

SPECIALTY DENTAL BRANDS

Restructuring Term Sheet

This Term Sheet (which is attached to the restructuring support agreement (the “RSA”)) sets forth a summary of general terms for a proposed restructuring of the Credit Parties and the Obligations under that certain *Credit and Security Agreement* dated as of March 18, 2022 (as has been and may be further amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among SDB HoldCo, LLC (“HoldCo”), Vardiman Black Holdings, LLC (d/b/a Specialty Dental Brands) (the “Company” and collectively with each other Person that becomes a Borrower under the Credit Agreement, the “Borrowers”), each other Person party thereto as a Guarantor, Oxford Finance LLC as agent (“Agent”), and the Lenders (the “Restructuring”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Credit Agreement.

1. Treatment of General Unsecured Claims	All trade claims and other unsecured claims and obligations shall be unimpaired and remain in full force and effect (with respect to earn-outs, as amended), except claims of the Sponsors (as defined in the RSA), which are treated as set forth below.
2. Treatment of Sponsors’ Claims and Equity	All of the Sponsors’ equity interests in HoldCo (including, for the avoidance of doubt, all series and classes of preferred and/or common stock) existing immediately prior to the Closing Date shall be extinguished in exchange for the following payments and the releases described below: <ol style="list-style-type: none"> <li data-bbox="570 1087 911 1119">i. mutual releases among: <ol style="list-style-type: none"> <li data-bbox="683 1136 1422 1367">a. (1) the TSG Sponsor (as defined in the RSA), (2) the Company Parties (as defined in the RSA), and (3) the Agent and the Lenders, in each case of (3) solely in their capacity as such under the Credit Agreement, <i>provided</i> that the Company Parties, Agent, and Lenders shall not be releasing any other party for any willful misconduct, criminal acts, or fraud; and <li data-bbox="683 1388 1422 1587">b. (1) the LCG Sponsor (as defined in the RSA), (2) the Company Parties, and (3) the Agent and the Lenders, in each case of (3) solely in their capacity as such under the Credit Agreement, <i>provided</i> that the Company Parties, Agent, and Lenders shall not be releasing any other party for any willful misconduct, criminal acts, or fraud; <li data-bbox="683 1608 894 1640">c. <i>provided</i> that: <ol style="list-style-type: none"> <li data-bbox="789 1656 1422 1879">i. the releases set forth in sections (a) and (b) above shall include (as applicable) a release of only the following additional related parties: (1) each parties’ restructuring advisors in connection with the Restructuring and solely in their capacity as such, (2) the TSG Sponsor’s and the LCG Sponsor’s respective employees who have served

on the HoldCo board or otherwise been involved in the Company's business (respectively, the "TSG Sponsor Related Parties" and, together with the TSG Sponsor, the "TSG Parties", and the "LCG Sponsor Related Parties" and, together with the LCG Sponsor, the "LCG Parties"), (3) the independent directors on the HoldCo board, (4) the observer on the HoldCo board, and (5) the Agent's and Lenders' respective agents, employees and representatives involved directly in matters related to the Agent's and Lenders' roles as such under the Credit Agreement and solely in their capacities as such;

- ii. the releases provided to the Company Parties by the TSG Parties and the LCG Parties shall not include the release of any indemnification, contribution, reimbursement, or similar claims against the Company Parties that are held or may be held by the TSG Parties or the LCG Parties (including but not limited to any such individuals that have served or are serving as a director, officer and/or employee of any of the Company Parties or have otherwise been involved in the Company's business); provided that in the event litigation arises between the TSG Parties and the LCG Parties, (1) the TSG Parties and the LCG Parties shall be entitled to assert indemnification, contribution, reimbursement, or similar claims against the Company Parties only to the extent such claims would be covered under any applicable insurance policies, including any D&O insurance policies and (2) the TSG Parties and the LCG Parties shall agree not to assert any such claims against any of the Company Parties only to the extent such claims exceed and have fully and finally exhausted any and all available insurance coverage;
- iii. notwithstanding the other provisions in this term sheet, there shall be no release by the TSG Sponsor of the LCG Sponsor or any of the LCG Sponsor's employees, agents, advisors or representatives, or by the LCG Sponsor of the TSG Sponsor or any of the TSG Sponsor's employees, agents, advisors or representatives;
- iv. the releases to be provided by the TSG Sponsor shall be subject to the approval and consent of the relevant insurance carriers (the "R&W Carriers") under the representation and warranties insurance policies obtained by the TSG Sponsor in

	<p>connection with its investment in the Company Parties (the “<u>R&W Insurance Policies</u>”); and</p> <ul style="list-style-type: none"> v. the Company Parties shall agree to continue to cooperate and provide access to non-privileged documents and non-privileged information as reasonably requested by the Sponsors, and the Sponsors shall each agree to reimburse the relevant Company Parties for reasonable and documented out-of-pocket expenses to the extent incurred by the Company in connection with complying with all such requests; <i>provided</i> that such expenses shall not exceed (per Sponsor) \$ [REDACTED] for any particular request or \$ [REDACTED] in the aggregate absent the express written consent of the applicable Sponsor; ii. in the case of the TSG Sponsor, (a) payment of reasonable and documented out-of-pocket fees and expenses of the TSG Sponsors’ advisors up to a cap of \$ [REDACTED] and (b) payment of \$ [REDACTED] of travel and related expenses incurred by representatives of the TSG Sponsor in connection with on-site work and assistance provided to the Company Parties in 2023 (such payments, the “<u>TSG Sponsor Payments</u>”); and iii. in the case of the LCG Sponsor, (a) payment of reasonable and documented out-of-pocket fees and expenses of the LCG Sponsors’ advisors up to a cap of \$ [REDACTED] and (b) payment of up to \$ [REDACTED] of travel and related expenses incurred by representatives of the LCG Sponsor in connection with on-site work and assistance provided to the Company Parties in 2023 (such payments, the “<u>LCG Sponsor Payments</u>” and together with the TSG Sponsor Payments, the “<u>Sponsor Payments</u>”). <p>All agreements between the Company Parties and the Sponsors (including their affiliates) shall terminate by mutual agreement on the Closing Date, without any payments or consideration (except for the Sponsor Payments described above) being triggered or paid thereunder, including any right to payment under the TSG Sponsor Notes or the LCG Sponsor Notes (each as defined in the RSA); <i>provided</i> that, for the avoidance of doubt, the TSG Sponsor and LCG Sponsor are not releasing any claims or causes of action against any other party except for those parties specifically identified above.</p>
<p>3. Treatment of Dentist & Management Equity Interests</p>	<p>Management and dentists will be provided with (or retain, as applicable) equity interests in [HoldCo] consistent with their current ownership percentage (which we understand to be approximately 40%), plus an additional 5% (the “<u>Dentist and Management Common</u>”). Additional equity interests in [HoldCo] shall be reserved for a new management and dentist incentive plan to be adopted by the New Board (as defined below) (the “<u>Management / Doctor Incentive Plan</u>”). The Management / Doctor Incentive Plan may also contain certain additional non-equity incentives to be determined by the New Board.</p>

	<p>Equity interests issued to management and dentists, whether the Dentist and Management Common or issued through the Management / Doctor Incentive Plan, shall have the same voting rights as the equity interests held by management and dentists prior to the Restructuring.</p> <p>In addition, a plan will be implemented to award management and dentists with non-voting [preferred equity], vesting monthly over a period of three years (the “<u>Dentist and Management Preferred</u>”), which shall be \$ [REDACTED] in face amount, will accrue interest in kind at a rate of [REDACTED]%, and shall be pari passu with the Lender Preferred (defined below).¹</p>
<p>4. Amendments to Credit Agreement and Loan Documents</p>	<p>Priming Loan. The Credit Agreement shall be amended to provide a new-money first-lien, super-priority priming loan to be provided by the Lenders, offered to all Lenders (and/or their affiliates) on a pro rata basis (the “<u>Priming Loan</u>”) on the following terms (for such participating Lenders):²</p> <ul style="list-style-type: none"> ○ <i>Description:</i> \$ [REDACTED] principal amount (which shall be available notwithstanding the Company’s incurrence of PIK interest) delayed draw term loan. ○ <i>Borrowings:</i> \$[[REDACTED]]³ [REDACTED] of the Priming Loan may be drawn upon the closing of the Restructuring, with the remaining amount of the Priming Loan available in future draw(s) for general corporate purposes subject to satisfaction of certain agreed-upon conditions. ○ <i>Maturity Date:</i> March 2027 ○ <i>Interest:</i> Consistent with current pricing (S [REDACTED]%, [REDACTED] [REDACTED] [REDACTED] % paid cash and the remaining interest paid in kind ○ <i>Commitment/Closing Fees:</i> [REDACTED] % in cash ○ <i>Exit Fee:</i> [REDACTED]%, payable in cash upon the earlier of (i) a sale of substantially all of the Company’s assets or equity (excluding any equity held by the dentists) and (ii) two years from the date of the consummation of the Restructuring. ○ <i>Equity Fee:</i> [REDACTED] % of the common equity ownership of the [HoldCo], subject to dilution from the (i) Dentist and Management Common and (ii) the Management / Doctor Incentive Plan (the “<u>Lender Common</u>”); the Lender Common may be in the form of voting or non-voting equity and may be issued to designees or proxies of such participating Lender, in each case at the reasonable request of such Lender. Each

¹ [NTD: Advisors to discuss potential alternative instruments for pref equity.]

² [NTD: Terms assume ratable participation in Priming Loan.]

³ [NTD: Subject to lender analysis and treatment of earnouts.]

	<p>participating Lender shall also be permitted to forego, upon reasonable request, rights associated with its share of the Lender Common.</p> <ul style="list-style-type: none"> ○ <i>Amortization:</i> █% p.a. paid quarterly ○ <i>ECF Sweep/ACH:</i> [TBD] <p>Existing Loans. Revolving Loans and Term Loans under the Credit Agreement in the amount of \$ █ shall be ratably equitized into non-voting [preferred equity]⁴ in [HoldCo] (the “<u>Lender Preferred</u>”), which shall be pari passu with the Dentist and Management Preferred, and shall accrue interest in kind at a rate of █%. The Lender Preferred shall include customary protections for transactions of this nature. The balance of the Revolving Loans and Term Loans under the Credit Agreement shall be “termed out” (in the case of the Revolving Loans) and shall have the following terms:</p> <ul style="list-style-type: none"> ○ <i>Interest:</i> Consistent with current pricing (█); █% paid cash and the remaining interest paid in kind ○ <i>Maturity Date:</i> March 2027 ○ <i>Amortization:</i> None <p>Other terms, including financial covenants and reporting requirements, to be agreed upon by the Company Parties and the Lenders prior to the Closing Date.</p>
<p>5. Corporate Governance</p>	<p>On the Closing Date, the board of managers of [HoldCo] (the “<u>New Board</u>”) shall be satisfactory to holders of a majority of the Lender Common. The boards of managers (or body serving a similar function) of each non-member-managed subsidiary of HoldCo shall be the same as the New Board.</p> <p>The New Board shall confer telephonically or by videoconference at least once each calendar month [and shall meet in person at least once every three months, beginning in the first calendar month following the Closing Date].</p> <p>The Operating Agreement of the [HoldCo] shall be amended in a manner acceptable to the holders of a majority of the Lender Common; provided such Operating Agreement shall contain transfer restrictions, tag-along rights, drag along rights, preemptive rights, information rights, and other customary protections for transactions of this nature.</p>
<p>6. Closing Conditions</p>	<p>The Restructuring shall be subject to customary conditions to closing, including (among other things):</p> <p>(i) the receipt by the Lenders providing the Priming Loan of any documentation required under applicable “know your customer” rules and regulations and all documentation relating to romanettes (ii) and (iii) below reasonably requested by any such Lender,</p>

⁴ [NTD: Classification TBD, but to have similar return characteristics as preferred equity.]

	<p>(ii) there shall be no material regulatory investigations or unobtained government or regulatory approvals necessary to consummate the Restructuring,</p> <p>(iii) no investigation shall have revealed any previously undisclosed material fraud,</p> <p>(iv) the release of, and covenant not to sue, the Company by the R&W Carriers, in form and substance reasonably acceptable to the Required Lenders (it being understood that such condition may be waived by the Required Lenders),</p> <p>(v) the release of any promissory notes issued by the Company to any individuals affiliated with the LCG Sponsor and any claims related thereto, <i>provided</i> that any such document(s) effecting this release shall be in form and substance reasonably acceptable to the Lenders, the Company, the LCG Sponsor, and any individuals affiliated with the LCG Sponsor affected by the release of claims related to the promissory note, and</p> <p>(vi) the receipt by the Agent of customary closing certificates, borrowing notices, legal opinions, corporate documents, and resolutions/evidence of authority.</p>
7. Closing Date	The date upon which all conditions to closing in the definitive documents has been satisfied (the “ <u>Closing Date</u> ”), which shall occur no later than the Outside Date (as defined in the RSA).
8. Cost and Expenses	The Sponsor Payments and all reasonable out-of-pocket expenses incurred by the Company, Agent and Lenders (including the fees and expenses of their respective professionals) shall be paid by the Company Parties in cash on the Closing Date.
9. Structure	The Restructuring shall be (i) consummated through an out-of-court transaction (the form of which shall be acceptable to the Company, the Required Lenders, the LCG Sponsor, and the TSG Sponsor, and which may take the form of a debt-for-equity exchange or strict foreclosure) and (ii) structured and implemented in a tax-efficient manner reasonably acceptable to the Company, the Required Lenders, the LCG Sponsor, and the TSG Sponsor.

NOTE: The Restructuring Term Sheet included herein is EXHIBIT 1 of the Restructuring Support Agreement. The signature pages of the Restructuring Support Agreement are attached hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

COMPANY PARTIES

SDB HOLDCO, LLC

By: 
Name: 
Title: 

SDB PARENT, LLC

By: 
Name: 
Title: 

SDB INTERMEDIATE, LLC

By: 
Name: 
Title: 

VARDIMAN BLACK HOLDINGS, LLC

By: 
Name: 
Title: 

OTHER COMPANY PARTIES

SDB ORAL SURGERY HOLDINGS, LLC, a Texas limited liability company
SDB TX ACQ HOLDCO, LLC, a Texas limited liability company
SDB SUNBELT ACQ HOLDCO, LLC, a Texas limited liability company
SDB MTN ACQ HOLDCO, LLC, a Texas limited liability company
GA KORB PARTNERS, LLC, a Texas limited liability company
GA SUWANEE OMS PARTNERS, LLC, a Texas limited liability company
TX PRK PLACE DENTAL PARTNERS, LLC, a Texas limited liability company
TX KIDS STOP PARTNERS, LLC, a Texas limited liability company
GA SUWANEE PEDS PARTNERS, LLC, a Texas limited liability company
MT BL PARTNERS, LLC, a Texas limited liability company
SDB MTN WEST PARTNERS, LLC, a Texas limited liability company
TN SPECIALTY PARTNERS, LLC, a Texas limited liability company


Name: 
Title: 

OTHER COMPANY PARTIES

SDB KNOXVILLE PARTNERS, LLC, a Texas limited liability company

MT SCHWENDEMAN PARTNERS, LLC, a Texas limited liability company

SDB BILLINGS OMS PARTNERS, LLC, a Texas limited liability company

SDB CENTRAL PARTNERS, LLC, a Texas limited liability company

SDB GA PARTNERS, LLC, a Texas limited liability company

SDB SUMMIT OMS PARTNERS, LLC, a Texas limited liability company

SDB SOUTHWEST OMS PARTNERS, LLC, a Texas limited liability company

SDB EDGE PARTNERS, LLC, a Texas limited liability company

SDB OMAHA SITE LEVEL LLC, a Texas limited liability company

SDB SUPER SMILES SITE LEVEL, LLC, a Texas limited liability company

SDB H2 SITE LEVEL, LLC, a Texas limited liability company



Name:



Title:

OTHER COMPANY PARTIES

SDB MEYER & DANA SITE LEVEL, LLC, a Texas limited liability company
SDB ROOS SITE LEVEL, LLC, a Texas limited liability company
SDB BRUNER SITE LEVEL, LLC, a Texas limited liability company
SDB RUSTY JONES SITE LEVEL, LLC, a Texas limited liability company
SDB CAGGIANO SITE LEVEL, LLC, a Texas limited liability company
SDB NE ACQ HOLDCO, LLC, a Texas limited liability company
SDB NE PARTNERS, LLC, a Texas limited liability company
SDB BILLINGS PEDS PARTNERS, LLC, a Texas limited liability company
SDB PARTNER AGGREGATOR, LLC, a Texas limited liability company
SDB NUSMILES SITE LEVEL, LLC, a Texas limited liability company
SDB VITAGLIANO SITE LEVEL, LLC, a Texas limited liability company
P-CAM PARTNERS, LLC, a Texas limited liability company
TX NRH 8625 D PARTNERS, LLC, a Texas limited liability company
TX HSFK D PARTNERS, LLC, a Texas limited liability company
SVB DALLAS I, LLC, a Texas limited liability company
SDB COMETTI SITE LEVEL, LLC, a Texas limited liability company

[Redacted Signature]

Name:

Title:

[Redacted Name and Title]

TSG SPONSOR

TSG8 SDB GROUP HOLDINGS L.P.

By: TSG8 Lower Tier GP LLC

Its: G

By:

Name:

Title:

[Redacted Signature]

[Redacted Name]

[Redacted Title]

LCG SPONSOR

VB II, LLC

By: _____

Name _____


Title: _____



AGENT:

OXFORD FINANCE LLC

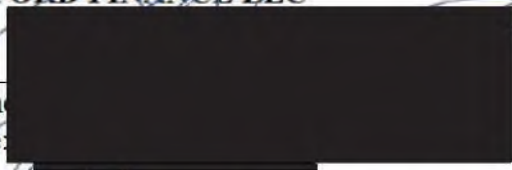
By: _____
Name: _____
Title: _____

A large black rectangular redaction covers the signature and name fields. Above the redaction, there are handwritten initials in blue ink that appear to be 'JLO'. Below the redaction, there are handwritten initials in blue ink that appear to be 'CV'.

LENDERS:

OXFORD FINANCE LLC

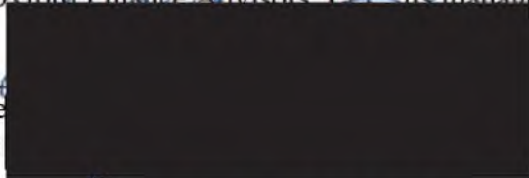
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Title: _____



OXFORD FINANCE CREDIT FUND I, LP

By: Oxford Finance Advisors, LLC, its manager

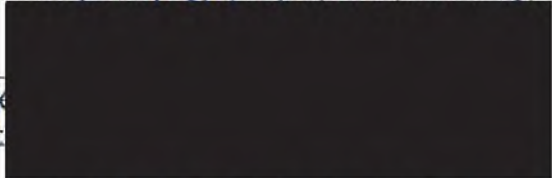
By: _____
Name: _____
Title: _____



OXFORD FINANCE CREDIT FUND II, LP

By: Oxford Finance Advisors, LLC, its manager

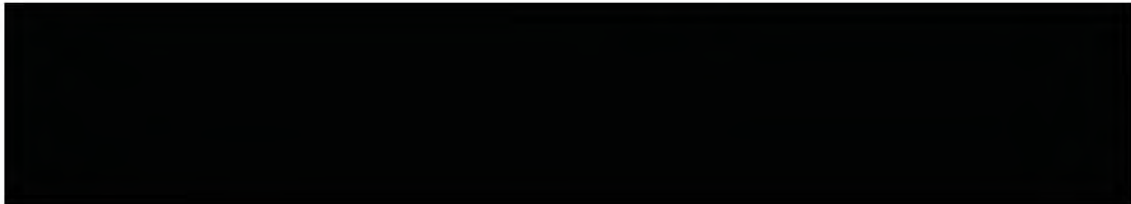
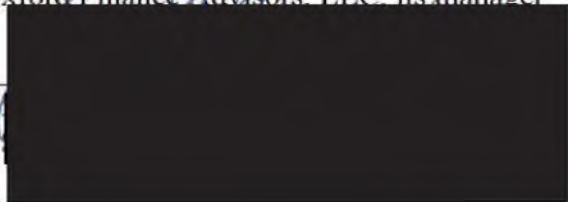
By: _____
Name: _____
Title: _____



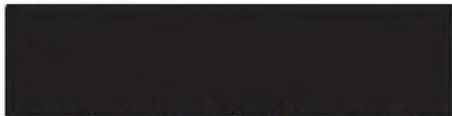
OXFORD FINANCE CREDIT FUND III, LP

By: Oxford Finance Advisors, LLC, its manager

By: _____
Name: _____
Title: _____



Notice Address:
Oxford Finance LLC



Attention: Portfolio Manager - SDB
Email: _____

CONSENTING LENDER

CLIFFWATER CORPORATE LENDING FUND

By: [REDACTED] _____

Name: [REDACTED]

Title: [REDACTED]

[REDACTED]

Notice Address:

[REDACTED]

Attention: [REDACTED]

CONSENTING LENDER

COMVEST CAPITAL ADVISORY SERVICES LLC

By: [Redacted] _____

Na [Redacted]

Title: [Redacted]

[Redacted]

Notice Address:
[Redacted]

Fax: [Redacted]
Attention: Specialty Dental Brands
Email: [Redacted]

CONSENTING LENDER

GOLDMAN SACHS ASSET MANAGEMENT, L.P.,
on behalf of certain advised funds and managed accounts

By: [Redacted] _____

Na [Redacted]

Title: [Redacted]

[Redacted]

Notice Address:

[Redacted]

Attention: [Redacted]
Email: [Redacted]

CONSENTING LENDER

**Invesco Senior Secured Management, Inc.,
on behalf of its managed accounts and/or funds**

By: [Redacted]

Name: [Redacted]

Title: [Redacted]

[Redacted]

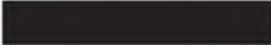
Notice Address:
[Redacted]

Attention: [Redacted]
Email: [Redacted]

CONSENTING LENDER

Jefferies Finance LLC

By:  _____

Name: 

Title: 



Notice Address:


Fax: 
Attention: 
Email: 

CONSENTING LENDER

MARANON SENIOR CREDIT X-LEVERED SPV, LLC

By: Maranon Capital, L.P., its designated manager
By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON LOAN FUNDING 2020-1, LTD.

By: Maranon Capital, L.P., its designated Advisor under power of attorney
By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON LOAN FUNDING 2021-1, LTD.

By: Maranon Capital, L.P., its designated Advisor under power of attorney
By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON LOAN FUNDING 2021-2, LTD.

By: Maranon Capital, L.P., its designated Advisor under power of attorney

By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON LOAN FUNDING 2021-3, LTD.

By: Maranon Capital, L.P., its designated Advisor under power of attorney

By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON SENIOR CREDIT STRATEGIES FUND XIV, L.P.

By: Maranon Capital, L.P., its designated Advisor under power of attorney

By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON LOAN FUNDING 2022-1, LLC

By: Maranon Capital, L.P., its designated Advisor under power of attorney

By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

MARANON LOAN FUNDING 2023-1, LTD.

By: Maranon Capital, L.P., its designated Advisor under power of attorney

By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

MARANON SENIOR CREDIT IV, LLC.

By: Maranon Capital, L.P., its designated Advisor under power of attorney

By: Maranon Capital Ultimate General Partner LLC, its general partner

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

[REDACTED]

Notice Address:

[REDACTED]

Fax: N/A

Attention: Maranon Operations

Email: [REDACTED]

CONSENTING LENDER

Morgan Stanley Direct Lending Fund

By: [Redacted]
Name: [Redacted]
Title: [Redacted]
[Redacted]

North Haven Private Income Fund LLC

By: [Redacted]
Name: [Redacted]
Title: [Redacted]
[Redacted]

PIF Financing SPV LLC

By: [Redacted]
Name: [Redacted]
Title: [Redacted]
[Redacted]

SL Investment Corp.

By: [Redacted]
Name: [Redacted]
Title: [Redacted]
[Redacted]

SLIC Financing SPV LLC

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
[REDACTED]

T Series Middle Market Loan Fund LLC

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
[REDACTED]

Notice Address:

[REDACTED]

Fax: N/A

Attention: Specialty Dental Brands Account Manager

Email: [REDACTED]

MS Capital Partners Adviser Inc., on behalf of its advisory clients that primarily pursue credit investing strategies

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
[REDACTED]

**CONSENTING
LENDERS:**

PINEBRIDGE PRIVATE CREDIT, L.P.

By: PineBridge Private Credit General Partner, L.P., its
general partner


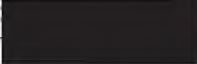

By: PineBridge Private Credit General Partner, LLC, its
general partner

By: PineBridge Investments LLC, its sole member

By: 
Name: 
Title: 



**PINEBRIDGE PRIVATE CREDIT HOLDINGS I,
LLC**

By: 
Name: 
Title: 


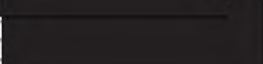



PINEBRIDGE PRIVATE CREDIT PARALLEL, L.P.

By: PineBridge Private Credit General Partner, L.P., its
general partner

By: PineBridge Private Credit General Partner, LLC, its
general partner

By: PineBridge Investments LLC, its sole member

By: 
Name: 
Title: 

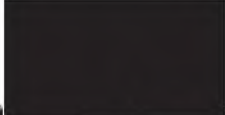



PINEBRIDGE PRIVATE CREDIT II, L.P.

BY: PINEBRIDGE PRIVATE CREDIT II GENERAL PARTNER, L.P., its general partner

BY: PINEBRIDGE PRIVATE CREDIT II GENERAL PARTNER, LLC, its general partner

BY: PINEBRIDGE INVESTMENTS LLC, its sole member

By: 
Name: 
Title: 



**PINEBRIDGE PRIVATE CREDIT II PARALLEL,
L.P.**

BY: PINEBRIDGE PRIVATE CREDIT II GENERAL
PARTNER, L.P., its general partner

BY: PINEBRIDGE PRIVATE CREDIT II GENERAL
PARTNER, LLC, its general partner

BY: PINEBRIDGE INVESTMENTS LLC, its sole
member

By: 
Name: _____
Title: 



EVEREST REINSURANCE COMPANY

By: PineBridge Investments LLC, its investment manager

By: 
Name: _____
Title: 



GREAT AMERICAN INSURANCE COMPANY

By: PineBridge Investments LLC, its investment manager

By: 
Name: _____
Title: 



**PINEBRIDGE PRIVATE CREDIT II HOLDINGS
LEV, LLC**

By: _____
Name: _____
Title: _____



**NORTH AMERICAN COMPANY FOR LIFE AND
HEALTH INSURANCE**

By: PineBridge Investments LLC, its investment manager

By: _____
Name: _____
Title: _____



**MIDLAND NATIONAL LIFE INSURANCE
COMPANY**

By: PineBridge Investments LLC, its investment manager

By: _____
Name: _____
Title: _____



**GUARANTY INCOME LIFE INSURANCE
COMPANY**

By: PineBridge Investments LLC, its investment manager

By: _____
Name: _____
Title: _____



UNITED LIFE INSURANCE COMPANY

By: PineBridge Investments LLC, its investment manager

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]



BLUE CROSS OF IDAHO HEALTH SERVICE, INC.

By: PineBridge Investments LLC, its investment manager

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]



CONSENTING LENDER

PRINCIPAL LIFE INSURANCE COMPANY

By: Principal Global Investors, LLC, its authorized signatory

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]

[REDACTED]

Notice Address:

[REDACTED]
Email: [REDACTED]

CONSENTING LENDER

**PRINCIPAL ALTERNATIVE CREDIT UNLEVERED
FUND, LP**

By: Principal Alternative Credit Fund GP, LLC, its
General Partner

By: Principal Global Investors, LLC, its authorized signatory

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

[REDACTED]

Notice Address:

[REDACTED]

Email: [REDACTED]

CONSENTING LENDER

**PRINCIPAL ALTERNATIVE CREDIT FUND
(OFFSHORE) (SPV), LLC**

By: Principal Alternative Credit Fund (Offshore), LP, its
sole member

By: Principal Alternative Credit Fund GP, LLC, its
General Partner

By: Principal Global Investors, LLC, its authorized signatory

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

[REDACTED]

Notice Address:

[REDACTED]
Attention: [REDACTED]
Email: [REDACTED]

CONSENTING LENDER

RF Investment Partners SBIC, LP

[Redacted]

By: RF Investment Partners

Name: [Redacted]

Title: [Redacted]

RF Investment Partners SBIC II, LP

[Redacted]

By: RF Investment Partners

Name: [Redacted]

Title: [Redacted]

RF Co-Invest Fund I, LP

[Redacted]

By: RF Investment Partners

Name: [Redacted]

Title: [Redacted]

[Redacted]

Notice Address:

[Redacted]

Attention: [Redacted]

Email: [Redacted]

CONSENTING LENDER

QS CAPITAL STRATEGIES II, L.P.

By: QSCS II, L.P., its General Partner

By: QSCS Partners II, LLC, its General Partner

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

[REDACTED]

[REDACTED]

Notice Address:

[REDACTED]

[REDACTED]

[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

CONSENTING LENDER

TRINITY UNIVERSAL INSURANCE COMPANY

By: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

[REDACTED]