whether or not exercised) to elect a majority of the Parent’s directors or (iii) the Board of Directors of the Parent shall not consist of a majority of Continuing Directors; as used in this paragraph “Continuing Directors” shall mean the directors of the Parent on the Closing Date and each other director, if such other director’s nomination for election to the Board of Directors of the Parent is recommended or approved by a majority of the then Continuing Directors;

then, and in any such event, (A) if such event is an Event of Default specified in clause (i) or (ii) of paragraph (f) above with respect to the Borrower, automatically the Revolving Credit Commitments (including, for the avoidance of doubt, the Letter of Credit Commitments) shall immediately terminate and the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including, without limitation, all amounts of L/C Obligations, which shall be applied as set forth in Section 8.2, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable, and (B) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Revolving Credit Commitments (including, for the avoidance of doubt, the Letter of Credit Commitments) to be terminated forthwith, whereupon the Revolving Credit Commitments (including, for the avoidance of doubt, the Letter of Credit Commitments) shall immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans hereunder (with accrued interest thereon) and all other amounts owing under this Agreement and the other Loan Documents (including, without limitation, all amounts of L/C Obligations, which shall be applied as set forth in Section 8.2, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable. Except as expressly provided above in this Article VIII, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

### **Section 8.2. Cash Collateral.**

(a) If the prepayment of the amount available for drawing under any or all outstanding Letters of Credit is required under Section 8.1, or if Cash Collateral is required to be provided by the Borrower pursuant to Section 2.23, the Borrower shall forthwith pay in cash the amount required to be so prepaid or provided, to be held by the Administrative Agent, in its capacity as Collateral Agent, as provided in Section 8.2(b). The Borrower hereby grants to the Administrative Agent for the benefit of the Issuing Lenders, the Lenders (including the Swing Line Lender) and the Administrative Agent, and agrees to maintain, a first priority security interest in all such Cash Collateral as security for the L/C Obligations and other Collateralized Obligations, to be applied pursuant to Section 8.2(b). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent, the Lenders (including the Swing Line Lender) and the Issuing Lenders as herein provided, or that the total amount of such Cash Collateral is less than the amount required hereunder, the Borrower will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such adverse claim or deficiency.

(b) All amounts prepaid or provided pursuant to Section 8.2(a) shall be held by the Administrative Agent, in its capacity as Collateral Agent, in a separate collateral account (such account, and the credit balances, properties and any investments from time to time held therein, and any substitutions for such account, any certificate of deposit or other instrument evidencing any of the foregoing and all proceeds of and earnings on any of the foregoing, being collectively called the "Collateral Account") as security for, and for application to, the Swing Line Loans and the Reimbursement Obligations under any Letter of Credit then or thereafter paid by any Issuing Lender (collectively, the "Collateralized Obligations"). The Collateral Account shall be held in the name of and

subject to the exclusive dominion and control of the Administrative Agent, in its capacity as Collateral Agent, for the benefit of the Issuing Lenders, the Administrative Agent, and the Lenders (including the Swing Line Lender), as pledgee hereunder. If and when requested by the Borrower, the Collateral Agent shall invest and reinvest funds held in the Collateral Account from time to time in Cash Equivalents specified from time to time by the Borrower, provided that (i) interest earned on such investments shall accumulate as part of the Cash Collateral and be retained in the Collateral Account, (ii) other than interest earned on such investments, such Cash Collateral shall not otherwise bear interest, and (iii) the Collateral Agent is irrevocably authorized to sell on market terms any investments held in the Collateral Account when and as required to make payments out of the Collateral Account for application to Collateralized Obligations due and owing from the Borrower to any Issuing Lender, the Administrative Agent, or any Lender (including the Swing Line Lender). With respect to amounts prepaid by the Borrower as required under Section 8.1, when and if (A) (i) the Borrower shall have made payment of all Collateralized Obligations then due and payable, and (ii) all relevant preference or other disgorgement periods relating to the receipt of such payments have passed, or (B) no Default or Event of Default shall be continuing, the Collateral Agent shall repay to the Borrower any remaining amounts and assets held in the Collateral Account, provided that if the Collateral Account is being released pursuant to clause (A) and any Letter of Credit then remains outstanding, the Borrower, prior to or contemporaneously with such release, shall make arrangements with respect to such outstanding Letters of Credit in the manner described in the first sentence of this Section 8.2(b). With respect to amounts provided by the Borrower pursuant to the Cash Collateralization requirements of Section 2.23, when and if the applicable Defaulting Lender's L/C Exposure is no longer outstanding (including by the termination of the Defaulting Lender status of the applicable Lender as provided herein), then the Collateral Agent shall release and deliver to the Borrower (or other Person lawfully entitled thereto) such Cash Collateral amount or applicable portion thereof (after application of any such amounts as provided in Section 2.23) upon the written request of the Borrower. In addition, if the aggregate amount on deposit with the Collateral Agent representing amounts prepaid pursuant to Section 8.2(a) exceeds the Collateralized Obligations then existing, then the Collateral Agent shall release and deliver such excess amount to the Borrower (or other Person lawfully entitled thereto) upon the written request of the Borrower.

**Section 8.3. Distribution and Application of Proceeds.** After the occurrence of and during the continuance of an Event of Default, any payment to the Administrative Agent, any Issuing Lender, or any Lender hereunder or from the proceeds of the Collateral Account, any other Collateral or otherwise shall be paid to the Administrative Agent to be distributed and applied as follows (unless otherwise agreed by the Borrower, the Administrative Agent, the Issuing Lenders, and all Lenders):

(a) First, to the payment of any and all reasonable out-of-pocket costs and expenses of the Administrative Agent, including without limitation, reasonable attorneys' fees and out-of-pocket costs and expenses, as provided by this Agreement or by any other Loan Document, incurred in connection with the collection of such payment or in respect of the enforcement of any rights of the Administrative Agent, the Issuing Lenders, or the Lenders under this Agreement or any other Loan Document;

(b) Second, to the payment of any and all reasonable out-of-pocket costs and expenses of the Issuing Lenders and the Lenders, including, without limitation, reasonable attorneys' fees and out-of-pocket costs and expenses, as provided by this Agreement or by any other Loan Document, incurred in connection with the collection of such payment or in respect of the enforcement of any rights of the Lenders or the Issuing Lenders under this Agreement or any other Loan Document, *pro rata* in the proportion in which the amount of such costs and expenses unpaid to each Lender or each Issuing Lender bears to the aggregate amount of the costs and expenses unpaid to all Lenders and the Issuing Lenders collectively, until all such fees, costs and expenses have been paid in full;

(c) Third, to the payment of any due and unpaid fees and commissions to the Administrative Agent or any Lender or Issuing Lender as provided by this Agreement or any other Loan Document, *pro rata* in the proportion in which the amount of such fees and commissions due and unpaid to the Administrative Agent and each Lender and Issuing Lender bears to the aggregate amount of the fees due and unpaid to the Administrative Agent and all Lenders and Issuing Lenders collectively, until all such fees have been paid in full;

(d) Fourth, to the payment of accrued and unpaid interest on the Loans (including the Swing Line Loans) or the Reimbursement Obligations to the date of such application, *pro rata* in the proportion in which the amount of such interest, accrued and unpaid to each Lender or each Issuing Lender bears to the aggregate amount of such interest accrued and unpaid to all Lenders and the Issuing Lenders collectively, until all such accrued and unpaid interest has been paid in full;

(e) Fifth, to the payment of the outstanding due and payable principal amount of each of the Loans (including the Swing Line Loans) and the amount of the outstanding Reimbursement Obligations (reserving Cash Collateral for all undrawn face amounts of any outstanding Letters of Credit (if Section 8.2(a) has not previously been complied with)), *pro rata* in the proportion in which the outstanding principal amount of such Loans and the amount of such outstanding Reimbursement Obligations owing to each Lender and Issuing Lender, together (if Section 8.2(a) has not been complied with) with the undrawn face amounts of such outstanding Letters of Credit, bears to the aggregate amount of all outstanding Loans, outstanding Reimbursement Obligations and (if Section 8.2(a) has not been complied with) the undrawn face amounts of all outstanding Letters of Credit. In the event that any such Letters of Credit, or any portions thereof, expire without being drawn, any Cash Collateral therefor shall not be distributed by the Administrative Agent until the principal amount of all Loans and Reimbursement Obligations shall have been paid in full;

(f) Sixth, to the payment of any other outstanding Obligations then due and payable, *pro rata* in the proportion in which the outstanding Obligations owing to each Lender, Issuing Lender and the Administrative Agent bears to the aggregate amount of all such Obligations until all such Obligations have been paid in full; and

(g) Seventh, to the Borrower or as the Borrower may direct.

Notwithstanding the foregoing, amounts received from any Loan Party shall not be applied to any Excluded Swap Obligation of such Loan Party.

## ARTICLE IX. THE ADMINISTRATIVE AGENT

### Section 9.1. Appointment.

(a) Each Lender, on behalf of itself and each of its Affiliates that is a Qualified Counterparty, hereby irrevocably designates and appoints JPMCB as the Administrative Agent of such Lender and Qualified Counterparty under this Agreement and the other Loan Documents, and each such Lender, on behalf of itself and each of its Affiliates that is a Qualified Counterparty, irrevocably authorizes JPMCB, as the Administrative Agent for such Lender, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. In addition, to the extent required under the laws of any jurisdiction other than within the United States, each Lender, on behalf of itself and each of its Affiliates that is a Qualified Counterparty, hereby grants to the Administrative Agent any required powers of attorney to execute and enforce any Pledge Agreement governed by the laws of such jurisdiction on behalf of each such Lender and Qualified Counterparty.

(b) Notwithstanding any provision to the contrary elsewhere in this Agreement:

(i) the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary, agent or trustee relationship with any Lender except as expressly set forth herein (and it is understood and agreed that the use of the term “agent” (or any similar term) herein or in any other Loan Document with reference to the Administrative Agent is not intended to connote any fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties; additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and/or the transactions contemplated hereby), and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent;

(ii) where the Administrative Agent is required or deemed to act as a trustee in respect of any Cash Collateral or Collateral over which a security interest has been created pursuant to a Loan Document expressed to be governed by the laws of any country, or is required or deemed to hold any Cash Collateral or Collateral “on trust” pursuant to the foregoing, the obligations and liabilities of the Administrative Agent to the applicable holders of the Obligations in its capacity as trustee shall be excluded to the fullest extent permitted by applicable law; and

(iii) nothing in this Agreement or any Loan Document shall require the Administrative Agent to account to any Lender for any sum or the profit element of any sum received by the Administrative Agent for its own account.

**Section 9.2. Delegation of Duties.** The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents, sub-agents or attorneys-in-fact, and all such agents, sub-agents and attorneys-in-fact shall have and be entitled to all of the benefits and protections afforded to the Administrative Agent pursuant to the provisions of this Article IX. The Administrative Agent shall be entitled to advice of counsel concerning all matters pertaining to such duties, and shall not be responsible for the negligence or misconduct of any agents, sub-agents, or attorneys in-fact selected by it with reasonable care.

**Section 9.3. Exculpatory Provisions.**

(a) Neither the Administrative Agent nor any of its officers, directors, employees, agents, sub-agents, attorneys-in-fact or Affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (x) with the consent of or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents) or (y) in the absence of its or such Person’s own gross negligence or willful misconduct or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by the Borrower or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity,

effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any Electronic Signature transmitted by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page) or for any failure of the Borrower to perform its obligations hereunder or thereunder. The Administrative 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 other Loan Document, or to inspect the properties, books or records of the Borrower.

(b) As to any matters not expressly provided for herein and in the other Loan Documents (including enforcement or collection), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, pursuant to the terms in the Loan Documents), and, unless and until revoked in writing, such instructions shall be binding upon each Lender and each Issuing Lender; provided, however, that the Administrative Agent shall not be required to take any action that (i) the Administrative Agent in good faith believes exposes it to liability unless the Administrative Agent receives an indemnification and is exculpated in a manner satisfactory to it from the Lenders and the Issuing Lenders with respect to such action or (ii) is contrary to this Agreement or any other Loan Document or applicable law, including any action that may be in violation of the automatic stay under any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors; provided, further, that the Administrative Agent may seek clarification or direction from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or direction has been provided. Except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Parent, the Borrower, any Subsidiary or any Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity. Nothing in this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

**Section 9.4. Reliance by Administrative Agent.** The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.



**Section 9.5. Notice of Default.** The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a “notice of default” or a “notice of event of default”. In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative 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 the Administrative Agent shall have received such directions, the Administrative 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 the Lenders.

**Section 9.6. Non-Reliance on Administrative Agent and Other Lenders.** Each Lender expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, sub-agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by the Administrative Agent hereinafter taken, including any review of the affairs of the Borrower, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrower which may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, sub-agents, attorneys-in-fact or Affiliates.

**Section 9.7. Indemnification.** The Lenders agree to indemnify the Administrative Agent in its capacity as such (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Applicable Percentages in effect on the date on which indemnification is sought under this subsection (or, if indemnification is sought after the date upon which the Revolving Credit Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with their Applicable Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing (including, without limitation, any such amounts which the Borrower is obligated to pay to the Administrative Agent in its capacity as such pursuant to Section 10.5

if the Borrower has failed to pay such amounts when due); provided that, no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from the Administrative Agent's gross negligence or willful misconduct, as determined by a final and nonappealable judgment rendered by a court of competent jurisdiction. The agreements in this Section shall survive the payment of the Loans and all other amounts payable hereunder.

**Section 9.8. Administrative Agent in Its Individual Capacity.** The Administrative Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower as though the Administrative Agent were not the Administrative Agent hereunder and under the other Loan Documents. With respect to its Loans made or renewed by it and with respect to any Letter of Credit issued or participated in by it, the Administrative Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any Lender and may exercise the same as though it were not the Administrative Agent, and the terms "Lender" and "Lenders" shall include the Administrative Agent in its individual capacity. The Person serving as the Administrative Agent and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of banking, trust or other business with, the Parent, the Borrower, any Subsidiary or any Affiliate of any of the foregoing as if such Person was not acting as the Administrative Agent and without any duty to account therefor to the Lenders or the Issuing Lenders.

**Section 9.9. Successor Administrative Agent.** The Administrative Agent may resign as Administrative Agent upon 30 days' notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the other Loan Documents, then the Required Lenders shall appoint from among the Lenders, agreeing to become a successor agent, a successor agent for the Lenders, which successor agent shall be approved by the Borrower (except that no such approval shall be required if an Event of Default has occurred and is continuing at such time), whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent by the date that is 30 days following a retiring Administrative Agent's sending of a notice of resignation, the retiring Administrative Agent's resignation shall nevertheless become effective on the 30th day following the sending of such notice (except that in the case of Cash Collateral or Collateral (if any) held by the Administrative Agent on behalf of the Lenders or any Issuing Lender under any of the Loan Documents, the retiring Administrative Agent, in its capacity as Collateral Agent, shall continue to hold such Cash Collateral or Collateral, as the case may be, until such time as the successor Administrative Agent is appointed), and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Article IX and Article X shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

**Section 9.10. Administrative Agent May File Proofs of Claim.** In case of the pendency of any proceeding in respect of any Bankruptcy Event or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or Reimbursement Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower or the Parent) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal, interest and fees owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders (including the Swing Line Lender), the Issuing Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of such Lenders, Issuing Lenders and the Administrative Agent and their respective agents and counsel) and all other amounts due such Lenders, Issuing Lenders and the Administrative Agent hereunder allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and Issuing Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the Issuing Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent hereunder.

**Section 9.11. Collateral and Guaranty Matters.**

(a) The Lenders and Issuing Lenders irrevocably authorize the Administrative Agent, at its option and in its discretion,

(i) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (x) upon termination of all Revolving Credit Commitments and payment in full of all Loans, Reimbursement Obligations and all other Obligations (other than contingent indemnification obligations) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the applicable Issuing Lender shall have been made), (y) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted under the Loan Documents, or (z) subject to Section 10.1, if approved, authorized or ratified in writing by the Required Lenders or all Lenders, as the case may be;

(ii) to release any Subsidiary Guarantor from its obligations under its Subsidiary Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents; and

(iii) to release any Subsidiary Guarantor from its obligations under its Subsidiary Guaranty if such Person becomes an Immaterial Subsidiary (including, for the avoidance of doubt, as hereby agreed by the Borrower and the Administrative Agent, the release effective on the Closing Date from their obligations under the Subsidiaries Guarantee of Landstar Acquisition Corporation, Landstar Capacity Services, Inc. and Landstar Corporate Services, Inc. (all of whom constitute Immaterial Subsidiaries as of the Closing Date)) or, as a result of a transaction or designation permitted hereunder, becomes an Excluded Subsidiary; provided, that no such release shall occur if such Guarantor would otherwise continue after such release to be a guarantor or obligor in respect of any Indebtedness for borrowed money of a Loan Party that is in excess of \$50,000,000 in aggregate principal amount.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release its interest in particular types or items of property, or to release any Subsidiary Guarantor from its obligations under any Subsidiary Guaranty, pursuant to this Section 9.11(a).

(b) The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of any Cash Collateral or Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders or the Issuing Lenders for any failure to monitor or maintain any portion of such Cash Collateral or Collateral.

(c) Except with respect to the exercise of any rights under Section 10.7 or any other setoff rights expressly permitted under any of the Loan Documents or with respect to right of any holder of Obligations to file a proof of claim in an insolvency proceeding, no holder of Obligations shall have any right individually to realize upon any of the Cash Collateral or Collateral or to enforce any Guarantee, it being understood and agreed that, except as expressly provided herein, all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent on behalf of the holders of Obligations in accordance with the terms thereof.

**Section 9.12. Defined Terms.** For purposes of this Article IX, the term "Administrative Agent" includes the Collateral Agent (unless the context shall otherwise require).

**Section 9.13. Acknowledgments by Lenders.**

(a) None of any co-syndication agent or the lead arranger shall have obligations or duties whatsoever in such capacity under this Agreement or any other Loan Document and shall incur no liability hereunder or thereunder in such capacity, but all such persons shall have the benefit of the indemnities provided for hereunder.

(b) Each Lender and each Issuing Lender represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility, (ii) it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender or Issuing Lender, in each case in the ordinary course of business and not for the purpose of purchasing, acquiring or holding any other type of financial instrument (and each Lender and each Issuing Lender agrees not to assert a claim in contravention of the foregoing), (iii) it has, independently and without reliance upon the Administrative Agent, the lead arranger, any co-syndication agent or any other Lender or Issuing Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder and (iv) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such Issuing Lender, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Each Lender and each Issuing Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, the lead arranger, any co-syndication agent or any other Lender or Issuing Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrower and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

(c) (i) Each Lender hereby agrees that (x) if the Administrative Agent notifies such Lender that the Administrative Agent has determined in its sole discretion that any funds received by such Lender from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a “Payment”) were erroneously transmitted to such Lender (whether or not known to such Lender), and demands the return of such Payment (or a portion thereof), such Lender shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on “discharge for value” or any similar doctrine. A notice of the Administrative Agent to any Lender under this Section 8.06(c) shall be conclusive, absent manifest error.

(ii) Each Lender hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a “Payment Notice”) or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(iii) Each party hereto agrees that (x) in the event an erroneous Payment (or portion thereof) is not recovered from any Lender that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party; provided, that for the avoidance of doubt, the immediately preceding clauses (x) and (y) shall not apply to the extent any such erroneous Payment is, and solely with respect to the amount of such erroneous Payment that is, comprised of funds received by the Administrative Agent from, or on behalf of (including through the exercise of remedies under any Loan Document), the Borrower or any other Loan Party for the purpose of a payment on the Obligations.

(iv) Each party’s obligations under this Section 9.13(c) shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

#### Section 9.14. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and the lead arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Revolving Credit Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Revolving Credit Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Revolving Credit Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Revolving Credit Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Revolving Credit Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the lead arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that none of the Administrative Agent, the lead arranger, any co-syndication agent or any of their respective Affiliates is a fiduciary with respect to the Cash Collateral or Collateral or the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

## ARTICLE X. MISCELLANEOUS

**Section 10.1. Amendments and Waivers.** Except as otherwise expressly set forth in this Agreement, neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this subsection. The Required Lenders may, or, with the written consent of the Required Lenders (receipt of which has been confirmed in writing by the Administrative Agent to the Borrower), the Administrative Agent may, from time to time, (a) enter into with the Loan Parties written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights or obligations of the Lenders or of the Borrower hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) reduce the amount or extend the scheduled date of maturity of any Loan or of any installment thereof, or reduce the stated rate of any interest, fee or commission payable hereunder or extend the scheduled date of any payment thereof or increase the amount or extend the expiration date of any Lender's Revolving Credit Commitment, in each case without the consent of each Lender directly and adversely affected thereby (except that any amendment or modification of the financial covenants in this Agreement (or defined terms used in the financial covenants in this Agreement) shall not constitute a reduction in the rate of interest or fees for purposes of this clause (i)), (ii) amend, modify or waive any provision of this Section or reduce the percentage specified in the definition of Required Lenders, or consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, in each case without the written consent of all the Lenders, (iii) amend, modify or waive any provision of Article IX without the written consent of the then Administrative Agent, (iv) release any Guarantor or any Cash Collateral or Collateral (except as expressly provided in Section 8.2(b) or 9.11(a)), without the written consent of each Lender, (v) amend, modify or waive any provision of Article III without the written consent of the then Issuing Lenders, (vi) amend, waive or modify any Loan Document so as to alter the ratable treatment of Obligations in respect of any Specified Bank Product Agreements or Specified Hedge Agreements in a manner materially adverse to any Qualified Counterparty to which such Obligations are owing without the written consent of such Qualified Counterparty, (vii) amend, modify or waive any provision of Section 2.5 without the written consent of the Swing Line Lender, (viii) change Section 2.4 in a manner that would alter the ratable reduction of Revolving Credit Commitments, Section 2.12(a) in a manner that would alter the ratable payment of applicable Obligations described therein, or amend or modify any provision of Section 8.3, in each case without the written consent of each directly and adversely affected Lender, or (ix) subordinate the Obligations or any Liens securing the Obligations without the written consent of each directly and adversely affected Lender. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding upon the Borrower, the Lenders, the Administrative Agent and all future Lenders or other holders of the Loans. In the case of any waiver, the Borrower, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and any other Loan Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon. Notwithstanding the foregoing, no consent with respect to any amendment, waiver or other modification of this Agreement shall be required of any Defaulting Lender, except with respect to any amendment, waiver or other modification referred to in clause (i) of the first proviso of this paragraph and then only in the event such Defaulting Lender shall be directly affected by such amendment, waiver or other modification.

Notwithstanding the foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (x) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Revolving Credit Loans, Swing Line Loans and L/C Obligations and the accrued interest and fees in respect thereof and (y) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

Notwithstanding the foregoing, if the Administrative Agent and the Borrower acting together identify any ambiguity, omission, mistake, typographical error or other defect in any provision of this Agreement or any other Loan Document, then the Administrative Agent and the Borrower shall be permitted to amend, modify or supplement such provision to cure such ambiguity, omission, mistake, typographical error or other defect, and such amendment shall become effective without any further action or consent of any other party to this Agreement.

#### **Section 10.2. Notices.**

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy or other electronic communication), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or, in the case of telecopy notice, when received, or, in the case of delivery by a nationally-recognized overnight courier, when received, addressed as follows in the case of the Borrower, the Parent and the Administrative Agent, and as set forth in Schedule 1.1(A) in the case of the other parties hereto, or to such other address as may be hereafter notified by the respective parties hereto and any future holders of the Loans:



The Borrower or  
any Subsidiary Guarantor:

Landstar System Holdings, Inc.  
13410 Sutton Park Drive South  
Jacksonville, Florida 32224  
Attention: Joseph R. Nichols

The Parent:

Landstar System, Inc.  
13410 Sutton Park Drive South  
Jacksonville, Florida 32224  
Attention: Joseph R. Nichols

Administrative Agent, Swing Line Lender or  
JPMCB in its capacity as an Issuing Lender:

JPMorgan Chase Bank, N.A.  
Loan & Agency Services  
10 South Dearborn, Floor L2S  
Chicago, Illinois 60603-2300  
Attention: Theodore Thompson II  
Telecopy: 844-490-5663

Any other Lender or Issuing Lender, to it at its address (or telecopy number) set forth in its Administrative Questionnaire;

provided that, any notice, request or demand to or upon the Administrative Agent or the Lenders pursuant to Section 2.2, 2.4, 2.6, 2.12 or 3.2 shall not be effective until received.

(b) Notices and other communications to the Lenders and the Issuing Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or Issuing Lender pursuant to Article II or Article III if such Lender or Issuing Lender, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes by notice to the other parties hereto, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, e-mail or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) (i) Each Loan Party agrees that the Administrative Agent may, but shall not be obligated to, make the Communications (as defined below) available to the Issuing Lenders and the other Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system (the "Platform").

(ii) The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, 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 the Platform. In no event shall the Administrative Agent or any of its affiliates, officers, directors, employees, or agents (collectively, the "Agent Parties") have any liability to the Borrower or the other Loan Parties, any Lender or any other Person for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower's, any Loan Party's or the Administrative Agent's transmission of Communications through the Platform. "Communications" means, collectively, any notice, demand, communication, information, document or other material that the Borrower or any other Loan Party provides or causes to be provided to the Administrative Agent or any Lender or Issuing Lender pursuant to any Loan Document or the transactions contemplated therein, which is distributed to the Administrative Agent, any Lender or any Issuing Lender by means of electronic communications pursuant to this Section 10.2, including through the Platform.

(d) Any party hereto may change its address (including its e-mail address) or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

**Section 10.3. No Waiver; Cumulative Remedies.** No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

**Section 10.4. Survival of Representations and Warranties.** All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

**Section 10.5. Payment of Expenses; Indemnity.** The Borrower agrees (i) to pay or reimburse the Administrative Agent for all its reasonable and documented out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent, (ii) to pay or reimburse all reasonable

out-of-pocket expenses incurred by any Issuing Lender in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, (iii) to pay or reimburse each Lender and the Administrative Agent for all its reasonable costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the other Loan Documents and any such other documents, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent and to the several Lenders (but excluding any transfer or similar taxes arising solely from the event of an assignment by a Lender under Section 10.6(b)), (iv) to indemnify and hold each Lender and the Administrative Agent harmless from all liabilities with respect to, or resulting from any delay in paying, any Other Taxes which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement, the other Loan Documents and any such other documents (but excluding any such Other Taxes arising solely from the event of an assignment by a Lender under Section 10.6(b)), and (v) to pay, indemnify, and hold each Lender and the Administrative Agent, together with their respective affiliates, officers, directors, employees, agents and advisors (collectively, the “Related Parties,” and together with the Lenders and the Administrative Agent, the “Indemnified Persons”), harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other documents, including, without limitation, any of the foregoing relating to the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Borrower, the Parent, or any of its Subsidiaries, and whether or not any applicable proceeding is brought by the Borrower or any other Loan Party or its or their respective equity holders, Affiliates, creditors or any other Person (all the foregoing in this clause (v), collectively, the “Indemnified Liabilities”); provided that, the Borrower shall have no obligation hereunder to the Administrative Agent or any Lender or other Indemnified Person with respect to Indemnified Liabilities arising from (x) the gross negligence or willful misconduct of such Indemnified Person, as determined by a final, non-appealable judgment rendered by a court of competent jurisdiction, or (y) legal proceedings commenced against the Administrative Agent or any Lender by any security holder or creditor thereof arising out of and based upon rights afforded any such security holder or creditor solely in its capacity as such. Notwithstanding the foregoing, except as provided in Section 2.15 and in clause (iv) above, the Borrower shall have no obligation under this Section 10.5 to the Administrative Agent or any Lender with respect to any Tax imposed, levied, collected, withheld or assessed by any Governmental Authority. The agreements in this subsection shall survive repayment of the Loans and all other amounts payable hereunder.

#### **Section 10.6. Successors and Assigns; Participations and Assignments.**

(a) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the Loan Parties, the Lenders, the Administrative Agent, all future holders of the Loans and their respective successors and assigns, except that no Loan Party may assign or transfer (other than in connection with a merger, liquidation or consolidation permitted by Section 7.5) any of its rights or obligations under this Agreement without the prior written consent of each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of Section 10.6(b), (ii) by way of participation in accordance with the provisions of Section 10.6(d) or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 10.6(e) (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 10.6(d) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Credit Commitment and the Loans and Reimbursement Obligations at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Revolving Credit Commitment and/or the Loans and Reimbursement Obligations at the time owing to it or contemporaneous assignments to related Approved Funds that equal at least the amount specified in clause (i)(B) of this Section 10.6(b) in the aggregate, or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in clause (i)(A) of this Section 10.6(b), the aggregate amount of the Revolving Credit Commitment (which for this purpose includes Loans and Reimbursement Obligations outstanding thereunder) or, if the applicable Revolving Credit Commitment is not then in effect, the principal outstanding balance of the Loans and Reimbursement Obligations of the assigning Lender subject to each such assignment (determined as of the date the Assignment Agreement with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment Agreement, as of the Trade Date) shall not be less than \$2,500,000, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans, Reimbursement Obligations, and/or the Revolving Credit Commitment assigned.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by clause (i)(B) of this Section 10.6(b) and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default has occurred and is continuing at the time of such assignment or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 10 Business Days after having received notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of any Revolving Credit Commitment if such assignment is to a Person that is not a Lender with a Revolving Credit Commitment, an Affiliate of such Lender or an Approved Fund with respect to such Lender; and

(C) the consent of JPMCB in its capacity as an Issuing Lender and Swing Line Lender shall be required.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment Agreement, together with a processing and recordation fee of \$3500; provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made to (x) the Borrower, the Parent, or any of the Borrower's or Parent's Affiliates or Subsidiaries or (y) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (y).

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural Person or a company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person or relative(s) thereof.

(vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, each Issuing Lender, and each Lender (including the Swing Line Lender) hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit and Swing Line Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the foregoing provisions, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 10.6(c), from and after the effective date specified in each Assignment Agreement, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment Agreement, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment Agreement, be released from its obligations under this Agreement (and, in the case of an Assignment Agreement, covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 2.14, 2.15 and 10.5 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided that except to the extent otherwise expressly agreed in writing by the affected parties, no assignment by a Defaulting

Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.6(d).

(c) Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in Chicago, Illinois a copy of each Assignment Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Revolving Credit Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, upon written notice to the Borrower but without the consent of the Borrower or the Administrative Agent, sell participations to any Person (other than any Person described in Section 10.6(b)(v) or 10.6(b)(vi)) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Revolving Credit Commitment and/or the Loans and Reimbursement Obligations owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Borrower, the Administrative Agent, the Issuing Lenders and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 9.7 with respect to any participation interests sold by such Lender to its Participant(s).

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in clause (i) of the proviso in Section 10.1 that directly and adversely affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.9, 2.14, 2.15, and 2.16 (subject to the requirements and limitations therein, including the requirements under Section 2.15(g) (it being understood that the documentation required under Section 2.15(g) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.6(b); provided that such Participant (A) agrees to be subject to the provisions of Section 2.14(c) and Section 2.18 as if it were an assignee under Section 10.6(b); and (B) shall not be entitled to receive any greater payment under Sections 2.9, 2.14 or 2.15 with respect to any participation, than its participating Lender would have been entitled to receive. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.18 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.7 as though it were a Lender; provided that such Participant also agrees to be subject to Section 10.7 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans and other Obligations under the Loan Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register

(including the identity of any Participant or any information relating to a Participant's interest in any Revolving Credit Commitments, Loans, Letters of Credit or its other Obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Revolving Credit Commitment, Loan, Letter of Credit or other Obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such participating Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) Disclosures to Transferees. The Borrower authorizes each Lender to disclose to any assignee pursuant to Section 10.6(b) or any Participant (each, a "Transferee") and any prospective Transferee (subject to the provisions of Section 10.16 hereof) any and all financial information in such Lender's possession concerning the Borrower and its Affiliates which has been delivered to such Lender by or on behalf of the Borrower or the Administrative Agent pursuant to this Agreement or which has been delivered to such Lender by or on behalf of the Borrower or the Administrative Agent in connection with such Lender's credit evaluation of the Borrower and its Affiliates prior to becoming a party to this Agreement.

#### **Section 10.7. Adjustments; Set-off.**

(a) If any Lender (a "Benefited Lender") shall at any time receive any payment of all or part of its Loans or the Reimbursement Obligations owing to it, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 8.1(f), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of such other Lender's Loans or the Reimbursement Obligations owing to it, or interest thereon, such Benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Loans or the Reimbursement Obligations owing to it, or shall provide such other Lenders 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 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.

(b) In addition to any rights and remedies of the Lenders provided by law, each of the Lenders, Issuing Lenders and their respective Affiliates shall have the right, without prior notice to any Loan Party any such notice being expressly waived by the Loan Parties to the extent permitted by applicable law, upon any amount becoming due and payable by any Loan Party hereunder or under any other Loan Document and the expiration of any applicable period of grace provided for herein or in any other Loan Document (whether at the stated maturity, by acceleration or otherwise) to set-off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or

owing by such Lender, Issuing Lender or Affiliate or any branch or agency thereof to or for the credit or the account of the Borrower or any other Loan Party. Each Lender or Issuing Lender agrees promptly to notify the Borrower and the Administrative Agent after any such set-off and application made by such Lender, Issuing Lender or Affiliate, provided that the failure to give such notice shall not affect the validity of such set-off and application.

#### **Section 10.8. Counterparts; Effectiveness; Electronic Execution.**

(a) This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (and by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent. Except as provided in Section 5.1, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 10.2), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (A) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic signature and (B) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Loan Party hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and the Loan Parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the



legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against the Administrative Agent, any Issuing Lender, Swing Line Lender and any Lender, and any Related Party of any of the foregoing Persons for any Liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of the Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

**Section 10.9. Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Section 10.10. Integration.** This Agreement and the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent and the Lenders represent the agreement of the Loan Parties, the Parent, the Administrative Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Loan Parties, Administrative Agent or any Lender relative to subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

**Section 10.11. GOVERNING LAW.** THIS AGREEMENT AND THE NOTES AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT, THE NOTES AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**Section 10.12. Jurisdiction and Venue.**

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE BORROWER, THE PARENT, AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER, ANY ISSUING LENDER, OR ANY OTHER INDEMNIFIED PERSON OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN (THE "FEDERAL DISTRICT COURT") (OR IF SUCH COURT LACKS SUBJECT MATTER JURISDICTION, THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN (THE "NEW YORK SUPREME COURT"), AND TOGETHER WITH THE FEDERAL DISTRICT COURT, THE "NEW YORK COURTS"), AND ANY APPELLATE COURTS FROM ANY SUCH COURTS, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, SOLELY FOR THE PURPOSE OF ADJUDICATING AND ENFORCING ITS RIGHTS OR OBLIGATIONS WITH RESPECT TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND RELATED TRANSACTIONS, TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH FEDERAL DISTRICT COURT (TO THE EXTENT

PERMITTED BY LAW) OR SUCH NEW YORK SUPREME COURT. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL (1) AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY ISSUING LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER, THE PARENT, OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION, OR (2) AFFECT THE RIGHT OF THE BORROWER, THE PARENT OR ANY OTHER LOAN PARTY TO ASSERT OR FILE ANY COUNTERCLAIMS OR CROSSCLAIMS IN ANY SUCH ACTION OR PROCEEDING IN ANY JURISDICTION BROUGHT BY THE ADMINISTRATIVE AGENT OR ANY LENDER OR ISSUING LENDER.

(B) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE BORROWER, THE PARENT, AND EACH OTHER LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY NEW YORK COURT AND ANY CLAIM THAT ANY SUCH LITIGATION BROUGHT IN SUCH NEW YORK COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT THE BORROWER, THE PARENT, OR ANY OTHER LOAN PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH OF THE BORROWER, THE PARENT, AND SUCH OTHER LOAN PARTY HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

**Section 10.13. Waivers.** Each party hereto hereby irrevocably and unconditionally:

(a) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to any Loan Party, Administrative Agent or Lender, as applicable, at its address set forth in Section 10.2 or at such other address of which the Administrative Agent, Lender or Loan Party shall have been notified pursuant thereto;

(b) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall, except as provided in Section 10.12, limit the right to sue in any other jurisdiction; and

(c) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this subsection any special, exemplary, indirect, punitive or consequential damages.

**Section 10.14. Acknowledgements.** Each Loan Party hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Loan Party arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between Administrative Agent and Lenders, on one hand, and the Borrower and the Parent, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among any Loan Party and the Lenders.

**Section 10.15. WAIVERS OF JURY TRIAL.** EACH OF THE LOAN PARTIES, THE ADMINISTRATIVE AGENT, THE LENDERS AND THE ISSUING LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, THE NOTES, THE GUARANTEES, OR ANY OTHER LOAN DOCUMENTS AND FOR ANY COUNTERCLAIM THEREIN.

**Section 10.16. Confidentiality; Material Non-Public Information.**

(a) Each Lender and the Administrative Agent agrees to take normal and reasonable precautions to maintain the confidentiality of information designated in writing as confidential and provided to it by the Parent, the Borrower or any Subsidiary in connection with this Agreement or any other Loan Document; provided, however, that any Lender and the Administrative Agent may disclose such information (a)(i) at the request of any regulatory authority or in connection with an examination of such Person by any such authority, (ii) pursuant to subpoena or other court process or when required to do so in accordance with the provisions of any applicable law or (iii) at the discretion of any other Governmental Authority; provided that such Lender or the Administrative Agent, as applicable, shall, unless prohibited by any Requirement of Law, use reasonable efforts to notify the Borrower in advance of any disclosure pursuant to this clause (a) but only to the extent reasonably practicable under the circumstances, (b) to such Person's Affiliates and independent auditors and other professional advisors, (c) to any Transferee or potential Transferee; provided that such Transferee agrees to comply with the provisions of this Section 10.16, (d) with the consent of the Borrower, (e) to any other party to this Agreement, (f) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder or (g) to the extent such information pertains to this Agreement, is publicly available and is of the type routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry. Notwithstanding any other provision of this Agreement, any other Loan Document or any Assignment and Acceptance, the provisions of this Section 10.16 shall survive with respect to the Administrative Agent and each Lender until the second anniversary of the Administrative Agent or such Lender ceasing to be the Administrative Agent or a Lender, respectively.

(b) EACH LENDER ACKNOWLEDGES THAT INFORMATION RELATING TO THE PARENT, THE BORROWER OR ANY SUBSIDIARY FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE PARENT AND ITS RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL AND STATE SECURITIES LAWS.

(c) ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY HE PARENT, THE BORROWER, ANY SUBSIDIARY OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN

MATERIAL NON-PUBLIC INFORMATION ABOUT THE PARENT, THE BORROWER, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE PARENT, THE BORROWER AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW.

**Section 10.17. USA PATRIOT Act.** Each Lender hereby notifies the Borrower and each other Loan Party that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrower and each other Loan Party, which information includes the name and address of the Borrower and each other Loan Party and other information that will allow such Lender to identify the Borrower and each other Loan Party in accordance with the Patriot Act.

**Section 10.18. Acknowledgement and Consent to Bail-In of Affected Financial Institutions.** Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

**Section 10.19. Exchange Rates.**

(a) Not later than 2:00 P.M. (London time) on each Computation Date or upon the occurrence of any Event of Default, if any Loans or Letters of Credit are outstanding on such date in a Foreign Currency, the Administrative Agent shall (i) determine the Exchange Rate as of such Computation Date with respect to such Foreign Currency and (ii) give notice thereof to the Lenders and the Borrower. The Exchange Rate so determined shall become effective on the first Business Day immediately following the relevant Computation Date or Event of Default (a "Reset Date"), shall remain effective until the next succeeding Reset Date, and shall for all purposes of this Agreement (other than Section 10.20 or any other provision expressly requiring the use of a current Exchange Rate) be the Exchange Rate employed in determining the Dollar Equivalent of any amounts of such Foreign Currency.

(b) Not later than 2:00 P.M. (London time) on each Reset Date and each date on which Loans and/or Letters of Credit denominated in a Foreign Currency are made or issued, if any such Loans and/or Letters of Credit are outstanding on such date, the Administrative Agent shall (i) determine the Dollar Equivalent of the aggregate principal amounts of the Loans and Letters of Credit denominated in such Foreign Currency and (ii) notify the Lenders and the Borrower of the results of such determination.

**Section 10.20. Currency Conversion.** All payments under this Agreement and each other Loan Document shall be made in Dollars, except for Loans funded, or Reimbursement Obligations with respect to Letters of Credit issued, in a Foreign Currency, which shall be repaid, including interest thereon, in such Foreign Currency. If the Borrower fails to make any payment due hereunder that is required to be paid in a Foreign Currency, and the Administrative Agent or the applicable Issuing Lender obtains funds in Dollars (through exercise of setoff rights or rights in respect of any Cash Collateral or Collateral or otherwise) for application against such unpaid amounts, then the Administrative Agent or such Issuing Lender may, at its option (and the Borrower hereby irrevocably authorizes the Administrative Agent or such Issuing Lender to), convert such funds into the Foreign Currency required hereunder at the rate determined by the Administrative Agent or the applicable Issuing Lender, as applicable, as the rate quoted by it in accordance with methods customarily used by such Person for such or similar purposes as the spot rate for the purchase by such Person of the required currency with the currency of actual payment through its principal foreign exchange trading office (including, in the case of the Administrative Agent, any Affiliate) at approximately 11:00 A.M. (Local Time at such office) two Business Days prior to the effective date of such conversion; provided that, the Administrative Agent or the applicable Issuing Lender, as applicable, may obtain such spot rate from another financial institution actively engaged in foreign currency exchange if the Administrative Agent or such Issuing Lender, as applicable, does not then have a spot rate for the required currency. The parties hereto hereby agree, to the fullest extent that they may effectively do so under applicable law, that (i) if for the purposes of obtaining any judgment or award it becomes necessary to convert from any currency other than the currency required hereunder into the currency required hereunder any amount in connection with the Obligations, then the conversion shall be made as provided above on the Business Day before the day on which the judgment or award is given, (ii) in the event that there is a change in the applicable conversion rate prevailing between the Business Day before the day on which the judgment or award is given and the date of payment, the Borrower will pay to the Administrative Agent, for the benefit of the Lenders, such additional amounts (if any) as may be necessary, and the Administrative Agent, on behalf of the Lenders, will pay to the Borrower such excess amounts (if any) as result from such change in the rate of exchange, to assure that the amount paid on such date is the amount in such other currency, which when converted at the conversion rate described herein on the date of payment, is the amount then due in the currency required hereunder, and (iii) any amount due from the Borrower under this Section 10.20 shall be due as a separate debt and shall not be affected by judgment or award being obtained for any other sum due.

**Section 10.21. No Margin Stock Collateral.** Each of the Lenders represents to the Administrative Agent, each of the other Lenders and the Borrower that it in good faith is not, directly or indirectly (by negative pledge or otherwise), relying upon any margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System) as collateral in the extension or maintenance of the credit provided for in this Agreement.

**Section 10.22. No Fiduciary Duty.** Each of the Administrative Agent, the Issuing Lenders, the Lenders and their respective affiliates (collectively, solely for purposes of this paragraph, the "Lender Parties"), may have economic interests that conflict with those of the Borrower and the other Loan Parties. Each of the Borrower and the other Loan Parties agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any of the Lender Parties and the Borrower or any other Loan

Parties or their respective shareholders and Affiliates. Each of the Borrower and the other Loan Parties acknowledges and agrees that (i) the transactions contemplated by the Loan Documents are arm's-length commercial transactions between the Lender Parties, on the one hand, and the Borrower and the other Loan Parties, on the other hand, (ii) in connection therewith and with the process leading to such transaction, each of the Lender Parties is acting solely as a principal and not the agent or fiduciary of the Borrower or any other Loan Parties or their respective management, stockholders, creditors or any other person, (iii) no Lender Party has assumed an advisory or fiduciary responsibility in favor of the Borrower or any other Loan Parties with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether any Lender Party or any of its Affiliates has advised or is currently advising the Borrower or any other Loan parties on other matters) or any other obligation to the Borrower or any other Loan Parties except the obligations expressly set forth in the Loan Documents and (iv) the Borrower and the other Loan Parties have consulted their own legal and financial advisors to the extent they deemed appropriate. Each of the Borrower and the other Loan Parties further acknowledges and agrees that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each of the Borrower and the other Loan Parties agrees that it will not claim that any Lender Party has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower or any other Loan Parties, in connection with such transaction or the process leading thereto.

**Section 10.23. Keepwell.** Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Guarantor to guaranty and otherwise honor all Obligations in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section, or otherwise under the Loan Documents, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). Each Qualified ECP Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

**Section 10.24. Interest Rate Limitation.** Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by any Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the NYFRB Rate to the date of repayment, shall have been received by such Lender.

**Section 10.25. Acknowledgment Regarding Any Supported QFCs.** To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Interest Rate Protection Agreement, Exchange Rate Protection Agreement, Commodity Price Protection Agreement or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “Covered Party”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

For purposes of this Section 10.25:

“BHC Act Affiliate” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“Covered Entity” means any of the following:

- (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“QFC” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8) (D).

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

State of Georgia            )  
  ) s.s.:  
County of \_\_\_\_\_        )

Sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Notary Public

WITNESSETH

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**BORROWER:**

LANDSTAR SYSTEM HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

**PARENT:**

LANDSTAR SYSTEM, INC.

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE FOR LANDSTAR CREDIT AGREEMENT]



**SUBSIDIARY GUARANTORS:**

State of Georgia )  
 ) s.s.:  
County of \_\_\_\_\_ )

Sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Notary Public

WITNESSETH

1. \_\_\_\_\_

2. \_\_\_\_\_

- LANDSTAR BLUE, LLC
- LANDSTAR INVESTMENT HOLDCO, LLC
- RISK MANAGEMENT CLAIM SERVICES, INC.
- LANDSTAR EXPRESS AMERICA, INC.
- LANDSTAR GEMINI, INC.
- LANDSTAR GLOBAL LOGISTICS, INC.
- LANDSTAR INWAY, INC.
- LANDSTAR LIGON, INC.
- LANDSTAR RANGER, INC.
- LANDSTAR TRANSPORTATION LOGISTICS, INC.

By: \_\_\_\_\_  
Name:  
Title:

[SIGNATURE PAGE FOR LANDSTAR CREDIT AGREEMENT]

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**SUBSIDIARY GUARANTOR:**  
SIGNATURE INSURANCE COMPANY

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

Name:

Title:

[SIGNATURE PAGE FOR LANDSTAR CREDIT AGREEMENT]

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JPMORGAN CHASE BANK, N.A., as Administrative  
Agent, Swing Line Lender, the Issuing Lender and a Lender

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

Name:

Title:

[SIGNATURE PAGE FOR LANDSTAR CREDIT AGREEMENT]

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  ,  
as a Lender

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

Name:

Title:

[SIGNATURE PAGE FOR LANDSTAR CREDIT AGREEMENT]

**SCHEDULE 1.1(A)**

**REVOLVING CREDIT COMMITMENTS**

| <b>NAME OF LENDER:</b>                | <b>REVOLVING CREDIT COMMITMENT:</b> |
|---------------------------------------|-------------------------------------|
| JPMorgan Chase Bank, N.A.             | \$ 84,000,000.00                    |
| Bank of America, N.A.                 | \$ 72,000,000.00                    |
| Wells Fargo Bank National Association | \$ 72,000,000.00                    |
| Truist Bank                           | \$ 72,000,000.00                    |
| <b>TOTAL:</b>                         | <b>\$ 300,000,000.00</b>            |

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**SCHEDULE 1.1(B)**

**SUBSIDIARY GUARANTORS**

Landstar Blue, LLC

Landstar Express America, Inc.

Landstar Gemini, Inc.

Landstar Global Logistics, Inc.

Landstar Investment Holdco, LLC

Landstar Inway, Inc.

Landstar Ligon, Inc.

Landstar Ranger, Inc.

Landstar Transportation Logistics, Inc.

Risk Management Claim Services, Inc.

Signature Insurance Company

**SCHEDULE 1.1(C)**

**PRICING GRID**

| <b>LEVEL</b> | <b>LEVERAGE RATIO*</b>  | <b>ABR<br/>LOAN<br/>MARGIN</b> | <b>RFR LOAN AND<br/>TERM<br/>BENCHMARK<br/>LOAN MARGIN</b> | <b>COMMITMENT<br/>FEE RATE</b> |
|--------------|---|--------------------------------|--|--------------------------------|
| I            | Greater than 2.50 to 1.00   | 1.00%                          | 2.00%  | 0.30%                          |
| II           | Less than or equal to 2.50 to 1.00<br>but greater than 1.75 to 1.00 | 0.75%                          | 1.75%  | 0.25%                          |
| III          | Less than or equal to 1.75 to 1.00<br>but greater than 1.00 to 1.00 | 0.50%                          | 1.50%  | 0.225%                         |
| IV           | Less than or equal to 1.00 to 1.00                                  | 0.25%                          | 1.25%  | 0.20%                          |

\* As defined in Section 7.1(a) of the Agreement.

The Applicable Margins and Commitment Fee Rates shall be determined in accordance with the foregoing table based on the Parent's most recent consolidated financial statements. Adjustments, if any, to the Applicable Margins or Commitment Fee Rates shall be effective two (2) Business Days after the Administrative Agent has received the applicable financial statements pursuant to Section 6.1(a) or (b) and associated certificate delivered pursuant to Section 6.2(a) for the applicable fiscal quarter. If the Borrower fails to deliver such financial statements and certificate to the Administrative Agent within the period required pursuant to the Agreement, then the Applicable Margins and Commitment Fee Rates shall be the highest Applicable Margins and Commitment Fee Rates set forth in the foregoing table until the next Business Day after such financial statements and certificate are so delivered. The initial Applicable Margins and Commitment Fee Rates shall be set at the respective percentages set forth in Level IV. Upon delivery to the Administrative Agent of the Parent's consolidated financial statements pursuant to Section 6.1 (a) or (b) and associated certificate delivered pursuant to Section 6.2(a) for the first full fiscal quarter ending after the Closing Date, the Applicable Margin and Commitment Fee Rates shall be reset in accordance with the above.

**SCHEDULE 1.1(D)**

**LETTER OF CREDIT COMMITMENTS**

**NAME OF ISSUING LENDER**  
JPMorgan Chase Bank, N.A.

**LETTER OF CREDIT COMMITMENT**  
\$ 45,000,000



**EXHIBIT A TO CREDIT AGREEMENT**

**FORM OF REVOLVING CREDIT NOTE**

*[This note is exempt from State of Florida documentary stamp tax because it is not secured by a mortgage on Florida real property and was executed by Borrower, and delivered to insert appropriate lender name outside of the State of Florida. See Rule 12B-4.053(34) Fla. Admin. Code.]*

**REVOLVING CREDIT NOTE**

REVOLVING CREDIT  
COMMITMENT:

\$ \_\_\_\_\_

New York, New York  
\_\_\_\_\_, 20\_\_

FOR VALUE RECEIVED, LANDSTAR SYSTEM HOLDINGS, INC., a Delaware corporation (the "Borrower"), promises to pay to \_\_\_\_\_ (the "Lender") or its registered assigns on the Termination Date, at the office of JPMorgan Chase Bank, N.A., at 270 Park Avenue, New York, New York 10017 (or, if any Revolving Credit Loans are denominated in a Foreign Currency, then at the Applicable Payment Office for such Revolving Credit Loans), in lawful money of the United States of America (or, if any Revolving Credit Loans are denominated in a Foreign Currency, then in lawful money of such Foreign Currency) and in immediately available funds, the aggregate unpaid principal amount of all Revolving Credit Loans made by the Lender to the Borrower. The Borrower further agrees to pay interest at said office, in like money (except as otherwise provided in the Credit Agreement for any Revolving Credit Loans denominated in a Foreign Currency), from the date hereof on the unpaid principal amount hereof at the rates and on the dates specified in Section 2.9 of the Second Amended and Restated Credit Agreement, dated as of July 1, 2022, among the Borrower, Landstar System, Inc., the Subsidiaries of the Borrower signatories thereto, the Lender, the several other banks and other financial institutions from time to time parties thereto, and JPMorgan Chase Bank, N.A., as administrative agent (as the same may from time to time be amended, restated, modified or supplemented, the "Credit Agreement"; terms defined therein being used herein as so defined).

This Note is one of the Revolving Credit Notes referred to in the Credit Agreement, is entitled to the benefits thereof, and is subject to prepayment in whole or in part as provided therein.

The holder of this Note is authorized to record the date, currency, amount and Type of each Revolving Credit Loan made by the Lender to the Borrower pursuant to Section 2.2 of the Credit Agreement, each continuation thereof, each conversion of all or a portion thereof to another Type, the date and amount of each payment or prepayment of principal thereof, and the length of each Interest Period with respect thereto, on the schedule annexed hereto and made a part hereof, and any such recordation or any such information recorded on such Lender's internal books and records and then attached to this Note in the form of the schedule attached hereto shall constitute prima facie evidence of the accuracy of the information so recorded; provided that, the failure of the Lender to make such recordation (or any error in such recordation) shall not affect the obligations of the Borrower hereunder or under the Credit Agreement.

Payment and performance of this Note is guaranteed as set forth in the Subsidiaries Guarantee and the Parent Guarantee, and shall be secured by each Pledge Agreement delivered pursuant to the terms of the Credit Agreement.

Upon the occurrence of any one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided therein.

The Borrower hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

LANDSTAR SYSTEM HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

**LOANS, CONVERSIONS AND PAYMENTS**  
**WITH RESPECT TO ABR LOANS**

| <u>Date</u> | <u>Amount of ABR<br/>Loans Made or<br/>Converted from<br/>Term Benchmark<br/>Loans</u> | <u>Amount of ABR<br/>Loans Paid or<br/>Converted into<br/>Term Benchmark<br/>Loans</u> | <u>Unpaid Principal<br/>Balance of ABR<br/>Loans</u> | <u>Notation Made By</u> |
|-------------|--|--|--|-------------------------|
|-------------|--|--|--|-------------------------|

**LOANS, CONVERSIONS AND PAYMENTS**  
**WITH RESPECT TO TERM BENCHMARK LOANS**

| <u>Date</u> | <u>Amount of Term<br/>Benchmark Loans<br/>Made or Converted<br/>from ABR Loans</u> | <u>Interest Period and<br/>Term Benchmark<br/>Rate in Respect<br/>Thereof</u> | <u>Amount of Term<br/>Benchmark Loans<br/>Paid or Converted<br/>into ABR Loans</u> | <u>Notation Made By</u> |
|-------------|--|---|--|-------------------------|
|-------------|--|---|--|-------------------------|

**EXHIBIT B TO CREDIT AGREEMENT**

**FORM OF SWING LINE NOTE**

*[This note is exempt from State of Florida documentary stamp tax because it is not secured by a mortgage on Florida real property and was executed by Borrower, and delivered to JPMorgan Chase Bank, N.A., outside of the State of Florida. See Rule 12B-4.053(34) Fla. Admin. Code.]*

**SWING LINE NOTE**

SWING LINE  
COMMITMENT:

\$ \_\_\_\_\_

New York, New York  
\_\_\_\_\_, 20\_\_

FOR VALUE RECEIVED, LANDSTAR SYSTEM HOLDINGS, INC., a Delaware corporation (the "Borrower"), promises to pay to JPMORGAN CHASE BANK, N.A. (the "Lender") or its registered assigns on the Termination Date, at its offices at 270 Park Avenue, New York, New York 10017, in lawful money of the United States of America and in immediately available funds, the principal amount of the aggregate unpaid principal amount of all Swing Line Loans made by the Lender to the Borrower. The Borrower further agrees to pay interest at said office, in like money, from the date hereof on the unpaid principal amount hereof at the rates and on the dates specified in Section 2.9 of the Second Amended and Restated Credit Agreement, dated as of July 1, 2022, among the Borrower, Landstar System, Inc., the Subsidiaries of the Borrower signatories thereto, the Lender, the several other banks and other financial institutions from time to time parties thereto, and JPMorgan Chase Bank, N.A., as administrative agent (as the same may from time to time be amended, restated, modified or supplemented, the "Credit Agreement"; terms defined therein being used herein as so defined).

This Note is the Swing Line Note referred to in the Credit Agreement, is entitled to the benefits thereof, and is subject to prepayment in whole or in part as provided therein.

The holder of this Note is authorized to record the date and amount of each Swing Line Loan made by the Lender to the Borrower pursuant to Section 2.5 of the Credit Agreement and the date and amount of each payment or prepayment of principal thereof, on the schedule annexed hereto and made a part hereof, and any such recordation or any such information recorded on such Lender's internal books and records and then attached to this Note in the form of the schedule attached hereto shall constitute prima facie evidence of the accuracy of the information so recorded, provided that the failure of the Lender to make such recordation (or any error in such recordation) shall not affect the obligations of the Borrower hereunder or under the Credit Agreement.

Payment and performance of this Note is guaranteed as set forth in the Subsidiaries Guarantee and the Parent Guarantee, and shall be secured by each Pledge Agreement delivered pursuant to the terms of the Credit Agreement. Upon the occurrence of any one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable all as provided therein.

The Borrower hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

LANDSTAR SYSTEM HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

**LOANS AND PAYMENTS**

| <u>Date</u> | <u>Amount of Swing<br/>Line Loans</u> | <u>Amount of Swing<br/>Line Loans Paid</u> | <u>Unpaid Principal<br/>Balance of Swing<br/>Line Loans</u> | <u>Notation Made By</u> |
|-------------|---------------------------------------|--|---|-------------------------|
|-------------|---------------------------------------|--|---|-------------------------|

**EXHIBIT C-1 TO CREDIT AGREEMENT**

**FORM OF PARENT GUARANTEE**

PARENT GUARANTEE, dated as of June 2, 2016, by LANDSTAR SYSTEM, INC., a Delaware corporation (the "Guarantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Issuing Lender and the Lenders that are parties to the Credit Agreement defined below (and including any Affiliates thereof that are parties to any Interest Rate Protection Agreements included in the Obligations as defined below, with such Lenders and Affiliates, together with the Issuing Lender, being collectively referred to herein as the "Lenders").

WITNESSETH:

WHEREAS, Landstar System Holdings, Inc., a Delaware corporation (the "Borrower"), is party to the Credit Agreement, dated as of June 2, 2016, with the Guarantor, the Subsidiaries of the Borrower that are signatories thereto, the Administrative Agent, and the lenders parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Guarantor owns directly all of the issued and outstanding stock of the Borrower and expects to derive substantial benefits from the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Guarantor and the Administrative Agent wish to enter into this Guarantee as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the Guarantor and the Administrative Agent, with the consent of and for the ratable benefit of the Lenders, hereby agree that:

**1. Defined Terms.** As used in this Guarantee, terms defined in the Credit Agreement are used herein as therein defined, and the following terms shall have the following meanings:

"Guarantee" shall mean this Parent Guarantee, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Obligations" shall mean all obligations, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred or arising, (a) of the Borrower (i) to pay commitment and other fees, commissions, costs and expenses under the Credit Agreement and the other Loan Documents, (ii) to pay principal and interest on Loans (including Swing Line Loans) and Reimbursement Obligations, (iii) to pay all other amounts due to the Administrative Agent and each Lender and Issuing Lender arising under the Credit Agreement and the other Loan Documents, and (iv) to provide Cash Collateral as required by the Credit Agreement, and (b) of each Loan Party to pay all amounts due from such Loan Party in respect of each Specified Bank Product Agreement and Specified Hedge Agreement to which it is a party and any agreement, instrument or other document made or delivered by it pursuant thereto, whether upon termination thereof or otherwise, and whether on account of principal, interests, fees, indemnity and reimbursement obligations, costs or expenses, in all of the foregoing cases in the preceding clauses (a) and (b), including all such interest, fees and other monetary obligations accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether such interest, fees or other monetary obligations are allowed or allowable in such proceeding; provided that the Obligations shall exclude any Excluded Swap Obligations.



**2. Guarantee.** (a) The Guarantor hereby unconditionally and irrevocably, guarantees to the Administrative Agent and the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, in lawful money of the United States or any other Agreed Currency in which such Obligations may be payable, and the Guarantor further agrees to pay any and all expenses (including, without limitation, all reasonable fees and disbursements of counsel) which may be paid or incurred by the Administrative Agent or any Lender in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, the Guarantor under this Guarantee. This Guarantee shall remain in full force and effect until the Obligations are paid in full and the Revolving Credit Commitments are terminated, notwithstanding that from time to time prior thereto the Borrower may be free from any Obligations. This Guarantee is a guarantee of payment when due and not of collection.

(b) No payment or payments made by the Borrower, the Guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrower, the Guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of the Guarantor hereunder which shall, notwithstanding any such payment or payments other than payments made by the Guarantor in respect of the Obligations or payments received or collected from the Guarantor in respect of the Obligations, remain liable for the Obligations until the Obligations are paid in full and the Revolving Credit Commitments are terminated.

(c) The Guarantor agrees that whenever, at any time, or from time to time, it shall make any payment to the Administrative Agent or any Lender on account of its liability hereunder, it will notify the Administrative Agent in writing that such payment is made under this Guarantee for such purpose.

**3. Right of Set-off.** Upon the occurrence of any Event of Default specified in the Credit Agreement, the Guarantor hereby irrevocably authorizes each Lender at any time and from time to time without notice to the Guarantor, any such notice being expressly waived by the Guarantor, to set off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender to or for the credit or the account of the Guarantor, or any part thereof in such amounts as such Lender may elect, against and on account of the obligations and liabilities of the Guarantor to such Lender hereunder and claims of every nature and description of such Lender against the Guarantor, in any currency, whether arising hereunder, under the Credit Agreement, the other Loan Documents or otherwise, as such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. Each Lender agrees to notify the Guarantor promptly of any such set-off and the application made by such Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Lender under this paragraph are in addition to other rights and remedies (including, without limitation, other rights of set-off) which such Lender may have.

**4. No Subrogation, Contribution, Reimbursement or Indemnity.** Notwithstanding anything to the contrary in this Guarantee, the Guarantor hereby irrevocably waives all rights which may have arisen in connection with this Guarantee to be subrogated to any of the rights (whether contractual, under the Bankruptcy Code, including Section 509 thereof, under common law or otherwise) of the Administrative Agent or any Lender against the Borrower or against the Administrative Agent or any Lender for the payment of the Obligations. The Guarantor hereby further irrevocably waives all

contractual, common law, statutory or other rights of reimbursement, contribution, exoneration or indemnity (or any similar right) from or against the Borrower, any Subsidiary Guarantor, or any other Person which may have arisen in connection with this Guarantee. So long as the Obligations remain outstanding, if any amount shall be paid by or on behalf of the Borrower, or any Subsidiary Guarantor, to the Guarantor on account of any of the rights waived in this paragraph, such amount shall be held by the Guarantor in trust, segregated from other funds of the Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by the Guarantor (duly indorsed by the Guarantor to the Administrative Agent, if required), to be applied against the obligations, whether matured or unmatured, in such order as the Administrative Agent may determine. The provisions of this paragraph shall survive the term of this Guarantee and the payment in full of the Obligations and the termination of the Revolving Credit Commitments.

**5. Amendments, etc. with respect to the Obligations; Waiver of Rights.** The Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against the Guarantor and without notice to or further assent by the Guarantor, any demand for payment of any of the Obligations made by the Administrative Agent or any Lender may be rescinded by such party and any of the Obligations continued, and the obligations, or the liability of any other party upon or for any part thereof, or any guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender and the Credit Agreement, the other Loan Documents or other guarantee or document in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent and/or any Lender may deem advisable from time to time, and any guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held as security for the obligations or for this Guarantee or any property subject thereto. When making any demand hereunder against the Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on the Borrower or any guarantor, and any failure by the Administrative Agent or any Lender to make any such demand or to collect any payments from the Borrower or such other guarantor or any release of the Borrower or such other guarantor shall not relieve the Guarantor, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of the Administrative Agent or any Lender against the Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

**6. Guarantee Absolute and Unconditional.** The Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon this Guarantee or acceptance of this Guarantee, the obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon this Guarantee; and all dealings between the Borrower or the Guarantor and the Administrative Agent or any Lender shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guarantee. The Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or the Guarantor with respect to the Obligations. The Guarantor understands and agrees that this Guarantee shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity, regularity or enforceability of the Credit Agreement, any other Loan Document, any of the Obligations or any collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or the Guarantor)

which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the obligations, or of the Guarantor under this Guarantee, in bankruptcy or in any other instance. When pursuing its rights and remedies hereunder against the Guarantor, the Administrative Agent and any Lender may, but shall be under no obligation to, pursue such rights and remedies as it may have against the Borrower or any other Person or against any collateral security or guarantee for the obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to pursue such other rights or remedies or to collect any payments from the Borrower or any such other Person or to realize upon any such guarantee or to exercise any such right of offset, or any release of the Borrower or any such other Person or any such collateral security, guarantee or right of offset, shall not relieve the Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against the Guarantor. This Guarantee shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantor and the successors and assigns thereof, and shall inure to the benefit of the Administrative Agent and the Lenders, and their respective successors, indorsees, transferees and assigns, until all the obligations and the obligations of the Guarantor under this Guarantee shall have been satisfied by payment in full and the Revolving Credit Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Obligations.

**7. Reinstatement.** This Guarantee shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or the Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or the Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

**8. Payments.** The Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars or other Agreed Currency in which such Obligations are payable at the office of the Administrative Agent located at 270 Park Avenue, New York, New York 10017, U.S.A. or such Applicable Payment Office as may be specified for any of the Obligations payable in any other Agreed Currency.

**9. Representations and Warranties.** The Guarantor hereby represents and warrants that the representations and warranties set forth in Article IV of the Credit Agreement as they relate to the Guarantor, each of which is hereby incorporated herein by reference, are true and correct, and the Administrative Agent and each Lender shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this paragraph, be deemed to be a reference to the Guarantor's knowledge.

The Guarantor agrees that the foregoing representations and warranties shall be deemed to have been made by the Guarantor on the date of each borrowing by the Borrower, and on the date of issuance of each Letter of Credit, under the Credit Agreement on and as of such date of borrowing or issuance as though made hereunder on and as of such date (or, if stated to relate to an earlier date, as of such earlier date).

**10. Covenants.** The Guarantor hereby agrees that, from and after the Closing Date and so long as the Revolving Credit Commitments remain in effect, any Loan or Letter of Credit remains outstanding and unpaid or any other amount is owing to any Lender or the Administrative Agent under the Credit Agreement or any other Loan Document, the Guarantor shall take, or shall refrain from taking, as the case may be, all actions that are necessary to be taken or not taken so that no violation of any provision, covenant or agreement contained in Articles VI or VII of the Credit Agreement, and so that no Default or Event of Default, is caused by any act or failure to act of the Guarantor or any of its Subsidiaries.

**11. Severability.** Any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**12. Paragraph Headings.** The paragraph headings used in this Guarantee are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

**13. No Waiver; Cumulative Remedies.** Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to paragraph 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

**14. Integration; Waivers and Amendments; Successors and Assigns; Governing Law.** This Guarantee and the other Loan Documents represent the agreement of the Guarantor with respect to the subject matter hereof, and there are no promises or representations by the Administrative Agent or any Lender relative to the subject matter hereof not reflected herein or in the other Loan Documents. None of the terms or provisions of this Guarantee may be waived, amended or supplemented or otherwise modified except by a written instrument executed by the Guarantor and the Administrative Agent, provided that any provision of this Guarantee may be waived by the Administrative Agent and the Lenders in a letter or agreement executed by the Administrative Agent or by e-mail or facsimile transmission from the Administrative Agent. This Guarantee shall be binding upon the successors and assigns of the Guarantor and shall inure to the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. This Guarantee shall be governed by and be construed and interpreted in accordance with the law of the State of New York.

**15. Notices.** All notices, requests and demands to or upon the Guarantor or the Administrative Agent or any Lender to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or, in the case of telecopy notice, when received, or, in the case of delivery by a nationally-recognized overnight courier, when received, addressed to a party at the address set forth in the Credit Agreement, in the case of the Administrative Agent or the Lenders or, in the case of the Guarantor, to the following address:

Landstar System, Inc.  
13410 Sutton Park Drive South  
Jacksonville, Florida 32224  
Attention: L. Kevin Stout  
Telecopy: 904-390-1644

**16. Judgment Currency.** If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from the Guarantor hereunder in the currency expressed to be payable herein (the “specified currency”) into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the specified currency with such other currency at the Administrative Agent’s main New York City office on the Business Day preceding that on which final, non-appealable judgment is given. The obligations of the Guarantor in respect of any sum due hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by any holder of Obligations (including the Administrative Agent and the Issuing Lender), as the case may be, of any sum adjudged to be so due in such other currency such holder of Obligations (including the Administrative Agent and the Issuing Lender), as the case may be, may in accordance with normal, reasonable banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to such holder of Obligations (including the Administrative Agent and the Issuing Lender), as the case may be, in the specified currency, the Guarantor agrees to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such holder of Obligations (including the Administrative Agent and the Issuing Lender), as the case may be, against such loss, and if the amount of the specified currency so purchased exceeds (a) the sum originally due to any holder of Obligations (including the Administrative Agent and the Issuing Lender), as the case may be, in the specified currency and (b) amounts shared with other holders of Obligations as a result of allocations of such excess as a disproportionate payment to such other holder of Obligations under Section 2.12 of the Credit Agreement, such holder of Obligations (including the Administrative Agent and the Issuing Lender), as the case may be, agrees, by accepting the benefits hereof, to remit such excess to the Guarantor.

**17. Counterparts.** This Guarantee may be executed by one or more of the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

LANDSTAR SYSTEM, INC.

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT C-2 TO CREDIT AGREEMENT**

**FORM OF SUBSIDIARIES GUARANTEE**

SUBSIDIARIES GUARANTEE, dated as of June 2, 2016, by each of the corporations that are signatories hereto and each Subsidiary of the Borrower that hereafter executes and delivers a Subsidiaries Guarantee Supplement hereto (collectively, the “Subsidiary Guarantors”) in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Issuing Lender and the Lenders that are parties to the Credit Agreement defined below (and including any Affiliates thereof that are parties to any Interest Rate Protection Agreements included in the Obligations as defined below, with such Lenders and Affiliates, together with the Issuing Lender, being collectively referred to herein as the “Lenders”).

WITNESSETH:

WHEREAS, Landstar System Holdings, Inc., a Delaware corporation (the “Borrower”), is party to the Credit Agreement, dated as of June 2, 2016, with Landstar System, Inc., the Subsidiary Guarantors, the Administrative Agent, and the lenders parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Borrower owns directly or indirectly all of the issued and outstanding stock of each Subsidiary Guarantor;

WHEREAS, the Borrower and the Subsidiary Guarantors are engaged in related businesses, and each Subsidiary Guarantor will derive substantial direct and indirect benefit from the making of the Extensions of Credit; and

WHEREAS, in connection with the Credit Agreement, the Subsidiary Guarantors and the Administrative Agent wish to enter into this Guarantee as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, each Subsidiary Guarantor and the

Administrative Agent, with the consent of and for the ratable benefit of the Lenders, hereby agree:

**1. Defined Terms.** As used in this Guarantee, terms defined in the Credit Agreement are used herein as therein defined, and the following terms shall have the following meanings:

“Guarantee” shall mean this Subsidiaries Guarantee, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Obligations” shall mean all obligations, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred or arising, (a) of the Borrower (i) to pay commitment and other fees, commissions, costs and expenses under the Credit Agreement and the other Loan Documents, (ii) to pay principal and interest on Loans (including Swing Line Loans) and Reimbursement Obligations, (iii) to pay all other amounts due to the Administrative Agent and each Lender and Issuing Lender arising under the Credit Agreement and the other Loan Documents, and (iv) to provide Cash Collateral as required by the Credit Agreement, and (b) of each Loan Party to pay all amounts due from such Loan Party in respect of each Specified Bank Product Agreement and Specified Hedge Agreement to which it is a party and any agreement, instrument or other document made or delivered by it pursuant thereto, whether upon termination thereof or otherwise, and whether on account of principal, interests,

fees, indemnity and reimbursement obligations, costs or expenses, in all of the foregoing cases in the preceding clauses (a) and (b), including all such interest, fees and other monetary obligations accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether such interest, fees or other monetary obligations are allowed or allowable in such proceeding; provided that the Obligations shall exclude any Excluded Swap Obligations.

**2. Guarantee.** (a) Subject to the provisions of paragraph (b), each of the Subsidiary Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Lenders and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower and each other Subsidiary Guarantor when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, in lawful money of the United States or any other Agreed Currency in which such Obligations may be payable, and each Subsidiary Guarantor further agrees to pay any and all expenses (including, without limitation, all reasonable fees and disbursements of counsel) which may be paid or incurred by the Administrative Agent or any Lender in enforcing, or obtaining advice of counsel with respect to, or collecting against, the Borrower or such other Subsidiary Guarantor under this Guarantee. This Guarantee is a guarantee of payment when due and not of collection.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Subsidiary Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Subsidiary Guarantor under applicable federal and state laws relating to the insolvency of debtors.

(c) Each Subsidiary Guarantor further agrees to pay any and all expenses (including, without limitation, all fees and disbursements of counsel) which may be paid or incurred by the Administrative Agent or any Lender in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, such Subsidiary Guarantor under this Guarantee. This Guarantee shall remain in full force and effect until the Obligations are paid in full and the Revolving Credit Commitments are terminated, notwithstanding that from time to time prior thereto the Borrower may be free from any Obligations.

(d) Each Subsidiary Guarantor agrees that the obligations may at any time and from time to time exceed the amount of the liability of such Subsidiary Guarantor hereunder without impairing this Guarantee or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(e) No payment or payments made by the Borrower, any of the Subsidiary Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrower, any of the Subsidiary Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Subsidiary Guarantor hereunder which shall, notwithstanding any such payment or payments other than payments made by such Subsidiary Guarantor in respect of the Obligations or payments received or collected from such Subsidiary Guarantor in respect of the Obligations, remain liable for the obligations up to the maximum liability of such Subsidiary Guarantor hereunder until the Obligations are paid in full and the Revolving Credit Commitments are terminated.

(f) Each Subsidiary Guarantor agrees that whenever, at any time, or from time to time, it shall make any payment to the Administrative Agent or any Lender on account of its liability hereunder, it will notify the Administrative Agent in writing that such payment is made under this Guarantee for such purpose.



**3. Right of Contribution.** Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder who has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Paragraph 5 hereof. The provisions of this Paragraph 3 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Administrative Agent and the Lenders, and each Subsidiary Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Subsidiary Guarantor hereunder.

**4. Right of Set-off.** Upon the occurrence of any Event of Default specified in the Credit Agreement, each Subsidiary Guarantor hereby irrevocably authorizes each Lender at any time and from time to time without notice to such Subsidiary Guarantor or any other Subsidiary Guarantor, any such notice being expressly waived by each Subsidiary Guarantor, to set off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender to or for the credit or the account of such Subsidiary Guarantor, or any part thereof in such amounts as such Lender may elect, against and on account of the obligations and liabilities of such Subsidiary Guarantor to such Lender hereunder and claims of every nature and description of such Lender against such Subsidiary Guarantor, in any currency, whether arising hereunder, under the Credit Agreement, the other Loan Documents or otherwise, as such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. Each Lender agrees to notify such Subsidiary Guarantor promptly of any such set-off and the application made by such Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Lender under this paragraph are in addition to other rights and remedies (including, without limitation, other rights of set-off) which such Lender may have.

**5. No Subrogation.** Notwithstanding any payment or payments made by any of the Subsidiary Guarantors hereunder or any set-off or application of funds of any of the Subsidiary Guarantors by any Lender, no Subsidiary Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against the Borrower or any other Guarantor or any guarantee or right of offset held by any Lender for the payment of the Obligations, nor shall any Subsidiary Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Subsidiary Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders on account of the Obligations are paid in full and the Revolving Credit Commitments are terminated. If any amount shall be paid to any Subsidiary Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been paid in full, such amount shall be held by such Subsidiary Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Subsidiary Guarantor, and shall, forthwith upon receipt by such Subsidiary Guarantor, be turned over to the Administrative Agent in the exact form received by such Subsidiary Guarantor (duly indorsed by such Subsidiary Guarantor to the Administrative Agent, if required), to be applied against the obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

**6. Amendments, etc. with Respect to the Obligations; Waiver of Rights.** Each Subsidiary Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Subsidiary Guarantor and without notice to or further assent by any Subsidiary Guarantor, any demand for payment of any of the Obligations made by the Administrative Agent or any Lender may be rescinded by such party and any of the obligations continued, and the Obligations, or the liability of any other party upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender and the Credit Agreement, the other Loan Documents, any other collateral security document or other guarantee or document in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent and/or any Lender may deem advisable from time to time, and any guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Obligations may be sold, exchanged, waived, surrendered or released. Neither the Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held as security for the Obligations or for this Guarantee or any property subject thereto. When making any demand hereunder against any of the Subsidiary Guarantors, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on the Borrower or any other Subsidiary Guarantor or guarantor, and any failure by the Administrative Agent or any Lender to make any such demand or to collect any payments from the Borrower or any such other Subsidiary Guarantor or guarantor or any release of the Borrower or such other Subsidiary Guarantor or guarantor shall not relieve any of the Subsidiary Guarantors in respect of which a demand or collection is not made or any of the Subsidiary Guarantors not so released of their several obligations or liabilities hereunder, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of the Administrative Agent or any Lender against any of the Subsidiary Guarantors. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

**7. Guarantee Absolute and Unconditional.** Each Subsidiary Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon this Guarantee or acceptance of this Guarantee, the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon this Guarantee; and all dealings between the Borrower or any of the Subsidiary Guarantors and the Administrative Agent or any Lender shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guarantee. Each Subsidiary Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Subsidiary Guarantors with respect to the Obligations. Each Subsidiary Guarantor understands and agrees that this Guarantee shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity, regularity or enforceability of the Credit Agreement, any other Loan Document, any of the obligations or any guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Subsidiary Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Obligations, or of such Subsidiary Guarantor under this Guarantee, in bankruptcy or in any other instance. When pursuing its rights and remedies hereunder against any Subsidiary Guarantor, the Administrative Agent and any Lender may, but shall be under no obligation to, pursue such rights and remedies as it may have against the Borrower or any other Person or against any guarantee for the Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to pursue such other rights or remedies or to collect any payments from the Borrower or any such other Person or to realize upon such guarantee or to exercise any such right of offset, or any release of the Borrower or any such other Person or such guarantee or right of offset, shall not relieve such Subsidiary Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law,

of the Administrative Agent or any Lender against such Subsidiary Guarantor. This Guarantee shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon each Subsidiary Guarantor and the successors and assigns thereof, and shall inure to the benefit of the Administrative Agent and the Lenders, and their respective successors, indorsees, transferees and assigns, until all the Obligations and the obligations of each Subsidiary Guarantor under this Guarantee shall have been satisfied by payment in full and the Revolving Credit Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Obligations.

**8. Reinstatement.** This Guarantee shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Subsidiary Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Subsidiary Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

**9. Payments.** Each Subsidiary Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars or other Agreed Currency in which such Obligations are payable at the office of the Administrative Agent located at 270 Park Avenue, New York, New York 10017, U.S.A. or such Applicable Payment Office as may be specified for any of the Obligations payable in any other Agreed Currency.

**10. Representations and Warranties.** Each Subsidiary Guarantor hereby represents and warrants that the representations and warranties set forth in Article IV of the Credit Agreement as they relate to such Subsidiary Guarantor, each of which is hereby incorporated herein by reference, are true and correct, and the Administrative Agent and each Lender shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to the Borrower's knowledge shall, for the purposes of this paragraph, be deemed to be a reference to such Subsidiary Guarantor's knowledge.

Each Subsidiary Guarantor agrees that the foregoing representations and warranties shall be deemed to have been made by such Subsidiary Guarantor on the date of each borrowing by the Borrower, and on the date of issuance of each Letter of Credit, under the Credit Agreement on and as of such date of borrowing or issuance as though made hereunder on and as of such date (or, if stated to relate to an earlier date, as of such earlier date).

**11. Covenants.** Each Subsidiary Guarantor hereby agrees that, from and after the Closing Date and so long as the Revolving Credit Commitments remain in effect, any Loan or Letter of Credit remains outstanding and unpaid or any other amount is owing to any Lender or the Administrative Agent under the Credit Agreement or any other Loan Document, such Subsidiary Guarantor shall take, or shall refrain from taking, as the case may be, all actions that are necessary to be taken or not taken so that no violation of any provision, covenant or agreement contained in Articles VI or VII of the Credit Agreement, and so that no Default or Event of Default, is caused by any act or failure to act of such Subsidiary Guarantor or any of its Subsidiaries.

**12. Severability.** Any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**13. Paragraph Headings.** The paragraph headings used in this Guarantee are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

**14. No Waiver; Cumulative Remedies.** Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to paragraph 15 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

**15. Integration; Waivers and Amendments; Successors and Assigns; Governing Law.** This Guarantee and the other Loan Documents represent the agreement of each Subsidiary Guarantor with respect to the subject matter hereof, and there are no promises or representations by the Administrative Agent or any Lender relative to the subject matter hereof not reflected herein or in the other Loan Documents. None of the terms or provisions of this Guarantee may be waived, amended or supplemented or otherwise modified except by a written instrument executed by each Subsidiary Guarantor and the Administrative Agent, provided that any provision of this Guarantee may be waived by the Administrative Agent and the Lenders in a letter or agreement executed by the Administrative Agent or by telex or facsimile transmission from the Administrative Agent. This Guarantee shall be binding upon the successors and assigns of each Subsidiary Guarantor and shall inure to the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. This Guarantee shall be governed by and be construed and interpreted in accordance with the law of the State of New York.

**16. Notices.** All notices, requests and demands to or upon the Subsidiary Guarantors or the Administrative Agent or any Lender to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or, in the case of telecopy notice, when received, or, in the case of delivery by a nationally-recognized overnight courier, when received, addressed to a party at the address set forth in the Credit Agreement for the Subsidiary Guarantors.

**17. Judgment Currency.** If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from any Subsidiary Guarantor hereunder in the currency expressed to be payable herein (the "specified currency") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the specified currency with such other currency at the Administrative Agent's main New York City office on the Business Day preceding that on which final, non-appealable judgment is given. The obligations of each Subsidiary Guarantor in respect of any sum due hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by any holder of Obligations (including the Administrative Agent and the Issuing Lender), as the case may be, of any sum adjudged to be so due in such other currency such holder of Obligations (including

the Administrative Agent and the Issuing Lender), as the case may be, may in accordance with normal, reasonable banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to such holder of Obligations (including the Administrative Agent and the Issuing Lender), as the case may be, in the specified currency, each Subsidiary Guarantor agrees to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such holder of Obligations (including the Administrative Agent and the Issuing Lender), as the case may be, against such loss, and if the amount of the specified currency so purchased exceeds (a) the sum originally due to any holder of Obligations (including the Administrative Agent and the Issuing Lender), as the case may be, in the specified currency and (b) amounts shared with other holders of Obligations as a result of allocations of such excess as a disproportionate payment to such other holder of Obligations under Section 2.12 of the Credit Agreement, such holder of Obligations (including the Administrative Agent and the Issuing Lender), as the case may be, agrees, by accepting the benefits hereof, to remit such excess to such Subsidiary Guarantor.

**18. Counterparts.** This Guarantee may be executed by one or more of the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

LANDSTAR ACQUISITION CORPORATION

LANDSTAR CAPACITY SERVICES, INC.

LANDSTAR CORPORATE SERVICES, INC.

LANDSTAR EXPRESS AMERICA, INC.

LANDSTAR GEMINI, INC.

LANDSTAR GLOBAL LOGISTICS, INC.

LANDSTAR INWAY, INC.

LANDSTAR LIGON, INC.

LANDSTAR RANGER, INC.

LANDSTAR TRANSPORTATION LOGISTICS, INC.

RISK MANAGEMENT CLAIM SERVICES, INC.

By: \_\_\_\_\_  
Name:  
Title:

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

Name:

Title:

**EXHIBIT A TO SUBSIDIARIES GUARANTEE**

**SUBSIDIARIES GUARANTEE SUPPLEMENT**

Reference is made to the Subsidiaries Guarantee, dated as of June 2, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Subsidiaries Guarantee"; terms defined therein being used herein as therein defined), made by the parties thereto in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Lenders (together with certain of their Affiliates as provided in the Subsidiaries Guarantee, the "Lenders") parties to the Credit Agreement, dated as of June 2, 2016, among Landstar System Holdings, Inc., Landstar System, Inc., the Subsidiaries of the Borrower signatories thereto, the Lenders, and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

The undersigned hereby acknowledges that it has received and reviewed a copy of the Subsidiaries Guarantee, and hereby agrees, effective as of the date hereof:

- (a) to join the Subsidiaries Guarantee as a Subsidiary Guarantor party thereto;
- (b) to be bound by all covenants, agreements and acknowledgements attributable to a Subsidiary Guarantor in the Subsidiaries Guarantee;
- (c) to pay and perform all obligations required of it as a Subsidiaries Guarantor by the Subsidiaries Guarantee; and

(d) that the undersigned shall be deemed to be a Subsidiary Guarantor under the Credit Agreement and that Schedule 1.1(B) of the Credit Agreement is hereby supplemented by adding at the end thereof, under the heading "Subsidiary Guarantors", the name "[NAME OF NEW SUBSIDIARY]".

The undersigned hereby represents and warrants that the representations and warranties with respect to it contained in, or made or deemed made by it in, Section 10 of the Subsidiaries Guarantee are true and correct on the date hereof.

THIS SUBSIDIARIES GUARANTEE SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Subsidiaries Guarantee Supplement to be duly executed and delivered in New York, New York by its proper and duly authorized officer as of this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

[NAME OF NEW SUBSIDIARY]

By: \_\_\_\_\_  
Name:  
Title:



Date: \_\_\_\_\_

**EXHIBIT C-3 TO CREDIT AGREEMENT**

**FORM OF L/C GUARANTEE**

L/C GUARANTEE, dated as of June 2, 2016 by LANDSTAR SYSTEM, INC., a Delaware corporation (the "Guarantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Issuing Lender and the Lenders that are parties to the Credit Agreement defined below (together with the Issuing Lender, collectively the "Lenders").

WITNESSETH:

WHEREAS, certain Subsidiaries of the Guarantor (collectively, the "Subsidiary Guarantors") are parties to the Credit Agreement, dated as of June 2, 2016, with Landstar System Holdings, Inc., the Guarantor, the Administrative Agent, and the lenders parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Guarantor owns directly or indirectly all of the issued and outstanding stock of each Subsidiary Guarantor and expects to derive substantial benefits from the Credit Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective loans and other extensions of credit to the Borrower and the Subsidiary Guarantors under the Credit Agreement, the Guarantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

**1. Defined Terms.** As used in this Guarantee, terms defined in the Credit Agreement are used herein as therein defined, and the following terms shall have the following meanings:

"Guarantee" shall mean this L/C Guarantee, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Obligations" shall mean the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, owing by the respective Subsidiary Guarantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the respective Subsidiary Guarantor to the Administrative Agent or the Lenders, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, the Letters of Credit, the Applications entered into with the Issuing Lender in respect of the Letters of Credit, the other Loan Documents or any other document made, delivered or given in connection therewith, whether on account of principal, interest, Reimbursement Obligations and other L/C Obligations, fees, Letter of Credit commissions, indemnities, costs, expenses (including, without limitation, all reasonable fees and disbursements of counsel to the Administrative Agent, the Issuing Lender or any L/C Participant that are required to be paid by the respective Subsidiary Guarantor pursuant to the terms of the Credit Agreement) or otherwise; provided that the Obligations shall exclude any Excluded Swap Obligations.

**2. Guarantee.** (a) The Guarantor hereby unconditionally and irrevocably, guarantees to the Administrative Agent, the Issuing Lender and the L/C Participants and their respective successors, indorsees, transferees and assigns, the prompt and complete payment by each respective Subsidiary Guarantor when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, in lawful money of the United States or any other Agreed Currency in which such Obligations may be payable, and the Guarantor further agrees to pay any and all expenses (including, without limitation, all reasonable fees and disbursements of counsel) which may be paid or incurred by the Administrative Agent, the Issuing Lender or any L/C Participant in enforcing, or obtaining advice of counsel in respect of, any rights with respect to, or collecting, any or all of the Obligations and/or enforcing any rights with respect to, or collecting against, the Guarantor under this Guarantee. This Guarantee shall remain in full force and effect until the obligations are paid in full and the Revolving Credit Commitments are terminated, notwithstanding that from time to time prior thereto the Borrower or any Subsidiary Guarantors may be free from any Obligations. This Guarantee is a guarantee of payment when due and not of collection.

(b) No payment or payments made by any Subsidiary Guarantor, the Guarantor or any other Person or received or collected by the Administrative Agent, the Issuing Lender or any L/C Participant from any Subsidiary Guarantor, the Guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the obligations shall be deemed to modify, reduce, release or otherwise affect the liability of the Guarantor hereunder which shall, notwithstanding any such payment or payments other than payments made by the Guarantor in respect of the Obligations or payments received or collected from the Guarantor in respect of the Obligations, remain liable for the Obligations until the Obligations are paid in full and the Revolving Credit Commitments are terminated.

(c) The Guarantor agrees that whenever, at any time, or from time to time, it shall make any payment to the Administrative Agent, the Issuing Lender or any L/C Participant on account of its liability hereunder, it will notify the Administrative Agent in writing that such payment is made under this Guarantee for such purpose.

**3. Right of Set-off.** Upon the occurrence of any Event of Default specified in the Credit Agreement, the Guarantor hereby irrevocably authorizes the Issuing Lender or any L/C Participant at any time and from time to time without notice to the Guarantor, any such notice being expressly waived by the Guarantor, to set off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Issuing Lender or such L/C Participant to or for the credit or the account of the Guarantor, or any part thereof in such amounts as the Issuing Lender or such L/C Participant may elect, against and on account of the obligations and liabilities of the Guarantor to the Issuing Lender or such L/C Participant hereunder and claims of every nature and description of the Issuing Lender or such L/C Participant against the Guarantor, in any currency, whether arising hereunder, under the Credit Agreement, the other Loan Documents or otherwise, as such Lender may elect, whether or not the Administrative Agent, the Issuing Lender or any L/C Participant has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Issuing Lender and each L/C Participant agree to notify the Guarantor promptly of any such set-off and the application made by the Issuing Lender or such L/C Participant, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Issuing Lender and each L/C Participant under this paragraph are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Issuing Lender and such L/C Participant may have.

**4. No Subrogation, Contribution, Reimbursement or Indemnity.** Notwithstanding anything to the contrary in this Guarantee, the Guarantor hereby irrevocably waives all rights which may have arisen in connection with this Guarantee to be subrogated to any of the rights (whether contractual, under the Bankruptcy Code, including section 509 thereof, under common law or otherwise) of the Administrative Agent, the Issuing Lender or any L/C Participant against the Borrower or against the Administrative Agent, the Issuing Lender or any L/C Participant for the payment of the obligations. The Guarantor hereby further irrevocably waives all contractual, common law, statutory or other rights of reimbursement, contribution, exoneration or indemnity (or any similar right) from or against any Subsidiary Guarantor or any other Person which may have arisen in connection with this Guarantee. So long as the obligations remain outstanding, if any amount shall be paid by or on behalf of any Subsidiary Guarantor to the Guarantor on account of any of the rights waived in this paragraph, such amount shall be held by the Guarantor in trust, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by the Guarantor (duly indorsed by the Guarantor to the Administrative Agent, if required), to be applied against the Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine. The provisions of this paragraph shall survive the term of this Guarantee and the payment in full of the obligations and the termination of the Revolving Credit Commitments.

**5. Amendments, etc. with Respect to the Obligations; Waiver of Rights.** The Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against the Guarantor and without notice to or further assent by the Guarantor, any demand for payment of any of the Obligations made by the Administrative Agent, Issuing Lender or any L/C Participant may be rescinded by such party and any of the obligations continued, and the Obligations, or the liability of any other party upon or for any part thereof, or any guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent, the Issuing Lender or any L/C Participant and the Credit Agreement, the other Loan Documents or other guarantee or document in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent, the Issuing Lender and/or any L/C Participant may deem advisable from time to time, and any guarantee or right of offset at any time held by the Administrative Agent, the Issuing Lender or any L/C Participant for the payment of the Obligations may be sold, exchanged, waived, surrendered or released. When making any demand hereunder against the Guarantor, the Administrative Agent, the Issuing Lender or any L/C Participant may, but shall be under no obligation to, make a similar demand on the respective Subsidiary Guarantor or any guarantor, and any failure by the Administrative Agent or any Lender to make any such demand or to collect any payments from such respective Subsidiary Guarantor or such other guarantor or any release of such respective Subsidiary Guarantor or such other guarantor shall not relieve the Guarantor, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of the Administrative Agent, the Issuing Lender or any L/C Participant against the Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

**6. Guarantee Absolute and Unconditional.** The Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by the Administrative Agent, the Issuing Lender or any L/C Participant upon this Guarantee or acceptance of this Guarantee, the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon this Guarantee; and all dealings between the respective Subsidiary Guarantor or the Guarantor and the Administrative Agent, the Issuing Lender or any L/C Participant shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guarantee. The Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the respective Subsidiary Guarantor or the Guarantor with respect to the Obligations. The Guarantor understands and agrees that this Guarantee shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity, regularity or enforceability of the Credit Agreement, any other Loan Document, any of the Obligations or guarantee or right of offset with respect thereto at any time or from time to time

held by the Administrative Agent, the Issuing Lender or any L/C Participant, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the respective Subsidiary Guarantor against the Administrative Agent, the Issuing Lender or any L/C Participant, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the respective Subsidiary Guarantor or the Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the respective Subsidiary Guarantor for the Obligations, or of the Guarantor under this Guarantee, in bankruptcy or in any other instance. When pursuing its rights and remedies hereunder against the Guarantor, the Administrative Agent, the Issuing Lender and any L/C Participant may, but shall be under no obligation to, pursue such rights and remedies as it may have against the respective Subsidiary Guarantor or any other Person or against any guarantee for the obligations or any right of offset with respect thereto, and any failure by the Administrative Agent, the Issuing Lender or any L/C Participant to pursue such other rights or remedies or to collect any payments from the respective Subsidiary Guarantor or any such other Person or to realize upon any such guarantee or to exercise any such right of offset, or any release of the respective Subsidiary Guarantor or any such other Person or any such guarantee or right of offset, shall not relieve the Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent, the Issuing Lender or any L/C Participant against the Guarantor. This Guarantee shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantor and the successors and assigns thereof, and shall inure to the benefit of the Administrative Agent, the Issuing Lender and the L/C Participants, and their respective successors, indorsees, transferees and assigns, until all the Obligations and the obligations of the Guarantor under this Guarantee shall have been satisfied by payment in full and the Revolving Credit Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the respective Subsidiary Guarantor may be free from any Obligations.

**7. Reinstatement.** This Guarantee shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent, the Issuing Lender or any L/C Participant upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the respective Subsidiary Guarantor or the Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the respective Subsidiary Guarantor or the Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

**8. Payments.** The Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars or other Agreed Currency in which such Obligations are payable at the office of the Administrative Agent located at 270 Park Avenue, New York, New York 10017, U.S.A. or such Applicable Payment Office as may be specified for any of the Obligations payable in any other Agreed Currency.

**9. Representations and Warranties.** The Guarantor hereby represents and warrants that the representations and warranties set forth in Article IV of the Credit Agreement as they relate to the Guarantor, each of which is hereby incorporated herein by reference, are true and correct, and the Administrative Agent, the Issuing Lender and each L/C Participant shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to the respective Subsidiary Guarantor's knowledge shall, for the purposes of this paragraph, be deemed to be a reference to the Guarantor's knowledge.

The Guarantor agrees that the foregoing representations and warranties shall be deemed to have been made by the Guarantor on the date of issuance of each Letter of Credit, under the Credit Agreement on and as of such date of issuance as though made hereunder on and as of such date (or, if stated to relate to an earlier date, as of such earlier date).

**10. Covenants.** The Guarantor hereby agrees that, from and after the Closing Date and so long as any Letter of Credit remains outstanding and unpaid or any other amount is owing to the Issuing Lender, any L/C Participant or the Administrative Agent under the Credit Agreement or any other Loan Document, the Guarantor shall take, or shall refrain from taking, as the case may be, all actions that are necessary to be taken or not taken so that no violation of any provision, covenant or agreement contained in Articles VI or VII of the Credit Agreement, and so that no Default or Event of Default, is caused by any act or failure to act of the Guarantor or any of its Subsidiaries.

**11. Severability.** Any provision of this Guarantee which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**12. Paragraph Headings.** The paragraph headings used in this Guarantee are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

**13. No Waiver; Cumulative Remedies.** Neither the Administrative Agent, the Issuing Lender nor any L/C Participant shall by any act (except by a written instrument pursuant to paragraph 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, the Issuing Lender or any L/C Participant, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent, the Issuing Lender or any L/C Participant of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent, the Issuing Lender or such L/C Participant would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

**14. Integration; Waivers and Amendments; Successors and Assigns; Governing Law.** This Guarantee and the other Loan Documents represent the agreement of the Guarantor with respect to the subject matter hereof, and there are no promises or representations by the Administrative Agent, the Issuing Lender or any L/C Participant relative to the subject matter hereof not reflected herein or in the other Loan Documents. None of the terms or provisions of this Guarantee may be waived, amended or supplemented or otherwise modified except by a written instrument executed by the Guarantor and the Administrative Agent, provided that any provision of this Guarantee may be waived by the Administrative Agent, the Issuing Lender and the L/C Participants in a letter or agreement executed by the Administrative Agent or by e-mail or facsimile transmission from the Administrative Agent. This Guarantee shall be binding upon the successors and assigns of the Guarantor and shall inure to the benefit of the Administrative Agent, the Issuing Lender and the L/C Participants and their respective successors and assigns. This Guarantee shall be governed by and be construed and interpreted in accordance with the law of the State of New York.

**15. Notices.** All notices, requests and demands to or upon the Guarantor or the Administrative Agent, the Issuing Lender or any L/C Participant to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand, or, in the case of telecopy notice, when received, or, in the case of delivery by a nationally-recognized overnight courier, when received, addressed to a party at the address set forth in the Credit Agreement, in the case of the Administrative Agent, the Issuing Lender or the L/C Participants or, in the case of the Guarantor, to the following address:

Landstar System, Inc.  
13410 Sutton Park Drive South  
Jacksonville, Florida 32224  
Attention: L. Kevin Stout  
Telecopy: 904-390-1644

**16. Judgment Currency.** If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from the Guarantor hereunder in the currency expressed to be payable herein (the "specified currency") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the specified currency with such other currency at the Administrative Agent's main New York City office on the Business Day preceding that on which final, non-appealable judgment is given. The obligations of the Guarantor in respect of any sum due hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by any holder of Obligations (including the Administrative Agent or the Issuing Lender), as the case may be, of any sum adjudged to be so due in such other currency such holder of Obligations (including the Administrative Agent or the Issuing Lender), as the case may be, may in accordance with normal, reasonable banking procedures purchase the specified currency with such other currency. If the amount of the specified currency so purchased is less than the sum originally due to such holder of Obligations (including the Administrative Agent or the Issuing Lender), as the case may be, in the specified currency, the Guarantor agrees to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such holder of Obligations (including the Administrative Agent or the Issuing Lender), as the case may be, against such loss, and if the amount of the specified currency so purchased exceeds (a) the sum originally due to any holder of Obligations (including the Administrative Agent or the Issuing Lender), as the case may be, in the specified currency and (b) amounts shared with other holders of Obligations as a result of allocations of such excess as a disproportionate payment to such other holder of Obligations under Section 2.12 of the Credit Agreement, such holder of Obligations (including the Administrative Agent or the Issuing Lender), as the case may be, agrees, by accepting the benefits hereof, to remit such excess to the Guarantor.

**17. Counterparts.** This Guarantee may be executed by one or more of the parties hereto on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Guarantor has caused this Guarantee to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

LANDSTAR SYSTEM, INC.

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT D TO CREDIT AGREEMENT**

**FORM OF CLOSING CERTIFICATE**

Date: July 1, 2022

This Closing Certificate is delivered to you by the undersigned pursuant to Section 5.1(b) of the Second Amended and Restated Credit Agreement, dated as of July 1, 2022 (the "Credit Agreement"), among Landstar System Holdings, Inc. (the "Borrower"), Landstar System, Inc., the Subsidiaries of the Borrower signatories thereto, certain Lenders parties thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. Unless otherwise defined herein, terms used herein have the meanings provided in the Credit Agreement.

The undersigned, being the duly elected and acting [**Vice President**] of the Borrower, hereby certifies to the Administrative Agent and the Lenders that:

- i. The representations and warranties of each Loan Party set forth in the Credit Agreement or which are contained in any certificate, document or financial or other statement furnished pursuant to or in connection with the Credit Agreement are true and correct in all material respects (or in all respects in the case of any representation or warranty qualified by materiality or Material Adverse Effect) on and as of the date hereof as if made on and as of such date (or, if stated to relate to an earlier date, as of such earlier date).
- ii. Immediately prior to and immediately after the making of the extensions of credit (and the issuance (or deemed issuance) of the Letters of Credit) under the Credit Agreement on the Closing Date, no Default or Event of Default has occurred and is continuing or would result therefrom.
- iii. On and as of the date hereof, no strikes or other labor disputes are pending or, to the knowledge of the undersigned, threatened against the Parent, the Borrower or any of its Subsidiaries, and neither the Parent, the Borrower nor any of its Subsidiaries is in violation of the Fair Labor Standards Act or any other applicable Requirement of Law dealing with labor or employment matters (including, without limitation, employee benefits) that (individually or in the aggregate) could reasonably be expected to have a Material Adverse Effect.
- iv. On and as of the date hereof, there are no pending actions, suits or legal proceedings with respect to the Credit Agreement, the other Loan Documents or any of the transactions contemplated thereby.
- v. As of the date hereof, each of the conditions contained in Section 5.1 and Section 5.2 of the Credit Agreement has been satisfied.



In witness whereof, I have hereto set my name on the date first set forth above.

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

Name:

Title: **[Vice President]** of Landstar System Holdings,  
Inc.

**EXHIBIT E-I TO CREDIT AGREEMENT**

**FORM OF**

**U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Second Amended and Restated Credit Agreement, dated as of July 1, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Landstar System Holdings, Inc., as Borrower, certain Affiliates of the Borrower, the Lenders from time to time that are parties thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent for such Lenders.

Pursuant to the provisions of Section 2.15(g)(ii) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

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

Name:

Title:

Date: \_\_\_\_\_, 20   ]

**EXHIBIT E-2 TO CREDIT AGREEMENT**

**FORM OF**

**U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Second Amended and Restated Credit Agreement, dated as of July 1, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Landstar System Holdings, Inc., as Borrower, certain Affiliates of the Borrower, the Lenders from time to time that are parties thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent for such Lenders.

Pursuant to the provisions of Section 2.15(g)(ii) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

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

Name:

Title:

Date: \_\_\_\_\_, 20[ ]

**EXHIBIT E-3 TO CREDIT AGREEMENT**

**FORM OF  
U.S. TAX COMPLIANCE CERTIFICATE**  
(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Second Amended and Restated Credit Agreement, dated as of July 1, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Landstar System Holdings, Inc., as Borrower, certain Affiliates of the Borrower, the Lenders from time to time that are parties thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent for such Lenders.

Pursuant to the provisions of Section 2.15(g)(ii) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF PARTICIPANT]

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

Name:

Title:

Date: \_\_\_\_\_, 20

**EXHIBIT E-4 TO CREDIT AGREEMENT**

**FORM OF**

**U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Amended and Restated Credit Agreement Second Amended and Restated Credit Agreement, dated as of July 1, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Landstar System Holdings, Inc., as Borrower, certain Affiliates of the Borrower, the Lenders from time to time that are parties thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent for such Lenders.

Pursuant to the provisions of Section 2.15(g)(ii) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to the Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of the Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to the Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Administrative Agent and the Borrower with IRS Form W- 8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W- 8BEN or W- 8BEN- E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or W-8BEN-E from each of such partner's/member's beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Borrower and the Administrative Agent, and (2) the undersigned shall have at all times furnished the Borrower and the Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER]

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_, 20[ ]

**EXHIBIT F TO CREDIT AGREEMENT**

**FORM OF  
ASSIGNMENT AND ACCEPTANCE**

This Assignment and Acceptance (this “Assignment Agreement”) is dated as of the Assignment Effective Date set forth below and is entered into by and between [the][each]<sup>1</sup> Assignor identified in item 1 below ([the][each, an] “Assignor”) and [the][each]<sup>2</sup> Assignee identified in item 2 below ([the][each, an] “Assignee”). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]<sup>3</sup> hereunder are several and not joint.]<sup>4</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by [the][each] Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment Agreement as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Assignment Effective Date inserted by the Administrative Agent as contemplated below (i) all of [the Assignor’s][the respective Assignors’] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below (including without limitation any letters of credit, guarantees, and swingline loans included in such facilities), and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] “Assigned Interest”). Each such sale and

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- 1 For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.
  - 2 For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.
  - 3 Select as appropriate.
  - 4 Include bracketed language if there are either multiple Assignors or multiple Assignees.

assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment Agreement, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: \_\_\_\_\_

2. Assignee[s]: \_\_\_\_\_

[for each Assignee, indicate [Affiliate][Approved Fund] of [identify Lender]

3. Borrower: Landstar System Holdings, Inc.

4. Administrative Agent: JPMORGAN CHASE BANK, N.A., as the Administrative Agent under the Credit Agreement

5. Credit Agreement: Second Amended and Restated Credit Agreement dated as of July 1, 2022 among the Borrower, certain Affiliates of the Borrower, the Lenders parties thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent, as the same may have been amended, restated, or supplemented from time to time

6. Assigned Interest[s]:

| <u>Assignor[s]</u> <sup>5</sup> | <u>Assignee[s]</u> <sup>6</sup> | <u>Revolving<br/>Credit<br/>Facility</u> | <u>Aggregate<br/>Amount of<br/>Commitment/<br/>Loans for all<br/>Lenders</u> <sup>7</sup> | <u>Amount of<br/>Commitment/<br/>Loans<br/>Assigned</u> | <u>Percentage<br/>Assigned of<br/>Commitment/<br/>Loans</u> <sup>8</sup> | <u>CUSIP<br/>Number</u> |
|---------------------------------|---------------------------------|--|---|---|--|-------------------------|
|                                 |                                 |  | \$  | \$  | %  |                         |
|                                 |                                 |  | \$  | \$  | %  |                         |
|                                 |                                 |  | \$  | \$  | %  |                         |

[7. Trade Date: \_\_\_\_\_]<sup>9</sup>

<sup>5</sup> List each Assignor, as appropriate.

<sup>6</sup> List each Assignee, as appropriate.

<sup>7</sup> Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

<sup>8</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

<sup>9</sup> To be completed if the Assignor(s) and the Assignee(s) intend that the minimum assignment amount is to be determined as of the Trade Date.

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The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the Parent, the Borrower, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including Federal and state securities laws.

[Page break]



Assignment Effective Date: \_\_\_\_\_, 20\_\_ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment Agreement are hereby agreed to:

ASSIGNOR [S]<sup>10</sup>  
[NAME OF ASSIGNOR]

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

[NAME OF ASSIGNOR]

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

ASSIGNEE[S]<sup>11</sup>  
[NAME OF ASSIGNEE]

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

[NAME OF ASSIGNEE]

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

[Consented to and]<sup>12</sup> Accepted:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

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

<sup>10</sup> Add additional signature blocks as needed. Include both Fund/Pension Plan and manager making the trade (if applicable).

<sup>11</sup> Add additional signature blocks as needed. Include both Fund/Pension Plan and manager making the trade (if applicable).

<sup>12</sup> To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

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[Consented to:]<sup>13</sup>

[NAME OF RELEVANT PARTY]

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

Title:

<sup>13</sup> To be added only if the consent of the Borrower and/or other parties (e.g., any Issuing Lender) is required by the terms of the Credit Agreement.

[\_\_\_\_\_]14

STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ACCEPTANCE1. Representations and Warranties.

1.1 Assignor[s]. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, the Parent, any of their respective Subsidiaries or Affiliates, or any other Person obligated in respect of any Loan Document, (iv) the performance or observance by the Borrower, the Parent, any of their respective Subsidiaries or Affiliates, or any other Person of any of their respective obligations under any Loan Document or (v) any requirements under applicable law for the Assignee to become a lender under the Credit Agreement or to charge interest at the rate set forth therein from time to time.

1.2 Assignee[s]. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 10.6(b) of the Credit Agreement and under applicable law (subject to such consents, if any, as may be required under Section 10.6(b) of the Credit Agreement), (iii) from and after the Assignment Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the financial statements referred to in Section 4.1 of the Credit Agreement and the most recent financial statements delivered pursuant to for which financial statements have been delivered pursuant to Section 6.1(a) or (b) (or, if prior to the date of the delivery of the first financial statements to be delivered pursuant to Section 6.1(a) or (b), the most recent financial statements referred to in Section 5.1(m)), of the Credit Agreement, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment Agreement and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment Agreement and to purchase [the][such] Assigned Interest, and (vii) attached to this Assignment Agreement is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement (including, without limitation, such documentation as may be applicable to such

<sup>14</sup> Describe Credit Agreement at option of Administrative Agent.

Assignee pursuant to Section 2.15(g) of the Credit Agreement), duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the lead arranger, any co-syndication agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Assignment Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Assignment Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Assignment Effective Date.<sup>15</sup> Notwithstanding the foregoing, the Administrative Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Assignment Effective Date to [the][the relevant] Assignee.

3. General Provisions. This Assignment Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Acceptance and adoption of the terms of this Assignment Agreement by [the][each] Assignee and [the][each] Assignor by Electronic Signature or delivery of an executed counterpart of a signature page of this Assignment Agreement by telecopy or other electronic platform approved by the Administrative Agent shall be effective as delivery of a manually executed counterpart of this Assignment Agreement. This Assignment Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

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<sup>15</sup> The following alternative language may be included as determined by the Administrative Agent: "From and after the Assignment Effective Date, the Administrative Agent shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignee whether such amounts have accrued prior to, on or after the Assignment Effective Date. The Assignor[s] and the Assignee[s] shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Assignment Effective Date or with respect to the making of this assignment directly between themselves."

## SECTION 302 CERTIFICATION

I, Frank A. Lonegro, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Landstar System, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2024

/s/ Frank A. Lonegro

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Frank A. Lonegro  
President and Chief Executive Officer

## SECTION 302 CERTIFICATION

I, James P. Todd, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Landstar System, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2024

/s/ James P. Todd

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James P. Todd  
Vice President, Chief Financial Officer and Assistant  
Secretary

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Landstar System, Inc. (the "Company") on Form 10-Q for the period ending June 29, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Frank A. Lonegro, President and Chief Executive Officer of the Company, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 31, 2024

/s/ Frank A. Lonegro

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Frank A. Lonegro  
President and Chief Executive Officer

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Landstar System, Inc. (the "Company") on Form 10-Q for the period ending June 29, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, James P. Todd, Vice President, Chief Financial Officer and Assistant Secretary of the Company, certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities and Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 31, 2024

/s/ James P. Todd

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James P. Todd  
Vice President, Chief Financial Officer and Assistant  
Secretary