

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**Amendment No. 4
TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

Corsair Gaming, Inc.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

3577
(Primary Standard Industrial
Classification Code Number)

82-2335306
(I.R.S. Employer
Identification Number)

**47100 Bayside Pkwy
Fremont, CA 94538
(510) 657-8747**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

**Michael G. Potter
Chief Financial Officer
47100 Bayside Pkwy
Fremont, CA 94538
(510) 657-8747**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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.

Large accelerated filer

Accelerated filer

Non-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 to Section 7(a)(2)(B) of the Securities Act.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment No. 4 to the Registration Statement on Form S-1 (File No. 333-248247), or the Registration Statement, of Corsair Gaming, Inc. is being filed for the purpose of adding Exhibits to the Registration Statement and amending the Exhibit Index and Item 16 of Part II of the Registration Statement. No changes or additions are being made hereby to the prospectus constituting Part I of the Registration Statement (not included herein) or to Items 13, 14, 15 or 17 of Part II of the Registration Statement.

PART II

Information Not Required In Prospectus

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the expenses payable by the Registrant expected to be incurred in connection with the issuance and distribution of the shares of common stock being registered hereby (other than underwriting discounts and commissions). All of such expenses are estimates, other than the filing and listing fees payable to the Securities and Exchange Commission (the "SEC"), the Financial Industry Regulatory Authority, Inc. ("FINRA") and the Nasdaq Global Select Market (the "Nasdaq") listing fee.

Item	Amount to be paid
SEC registration fee	\$ 37,616
FINRA filing fee	\$ 43,970
Nasdaq listing fee	\$ 270,000
Printing and engraving expenses	\$ 1,000,000
Legal fees and expenses	\$ 4,350,066
Accounting fees and expenses	\$ 621,838
Blue Sky, qualification fees and expenses	\$ 10,000
Transfer agent fees and expenses	\$ 3,500
Miscellaneous expenses	\$ 663,010
Total	\$ 7,000,000

Item 14. Indemnification of Directors and Officers.

Section 102(b)(7) of the Delaware General Corporation Law (the "DGCL") allows a corporation to provide in its certificate of incorporation that a director of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except where the director breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. Our amended and restated certificate of incorporation will provide for this limitation of liability.

Section 145 of the DGCL ("Section 145"), provides, among other things, that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who were or are a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good

faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests, provided further that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses which such officer or director has actually and reasonably incurred.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would otherwise have the power to indemnify him or her under Section 145.

Our amended and restated certificate of incorporation will include a provision that, to the fullest extent permitted by the DGCL, eliminates the personal liability of directors to us or our stockholders for monetary damages for any breach of fiduciary duty as a director. The effect of these provisions will be to eliminate the rights of us and our stockholders, through stockholders' derivative suits on our behalf, to recover monetary damages from a director for breach of fiduciary duty as a director, including breaches resulting from grossly negligent behavior. However, exculpation will not apply to any director if the director has acted in bad faith, knowingly or intentionally violated the law, authorized illegal dividends or redemptions or derived an improper benefit from his or her actions as a director. Further, our amended and restated certificate of incorporation and our amended and restated bylaws will provide that we must indemnify and advance expenses to our directors and officers to the fullest extent authorized by the DGCL. We also will be expressly authorized to carry directors' and officers' liability insurance providing indemnification for our directors, officers and certain employees for some liabilities.

Section 174 of the DGCL provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held jointly and severally liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered in the books containing the minutes of the meetings of the board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of our amended and restated certificate of incorporation, our amended and restated bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

We intend to enter into indemnification agreements with each of our directors and officers pursuant to which we will agree to indemnify our directors and officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being such a director or officer.

We expect to maintain standard policies of insurance that provide coverage (i) to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (ii) to us with respect to indemnification payments that we may make to such directors and officers.

The proposed form of Underwriting Agreement to be filed as Exhibit 1.1 to this Registration Statement provides for indemnification to us, our directors and officers by the underwriters, and to the underwriters by us, against certain liabilities.

Item 15. Recent Sales of Unregistered Securities.

The following list sets forth information as to all securities the Company has sold since January 1, 2016, which were not registered under the Securities Act of 1933, as amended (the "Securities Act"):

In connection with the Acquisition Transaction on August 28, 2017, we issued the following securities:

1. *Common Stock.* (i) 13,404,787 shares of our common stock to EagleTree for aggregate consideration of approximately \$57.4 million and (ii) 2,376,690 shares of our common stock to EagleTree in consideration for the acquisition of 20.194960 shares of Corsair Components, Inc.
2. *Preferred Securities.* 450 shares of our Series A Preferred Stock to Corsair Group (US), LLC, an affiliate of EagleTree, for aggregate consideration of \$100,000.

In connection with one of the Registrant's subsidiary's asset purchase agreement with Elgato Systems GmbH and Elgato Systems LLC, the Registrant issued 182,778 shares of its common stock on July 2, 2018 to Elgato Systems GmbH. In connection with one of the Registrant's subsidiary's acquisition of Origin PC, LLC, the Registrant issued 332,558 shares of its common stock on July 22, 2019 to Origin Parent Holdings, Inc. In connection with one of the Registrant's subsidiary's acquisition of SCUF Holdings, Inc., the Registrant issued 7,905,085 shares of its common stock and 402.3 shares of its preferred stock on August 31, 2020 to EagleTree and Corsair Group (USA), LLC, respectively.

In connection with a series of reorganizations to be effected prior to this offering as described in this Registration Statement (the "Reorganization"), the Registrant will issue 16,094 shares of its common stock to existing investors in exchange for shares of its outstanding preferred stock. In addition, in connection with the Reorganization the Registrant will also issue 60,131,374 shares of its common stock to EagleTree.

These transactions were exempt from registration pursuant to Section 4(a)(2) of the Securities Act, as they were transactions by an issuer that did not involve a public offering of securities.

In addition, between November 13, 2017 and September 18, 2020, the Registrant granted an aggregate of 11,521,888 stock options to certain of its or its subsidiaries' executives and other employees, which options had exercise prices ranging from \$2.20 to \$7.78 per share. The grants of options described above were made in the ordinary course of business and did not involve any cash payments from the recipients. The options did not involve a "sale" of securities for purposes of Section 2(3) of the Securities Act and were otherwise made in reliance upon Section 4(a)(2) of the Securities Act and Rule 701 under the Securities Act.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits

Exhibit number	Exhibit description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
1.1	Form of Underwriting Agreement.	S-1	September 18, 2020	1.1	
3.1	Certificate of Incorporation, currently in effect.	S-1	September 18, 2020	3.1	
3.2	Form of Amended and Restated Certificate of Incorporation, to be in effect immediately prior to the consummation of this offering.	S-1	September 18, 2020	3.2	
3.3	Bylaws, currently in effect.	S-1	August 21, 2020	3.3	
3.4	Form of Amended and Restated Bylaws, to be in effect immediately prior to the consummation of this offering.	S-1	September 14, 2020	3.4	
4.1	Reference is made to exhibits 3.1 through 3.4.				
4.2	Form of Stock Certificate.	S-1	September 18, 2020	4.2	
4.3	Investor Rights Agreement, by and between Corsair Gaming, Inc. and Corsair Group (Cayman), LP.	S-1	September 18, 2020	4.3	
4.4	Registration Rights Agreement, by and between Corsair Gaming, Inc. and Corsair Group (Cayman), LP.	S-1	September 14, 2020	4.4	
5.1	Opinion of Latham & Watkins LLP.	S-1	September 14, 2020	5.1	
10.1#	Form of Indemnification Agreement to be entered into between Corsair Gaming, Inc. and each of its directors and executive officers.	S-1	August 21, 2020	10.1	
10.2#	Corsair Gaming, Inc. Equity Incentive Program	S-1	September 18, 2020	10.2	
10.2(a)#	Form of Unit Award Agreement (U.S. Form) under EagleTree-Carbide Holdings (Cayman), LP Equity Incentive Program	S-1	August 21, 2020	10.2(a)	
10.2(b)#	Form of Unit Award Agreement (Non-U.S. Form) under EagleTree-Carbide Holdings (Cayman), LP Equity Incentive Program	S-1	August 21, 2020	10.2(b)	
10.3#	2020 Incentive Award Plan	S-1	September 14, 2020	10.3	
10.3(a)#	Form of Stock Option Grant Notice and Stock Option Agreement under the 2020 Incentive Award Plan.	S-1	September 14, 2020	10.3(a)	
10.3(b)#	Form of Restricted Stock Award Agreement under the 2020 Incentive Award Plan.	S-1	September 14, 2020	10.3(b)	

Exhibit number	Exhibit description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
10.3(c)#	Form of Restricted Stock Unit Award Grant Notice under the 2020 Incentive Award Plan.	S-1	September 14, 2020	10.3(c)	
10.4#	2020 Employee Stock Purchase Plan.	S-1	September 14, 2020	10.4	
10.5(a)	First Lien Credit and Guaranty Agreement, dated as of August 28, 2017, by and among Corsair Group (Cayman), LP and certain of its subsidiaries including the Registrant, Macquarie Capital Funding LLC, as administrative agent, and the other parties thereto.	S-1	August 21, 2020	10.5(a)	
10.5(b)	Amendment No. 1 to First Lien Credit and Guaranty Agreement, dated as of October 3, 2017, by and among Corsair Group (Cayman), LP and certain of its subsidiaries including the Registrant, Macquarie Capital Funding LLC, as administrative agent, and the other parties thereto.	S-1	August 21, 2020	10.5(b)	
10.5(c)	Amendment No. 2 to First Lien Credit and Guaranty Agreement, dated as of March 29, 2018, by and among Corsair Group (Cayman), LP and certain of its subsidiaries including the Registrant, Macquarie Capital Funding LLC, as administrative agent, and the other parties thereto.	S-1	August 21, 2020	10.5(c)	
10.6(a)	Second Lien Credit and Guaranty Agreement, dated as of August 28, 2017, by and among Corsair Group (Cayman), LP and certain of its subsidiaries including the Registrant, Macquarie Capital Funding LLC, as administrative agent, and the other parties thereto.	S-1	August 21, 2020	10.6(a)	
10.6(b)	Amendment No. 1 to Second Lien Credit and Guaranty, dated as of October 3, 2017, by and among Corsair Group (Cayman), LP, Macquarie Capital Funding LLC, as administrative agent, and the other parties thereto.	S-1	August 21, 2020	10.6(b)	
10.7	Industrial Space Lease, dated as of August 18, 2014, by and among Corsair Memory, Inc. and Osprey Capital Building 50, LLC.	S-1	August 21, 2020	10.7	
10.8(a)#	Severance Letter Agreement, dated as July 1, 2010, by and among Corsair Memory, Inc. and Andy Paul.	S-1	August 21, 2020	10.8(a)	
10.8(b)#	Severance Letter Agreement, dated as July 1, 2010, by and among Corsair Memory, Inc. and Nick Hawkins.	S-1	August 21, 2020	10.8(b)	
10.9#	Separation Agreement, dated April 30, 2019, by and among Corsair Memory, Inc. and Nick Hawkins.	S-1	August 21, 2020	10.9	

Exhibit number	Exhibit description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
10.10#	Offer Letter Agreement, dated October 17, 2019, by and among Corsair Gaming Inc., and Michael Potter.	S-1	August 21, 2020	10.10	
10.11#	Second Separation Agreement, dated November 7, 2019, by and among Corsair Memory, Inc and Nick Hawkins.	S-1	August 21, 2020	10.11	
10.12	Amendment No. 3 to First Lien Credit and Guarantee Agreement, dated as of April 27, 2018, by and among Corsair Group (Cayman), LP and certain of its subsidiaries, including the Registrant, Macquarie Capital Funding LLC, as administrative agent, and the other parties thereto.				X
10.13	Amendment No. 4 to First Lien Credit and Guarantee Agreement, dated as of October 11, 2018, by and among Corsair Group (Cayman), LP and certain of its subsidiaries, including the Registrant, Macquarie Capital Funding LLC, as administrative agent, and the other parties thereto.				X
10.14	Amendment No. 5 to First Lien Credit and Guarantee Agreement, dated as of December 19, 2019, by and among Corsair Group (Cayman), LP and certain of its subsidiaries, including the Registrant, Macquarie Capital Funding LLC, as administrative agent, and the other parties thereto.				X
21.1	List of the Registrant's Significant Subsidiaries.	S-1	August 21, 2020	21.1	
23.1	Consent of KPMG LLP.	S-1	September 18, 2020	23.1	
23.2	Consent of Latham & Watkins LLP (included in Exhibit 5.1).	S-1	September 14, 2020	23.2	
23.3	Consent of Cherry Bekaert LLP	S-1	September 18, 2020	23.3	
23.4	Consent of Director Nominee	S-1	September 18, 2020	23.4	
24.1	Power of Attorney. Reference is made to the signature page to the Registration Statement.	S-1	August 21, 2020	24.1	

* To be filed by amendment.

Indicates management contract or compensatory plan.

(b) Financial statement schedule

All schedules are omitted because the required information is either not present, not present in material amounts or presented within our audited financial statements included elsewhere in this prospectus and are incorporated herein by reference.

Item 17. Undertakings

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

The undersigned Registrant hereby undertakes to provide to the underwriter at the closing specified in the underwriting agreements certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Signatures

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement or amendment thereto to be signed on its behalf by the undersigned, thereunto duly authorized, in Fremont, California, on the 21st day of September, 2020.

Corsair Gaming, Inc.

By: /s/ Andrew J. Paul
Name: Andrew J. Paul
Title: Chief Executive Officer

Power of Attorney

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement or amendment thereto has been signed by the following persons in the capacities indicated on the 21st day of September, 2020.

<u>Signature</u>	<u>Title</u>
<u>/s/ Andrew J. Paul</u> Andrew J. Paul	Chief Executive Officer, President and Director (Principal Executive Officer)
<u>/s/ Michael G. Potter</u> Michael G. Potter	Chief Financial Officer, Treasurer (Principal Financial Officer)
<u>*</u> Gregg A. Lakritz	Vice President, Corporate Controller (Principal Accounting Officer)
<u>*</u> Anup Bagaria	Director
<u>*</u> Jason Cahilly	Director
<u>*</u> George L. Majoros, Jr.	Director
<u>*</u> Stuart A. Martin	Director
<u>*</u> Samuel R. Szeinbaum	Director
<u>*</u> Randall J. Weisenburger	Director

*By: /s/ Andrew J. Paul
Andrew J. Paul
Attorney-in-Fact

AMENDMENT NO. 3 TO FIRST LIEN CREDIT AND GUARANTY AGREEMENT

AMENDMENT NO. 3 TO FIRST LIEN CREDIT AND GUARANTY AGREEMENT, dated as of April 27, 2018 (this “**Amendment**”), by and among EAGLETREE-CARBIDE HOLDINGS (CAYMAN), LP, a Cayman Islands exempted limited partnership (“**Holdings**”), EAGLETREE-CARBIDE ACQUISITION CORP., a Delaware corporation (the “**U.S. Borrower**”), EAGLETREE-CARBIDE ACQUISITION S.À R.L., a Luxembourg private limited liability company (*société à responsabilité limitée*) with registered office at 48, Boulevard Grande-Duchesse Charlotte, L - 1330 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Commerce and Companies register under number B216.833 (the “**Lux Borrower**”), EAGLETREE-CARBIDE HONG KONG LIMITED, a Hong Kong limited liability company (the “**HK Borrower**”) and, together with the U.S. Borrower and the Lux Borrower, collectively, the “**Borrowers**”), EAGLETREE-CARBIDE HOLDINGS (US), LLC, a Delaware limited liability company (“**LLC Subsidiary**”), CERTAIN SUBSIDIARIES OF HOLDINGS PARTY HERETO, as Guarantors, MACQUARIE CAPITAL FUNDING LLC, as administrative agent (in such capacity, together with its permitted successors and assigns in such capacity, the “**Administrative Agent**”) under the Credit Documents (as defined in the Credit Agreement referred to below) and each Lender party hereto (such Lenders constituting Required Lenders).

WITNESSETH:

WHEREAS, the Borrowers, Holdings, LLC Subsidiary and certain other Subsidiaries of Holdings party thereto, as Guarantors, each Lender party thereto from time to time, Macquarie Capital Funding LLC, as Administrative Agent, and the other parties party thereto have entered into a First Lien Credit and Guaranty Agreement, dated as of August 28, 2017 (as amended by Amendment No. 1 to First Lien Credit and Guaranty Agreement, dated as of October 3, 2017, Amendment No. 2 to First Lien Credit and Guaranty Agreement, dated as of March 29, 2018, and as may be further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time the “**Credit Agreement**”; the terms defined therein and not otherwise defined herein being used herein as therein defined);

WHEREAS, the Credit Agreement requires the delivery of the audited financial statements for the fiscal year ended December 31, 2017 pursuant to Section 5.1(b) thereof and the other items described in clauses (c), (g) and (p) of Section 5.1 thereof (collectively, the “**2017 Audited Financial Statement Items**”) within one hundred twenty days after the end of the fiscal year ended December 31, 2017 (the “**Delivery Date**”);

WHEREAS, the Borrowers hereby request that the Lenders amend the requirement to deliver the 2017 Audited Financial Statement Items by the Delivery Date to be required to be delivered within one hundred fifty days after the end of the fiscal year ended December 31, 2017; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment. Upon the Amendment Effective Date (as defined below), and subject to the occurrence thereof, Section 5.1(b) of the Credit Agreement shall be amended by replacing the text “one hundred twenty days” appearing in clause (x) thereof with the text “one hundred fifty days”.

SECTION 2. Conditions of Effectiveness of this Amendment. This Amendment shall become effective (the “**Amendment Effective Date**”) immediately when the following conditions shall have been satisfied:

(a) the Administrative Agent (or its counsel) shall have received an executed counterpart (or written evidence satisfactory to the Administrative Agent (which may include a facsimile or other electronic transmission) that such party has signed a counterpart) of this Amendment from the Administrative Agent, the Borrowers, Holdings, LLC Subsidiary, each other Guarantor party hereto and the Required Lenders.

(b) each of the representations and warranties made by each Credit Party set forth in Section 4 of the Credit Agreement and in any other Credit Document shall be true and correct in all material respects (except that any representation and warranty that is qualified as to “materiality” or “Material Adverse Effect” shall be true and correct in all respects) on and as of the Amendment Effective Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that any representation and warranty that is qualified as to “materiality” or “Material Adverse Effect” shall be true and correct in all respects) as of such earlier date; it being understood and agreed, however, that for the avoidance of doubt, the Credit Documents shall include this Amendment.

(c) the Amendment No. 2 to Second Lien Credit and Guaranty Agreement, dated as of April 27, 2018, by and among Holdings, the Borrowers, LLC Subsidiary, certain subsidiaries of Holdings party thereto, as guarantors, Macquarie Capital Funding LLC, as administrative agent, and the lenders party thereto shall have become effective in accordance with its terms.

(d) on the Amendment Effective Date, no Default or Event of Default shall have occurred and be continuing or result therefrom.

SECTION 3. Reference to and Effect on the Credit Agreement and the other Credit Documents.

(a) On and after the Amendment Effective Date, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement, as modified by this Amendment.

(b) This Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any provision of the Credit Agreement not expressly provided herein, or of any other Credit Document.

SECTION 4. Execution in Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Amendment by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Amendment.

SECTION 5. Governing Law. (a) THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AMENDMENT SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND, BY EXECUTION AND DELIVERY OF THIS AMENDMENT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH OF THE PARTIES HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON, AND AGREES NOT TO PLEAD OR CLAIM, IN ANY LEGAL ACTION PROCEEDING WITH RESPECT TO THIS AMENDMENT BROUGHT IN ANY OF THE AFOREMENTIONED COURTS, THAT SUCH COURTS LACK PERSONAL JURISDICTION OVER SUCH PERSON.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (a) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH OF THE PARTIES TO THIS AMENDMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 6. Headings. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Amendment.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

EAGLETREE-CARBIDE HOLDINGS
(CAYMAN), LP,
as Holdings and a Guarantor

By: EagleTree-Carbide (GP), LLC, its general partner

By: /s/ George L. Majoros, Jr.
Name: George L. Majoros, Jr.
Title: Authorized Signatory

EAGLETREE-CARBIDE ACQUISITION CORP.,
as a Borrower

By: /s/ George L. Majoros, Jr.
Name: George L. Majoros, Jr.
Title: President

EAGLETREE-CARBIDE ACQUISITION S.À R.L.,
as a Borrower

By: /s/ Robert Van't Hoeft
Name: Robert Van't Hoeft
Title: Class A Manager

By: /s/ Stuart Martin
Name: Stuart Martin
Title: Class B Manager

EagleTree-Carbide Acquisition S.à r.l.,
société à responsabilité limitée
Registered Office: 48, boulevard Grande-Duchesse
Charlotte, L-1330
Luxembourg, R.C.S.: B 216.833

EAGLETREE-CARBIDE HONG KONG LIMITED,
as a Borrower

By: /s/ Nicholas Hawkins
Name: Nicholas Hawkins
Title: Director

[Signature Page to Corsair Amendment No. 3 (1L)]

EAGLETREE-CARBIDE HOLDINGS (US), LLC,
as a Guarantor

By: /s/ George L. Majoros, Jr.
Name: George L. Majoros, Jr.
Title: President

EAGLETREE-CARBIDE HOLDINGS S.À R.L.,
as a Guarantor

By: /s/ Joost Mees
Name: Joost Mees
Title: Class A Manager

By: /s/ George L. Majoros, Jr.
Name: George L. Majoros, Jr.
Title: Class B Manager

EagleTree-Carbide Holdings S.à r.l.,
société à responsabilité limitée
Registered Office: 48, boulevard Grande-Duchesse
Charlotte, L-1330 Luxembourg, R.C.S.: B 216.685

CORSAIR COMPONENTS, INC.,
as a Guarantor

By: /s/ Nicholas Hawkins
Name: Nicholas Hawkins
Title: Chief Financial Officer and Secretary

CORSAIR MEMORY, INC.,
as a Guarantor

By: /s/ Nicholas Hawkins
Name: Nicholas Hawkins
Title: Chief Financial Officer and Secretary

CORSAIR (HONG KONG) LIMITED,
as a Guarantor

By: /s/ Nicholas Hawkins
Name: Nicholas Hawkins
Title: Director

[Signature Page to Corsair Amendment No. 3 (1L)]

CORSAIR COMPONENTS COÖPERATIEF U.A.,
as a Guarantor

By: /s/ Stuart Martin

Name: Stuart Martin

Title: Authorized Signatory

CORSAIR MEMORY B.V.,
as a Guarantor

By: /s/ Nicholas Hawkins

Name: Nicholas Hawkins

Title: Authorized Signatory

[Signature Page to Corsair Amendment No. 3 (1L)]

MACQUARIE CAPITAL FUNDING LLC, as the
Administrative Agent

By /s/ Lisa Grushkin

Name: Lisa Grushkin

Title: Authorized Signatory

By /s/ Ayesha Farooqi

Name: Ayesha Farooqi

Title: Authorized Signatory

[Signature Page to Corsair Amendment No. 3 (1L)]

By: /s/ Ellen Kenneally

Name: Ellen Kenneally

Title: Vice President

By: /s/ David Smith

Name: David Smith

Title: Senior Vice President

[Signature Page to Corsair Amendment No. 3 (1L)]

AMENDMENT NO. 4 TO FIRST LIEN CREDIT AND GUARANTY AGREEMENT

THIS AMENDMENT NO. 4 TO FIRST LIEN CREDIT AND GUARANTY AGREEMENT, dated as of October 11, 2018 (this “**Fourth Amendment**”), by and among CORSAIR GROUP (CAYMAN), LP (formerly EAGLETREE-CARBIDE HOLDINGS (CAYMAN), LP), a Cayman Islands exempted limited partnership (“**Holdings**”), CORSAIR GAMING, INC. (formerly EAGLETREE-CARBIDE ACQUISITION CORP.), a Delaware corporation (the “**U.S. Borrower**”), CORSAIR ACQUISITION (LUX) S.À R.L. (formerly EAGLETREE-CARBIDE ACQUISITION S.À R.L.), a Luxembourg private limited liability company (*société à responsabilité limitée*) with registered office at 48, Boulevard Grande-Duchesse Charlotte, L - 1330 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Commerce and Companies register under number B216.833 (the “**Lux Borrower**”), CORSAIR HOLDINGS (HONG KONG) LIMITED (formerly EAGLETREE-CARBIDE HONG KONG LIMITED), a Hong Kong limited liability company (the “**HK Borrower**” and, together with the U.S. Borrower and the Lux Borrower, collectively, the “**Borrowers**”), CORSAIR GROUP (US), LLC (formerly EAGLETREE-CARBIDE HOLDINGS (US), LLC), a Delaware limited liability company (“**LLC Subsidiary**”), CERTAIN SUBSIDIARIES OF HOLDINGS PARTY HERETO, as Guarantors, THE LENDERS PARTY HERETO (including the 2018 Replacement Term Lenders and the Incremental Term Loan Lenders, each as defined below) and MACQUARIE CAPITAL FUNDING LLC, as administrative agent (in such capacity, together with its permitted successors and assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, reference is hereby made to the First Lien Credit and Guaranty Agreement, dated as of August 28, 2017 (as amended by that certain Amendment No. 1 to the First Lien Credit and Guaranty Agreement, dated as of October 3, 2017, Amendment No. 2 to the First Lien Credit and Guaranty Agreement, dated as of March 29, 2018, Amendment No. 3 to the First Lien Credit and Guaranty Agreement, dated as of April 27, 2018, and as further amended, restated, supplemented and/or otherwise modified prior to the date hereof, the “**Credit Agreement**”), by and among Holdings, the Borrowers, LLC Subsidiary, certain Subsidiaries of Holdings party thereto, as Guarantors, the Lenders party thereto from time to time, the Administrative Agent and the Collateral Agent;

WHEREAS, on the date hereof (but prior to giving effect to this Fourth Amendment), there are outstanding Term Loans under the Credit Agreement (the “**Existing Term Loans**”) in an aggregate principal amount of \$327,125,000;

WHEREAS, the U.S. Borrower is seeking to borrow \$30,000,000 of new term loans (the “**Additional 2018 Incremental Term Loans**”) and the Borrowers are hereby requesting, in accordance with Section 2.25 of the Credit Agreement, that each Lender of Additional 2018 Incremental Term Loans (the “**Incremental Term Loan Lenders**”) provide commitments (each an “**Additional 2018 Incremental Term Loan Commitment**”) to provide the Additional 2018 Incremental Term Loans, on the terms and conditions set forth herein;

WHEREAS, in accordance with the provisions of Sections 2.25, 2.26 and 10.5 of the Credit Agreement, the Borrowers, the Administrative Agent, the 2018 Replacement Term Lenders and the Incremental Term Loan Lenders wish to amend the Credit Agreement to, in addition to the other amendments set forth below, provide for (i) the refinancing in full of all outstanding Existing Term Loans with the proceeds of 2018 Replacement Term Loans (as defined below) and (ii) the Additional 2018 Incremental Term Loans to be made by the Incremental Term Loan Lenders, in each case, on the terms and subject to the conditions set forth herein; and

WHEREAS, Macquarie Capital (USA) Inc. shall act as sole lead arranger and sole bookrunner, in each case, with respect to this Fourth Amendment and each of the 2018 Replacement Term Loans and Additional 2018 Incremental Term Loans provided for hereunder (in such capacity, the “**Refinancing/Incremental Term Loan Lead Arranger**”).

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein which is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement. Each reference to “hereof”, “hereunder”, “herein” and “hereby” and each other similar reference and each reference to “this Agreement” and each other similar reference contained in the Credit Agreement shall, as of and after the Fourth Amendment Effective Date (as defined below), refer to the Credit Agreement as amended by this Fourth Amendment (the “**Amended Credit Agreement**”).

SECTION 2. *Refinancing of Existing Term Loans.*

(a) The 2018 Replacement Term Lenders hereby severally agree to make 2018 Replacement Term Loans to the Borrowers on the Fourth Amendment Effective Date in the aggregate principal amount of \$327,125,000 to refinance all outstanding Existing Term Loans in accordance with the relevant requirements of the Credit Agreement (as modified hereby) and this Fourth Amendment. Except as expressly provided in this Fourth Amendment (including, without limitation, as to the Applicable Margin) and the Amended Credit Agreement, the 2018 Replacement Term Loans shall be on terms substantially identical to the Existing Term Loans (including, without limitation, as to maturity, Guarantors, Collateral (and ranking) and payment priority).

(b) On the Fourth Amendment Effective Date, all then outstanding Existing Term Loans shall be refinanced in full as follows:

(w) the outstanding principal amount of the Existing Term Loan of each Lender that (i) is an existing Term Lender under the Credit Agreement prior to giving effect to this Fourth Amendment (each, an “**Existing Term Lender**”) and (ii) is not party hereto as a “New 2018 Replacement Term Lender” or a “2018 Converting Term Lender” (a Lender meeting the requirements of preceding clauses (i) and (ii), each, a “**Non-Converting Term Lender**”) shall be repaid in full in cash with respect to its Existing Term Loans with proceeds of the 2018 Replacement Term Loans;

(x) to the extent any Existing Term Lender has a 2018 Replacement Term Loan Conversion Amount (as defined in the Amended Credit Agreement) that is less than the full outstanding principal amount of the Existing Term Loan of such Existing Term Lender, such Existing Term Lender shall be repaid in cash in an amount equal to the difference between the outstanding principal amount of the Existing Term Loan of such Existing Term Lender and such Existing Term Lender’s 2018 Replacement Term Loan Conversion Amount (the “**Non-Converting Portion**”);

(y) the outstanding principal amount of the Existing Term Loan of each Existing Term Lender that has executed this Fourth Amendment as a “2018 Converting Term Lender” (each, a “**2018 Converting Term Lender**”) shall automatically be converted into a term loan under the Amended Credit Agreement (each, a “**Converted 2018 Replacement Term Loan**”) in a principal amount equal to such 2018 Converting Term Lender’s 2018 Replacement Term Loan Conversion Amount (each such conversion, a “**2018 Replacement Term Loan Conversion**”); and

(z) (1) each Person that has executed this Fourth Amendment as a “New 2018 Replacement Term Lender” (each, a “**New 2018 Replacement Term Lender**” and, together with the 2018 Converting Term Lenders, collectively, the “**2018 Replacement Term Lenders**”) severally agrees to make a new term loan under the Amended Credit Agreement to the Borrowers on the Fourth Amendment Effective Date (each such new term loan, a “**New 2018 Replacement Term Loan**” and, collectively, the “**New 2018 Replacement Term Loans**” and, together with the Converted 2018 Replacement Term Loans, the “**2018 Replacement Term Loans**”) in Dollars in a principal amount equal to the amount opposite such New 2018 Replacement Term Lender’s name on Schedule I hereto (as to any New 2018 Replacement Term Lender, its “**2018 Replacement Term Loan Commitment**”).

(c) On the Fourth Amendment Effective Date, each 2018 Replacement Term Lender hereby agrees to “fund” its 2018 Replacement Term Loan as follows: (x) each 2018 Converting Term Lender shall “fund” its 2018 Replacement Term Loan to the Borrowers by converting all or a portion, as applicable, of its then outstanding principal amount of Existing Term Loans into a 2018 Replacement Term Loan in a principal amount equal to such 2018 Converting Term Lender’s 2018 Replacement Term Loan Conversion Amount as provided in preceding clause 2(b)(y) and (y) each New 2018 Replacement Term Lender shall fund in cash to the Borrowers an amount equal to such New 2018 Replacement Term Lender’s 2018 Replacement Term Loan Commitment.

(d) The Converted 2018 Replacement Term Loans subject to the 2018 Replacement Term Loan Conversion shall be allocated ratably to the outstanding borrowings of Existing Term Loans (based upon the relative principal amounts of borrowings of Existing Term Loans and, in the case of Eurodollar Rate Existing Term Loans, subject to different Interest Periods immediately prior to giving effect thereto). Each resulting “borrowing” of Converted 2018 Replacement Term Loans shall constitute a new “borrowing” under the Credit Agreement and shall (x) with respect to Eurodollar Rate Converted 2018 Replacement Term Loans, be subject to the same Interest Period (and the same Eurodollar Rate) applicable to the borrowing of Eurodollar Rate Existing Term Loans to which it relates, which Interest Period shall continue in effect until such Interest Period expires and a new type of Borrowing is selected in accordance with the provisions of Section 2.8 of the Credit Agreement or (y) with respect to Base Rate Converted 2018 Replacement Term Loans, continue as Base Rate Loans until a new type of borrowing is selected in accordance with the provisions of Section 2.8 of the Credit Agreement. New 2018 Replacement Term Loans shall be allocated ratably to repay outstanding borrowings of Existing Term Loans that are not subject to a 2018 Replacement Term Loan Conversion (based upon the relative principal amounts of borrowings of such Existing Term Loans and, in the case of Eurodollar Rate Existing Term Loans, subject to different Interest Periods immediately prior to giving effect thereto) and shall be (x) with respect such Eurodollar Rate Existing Term Loans, initially incurred as Eurodollar Rate borrowings which shall be allocated ratably to such outstanding “deemed” borrowings of Eurodollar Rate Converted 2018 Replacement Term Loans on the Fourth Amendment Effective Date (based upon the relative principal amounts of such deemed borrowings of Eurodollar Rate Converted 2018 Replacement Term Loans subject to different Interest Periods on the Fourth Amendment Effective Date after giving effect to the foregoing provisions of this clause (d) and (y) with respect to such Base Rate Existing Term Loans, initially incurred as Base Rate Loans which shall be allocated to such outstanding “deemed” borrowings of Base Rate Converted 2018 Replacement Term Loans on the Fourth Amendment Effective Date. Each such “borrowing” of Eurodollar Rate New 2018 Replacement Term Loans shall (A) be added to (and made a part of) the related deemed borrowing of Eurodollar Rate Converted 2018 Replacement Term Loans and (B) be subject to (x) an Interest Period which commences on the Fourth Amendment Effective Date and ends on the last day of the Interest Period applicable to the related deemed borrowing

of Eurodollar Rate Converted 2018 Replacement Term Loans to which it is added and (y) the same Eurodollar Rate applicable to such deemed borrowing of Eurodollar Rate Converted 2018 Replacement Term Loans.

(e) On the Fourth Amendment Effective Date, the Borrowers shall pay in cash (a) all accrued and unpaid interest on the Existing Term Loans to, but not including, the Fourth Amendment Effective Date and (b) to each Non-Converting Term Lender and each 2018 Converting Term Lender with a Non-Converting Portion (solely with respect to such Non-Converting Portion), any breakage loss or expenses due under Section 2.18(c) of the Credit Agreement (it being understood that existing Interest Periods of the Existing Term Loans held by 2018 Replacement Term Lenders prior to the Fourth Amendment Effective Date shall continue on and after the Fourth Amendment Effective Date pursuant to preceding clause (d) and shall accrue interest in accordance with Section 2.8 of the Credit Agreement on and after the Fourth Amendment Effective Date as if the Fourth Amendment Effective Date were a new borrowing date). Notwithstanding anything to the contrary herein or in the Credit Agreement, each 2018 Converting Term Lender agrees to waive any entitlement or claim to any breakage loss or expenses due under Section 2.18(c) of the Credit Agreement with respect to the repayment of any of its Existing Term Loans by way of the 2018 Replacement Term Loan Conversion on the Fourth Amendment Effective Date.

(f) Promptly following the Fourth Amendment Effective Date, any Term Loan Note evidencing the Existing Term Loans shall be cancelled, and any 2018 Replacement Term Lender may request that its 2018 Replacement Term Loan be evidenced by a Term Loan Note pursuant to Section 2.7(b) of the Amended Credit Agreement.

(g) Notwithstanding anything to the contrary contained in the Credit Agreement, all proceeds of the New 2018 Replacement Term Loans (if any) will be used solely to repay outstanding Existing Term Loans of Non-Converting Term Lenders (if any) and outstanding Existing Term Loans of 2018 Converting Term Lenders in an amount equal to the Non-Converting Portion (if any) of such 2018 Converting Term Lenders' Existing Term Loans, in each case, on the Fourth Amendment Effective Date.

(h) The Borrowers shall make principal payments on the 2018 Replacement Term Loans in installments, in the amounts and on the dates set forth in Section 2.12 of the Amended Credit Agreement, and the last paragraph of Section 2.12 shall apply thereto.

SECTION 3. Amendments to the Credit Agreement.

(a) Upon the making of the 2018 Replacement Term Loans, the Credit Agreement is hereby amended as of the Fourth Amendment Effective Date as follows:

(b) The definition of "**Applicable Margin**" in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"**Applicable Margin**" means:

(a)(i) in the case of Term Loans (other than Incremental Term Loans incurred after the Fourth Amendment Effective Date), (A) prior to the Fourth Amendment Effective Date, (x) 4.75% per annum in the case of Eurodollar Loans and (y) 3.75% per annum in the case of Base Rate Loans and (B) from and after the Fourth Amendment Effective Date and until the delivery of financial statements pursuant to Section 5.1(a) or (b) (and the related Compliance Certificate pursuant to Section 5.1(c)) for the first Fiscal Quarter ending after the Fourth Amendment Effective Date (such period described in this clause (a)(i)(B), the "**Initial**

Applicable Margin Period”), (x) in the case of Eurodollar Loans, 4.25% per annum, and (y) in the case of Base Rate Loans, 3.25% per annum, (ii) in the case of Revolving Loans and Swing Line Loans, (A) prior to the Fourth Amendment Effective Date, (x) 4.50% per annum in the case of Eurodollar Loans and (y) 3.50% per annum in the case of Base Rate Loans and (B) during the Initial Applicable Margin Period, (x) in the case of Eurodollar Loans, 4.25% per annum, and (y) in the case of Base Rate Loans, 3.25% per annum and (iii) in the case of all Loans (other than Incremental Term Loans incurred after the Fourth Amendment Effective Date), after the Initial Applicable Margin Period, the applicable percentage set forth in the table below under the appropriate caption based on the Consolidated Total Net Leverage Ratio set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 5.1(c):

Pricing Level	Consolidated Total Net Leverage Ratio	Applicable Margin for Eurodollar Loans	Applicable Margin for Base Rate Loans
I	>3.50:1.00	4.25%	3.25%
II	£3.50:1.00 and >3.00:1.00	4.00%	3.00%
III	£3.00:1.00	3.75%	2.75%

Any increase or decrease in the Applicable Margin pursuant to clause (a)(iii) above resulting from a change in the Consolidated Total Net Leverage Ratio shall become effective as of the first Business Day immediately following the date the applicable financial statements are delivered pursuant to Section 5.1(a) or (b) (and the related Compliance Certificate is delivered pursuant to Section 5.5(c)); *provided* that if notification is provided to the Borrower Representative that the Administrative Agent or the Required Lenders have so elected, “Pricing Level I” shall apply (x) as of the first Business Day after the date on which the financial statements were required to be delivered pursuant to Section 5.1(a) or (b) (and the related Compliance Certificate pursuant to Section 5.5(c)) but were not delivered, and shall continue to so apply to and including the date on which such financial statements (and related Compliance Certificate) are so delivered (and thereafter the pricing level otherwise determined in accordance with this definition shall apply) and (y) as of the first Business Day after an Event of Default under Section 8.1(a) shall have occurred and be continuing, and shall continue to so apply to but excluding the date on which such Event of Default is cured or waived (and thereafter the pricing level otherwise determined in accordance with this definition shall apply); and

(b) in the case of Incremental Term Loans incurred after the Fourth Amendment Effective Date, a percentage equal to the per annum rate specified in the applicable Joinder Agreement with respect to such Incremental Term Loans.”

(c) The definition of “**Screen Rate**” is hereby amended by inserting the text “, in accordance with the provisions set forth in Section 2.18(a)” at the end of the last sentence appearing therein.

(d) The definition of “**Term Loan**” in Section 1.1 of the Credit Agreement is hereby amended by inserting the text “, the 2018 Replacement Term Loans made by the 2018 Replacement Term Lenders on the Fourth Amendment Effective Date,” after the text “Section 2.1(a),” appearing therein.

(e) The definition of “**Term Loan Commitment**” in Section 1.1 of the Credit Agreement is hereby amended by (x) inserting the text “(i)” before the text “the Closing Date” appearing therein and (y) inserting at the end of the last sentence thereof the text “and (ii) the Fourth Amendment Effective Date is \$327,125,000”.

(f) Section 1.1 of the Credit Agreement is hereby further amended by adding the following definitions in appropriate alphabetical order as follows:

“**2018 Converting Term Lender**” has the meaning assigned to such term in the Fourth Amendment.

“**2018 Replacement Term Loans**” has the meaning assigned to such term in the Fourth Amendment.

“**2018 Replacement Term Loan Commitment**” has the meaning assigned to such term in the Fourth Amendment.

“**2018 Replacement Term Lender**” has the meaning assigned to such term in the Fourth Amendment.

“**2018 Replacement Term Loan Conversion Amount**” shall mean, as to any 2018 Converting Term Lender, the amount determined by the Administrative Agent and the Borrowers as the final amount of such 2018 Converting Term Lender’s 2018 Replacement Term Loan Conversion on the Fourth Amendment Effective Date and notified to each such 2018 Converting Term Lender by the Administrative Agent on or prior to the Fourth Amendment Effective Date. The “2018 Replacement Term Loan Conversion Amount” of any 2018 Converting Term Lender shall not exceed (but may be less than) the outstanding principal amount of such 2018 Converting Term Lender’s Term Loans (determined immediately prior to the Fourth Amendment Effective Date). All such determinations made by the Administrative Agent and the Borrowers shall, absent manifest error, be final, conclusive and binding on the Borrowers and the Lenders, and the Administrative Agent and the Borrowers shall have no liability to any Person with respect to such determination absent gross negligence or willful misconduct (in each case, as determined by a court of competent jurisdiction in a final and non-appealable judgment).

“**2018 Replacement Term Loan Conversion**” has the meaning assigned to such term in the Fourth Amendment.

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

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

“**Division/Series Transaction**” means, with respect to any Credit Party and/or any of its Subsidiaries that is a limited liability company organized under the laws of the State of Delaware, that any such Person (a) divides into two or more Persons (whether or not the original Credit Party or Subsidiary thereof survives such division) or (b) creates, or reorganizes into, one or more series, in each case, as contemplated under the laws of the State of Delaware.

“**Fourth Amendment**” means Amendment No. 4 to the First Lien Credit and Guaranty Agreement, dated as of October 11, 2018, by and among the Borrowers, Holdings, LLC Subsidiary, certain Subsidiaries of Holdings party thereto, as Guarantors, the Administrative Agent and the Lenders party thereto (including the 2018 Replacement Term Lenders and the Incremental Term Loan Lenders).

“**Fourth Amendment Effective Date**” has the meaning assigned to such term in the Fourth Amendment.

“**Mandatory 1L IPO Prepayment Amount**” as defined in Section 2.14(g).

“**New 2018 Replacement Term Loan**” has the meaning assigned to such term in the Fourth Amendment.

“**New 2018 Replacement Term Lender**” has the meaning assigned to such term in the Fourth Amendment.

“**Permitted 2L IPO Prepayment Amount**” as defined in Section 5.23.

“**PTE**” means 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 Borrower IPO**” means the issuance by the U.S. Borrower of its common equity Securities in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the Securities and Exchange Commission in accordance with the Securities Act (whether alone or in connection with a secondary public offering).

“Qualified Borrower IPO/Reorganization Amendment” means an amendment to the Credit Agreement to be entered into by the Administrative Agent and the U.S. Borrower only, which amendment will effectuate the following and be effective upon or after the consummation of the Qualified Borrower IPO:

- (a) amend the definition of Change of Control (i) to reference the Qualified Borrower IPO and (ii) to reflect the ownership by the U.S. Borrower of Corsair Components, Lux Holdco and the other Restricted Subsidiaries after giving effect to the Qualified Borrower IPO;
- (b) amend Section 4 (Representations and Warranties) to apply only to the U.S. Borrower and its Restricted Subsidiaries;
- (c) amend (i) Section 5 (Affirmative Covenants) to apply only to the U.S. Borrower and its Restricted Subsidiaries, including Section 5.1 (Financial Statements and Other Reports and Notices) and (ii) Section 5.11 (Subsidiaries) to exclude Subsidiaries formed during the intermediate steps of the Qualified Borrower IPO/Reorganization Transactions;
- (d) amend (i) Section 6 (Negative Covenants) to apply only to the U.S. Borrower and its Restricted Subsidiaries, (ii) Section 6.4 (Restricted Payments) to permit the U.S. Borrower to pay dividends within 60 days after the date of their declaration (if such dividends could have been paid on such date in compliance with Section 6.4), (iii) Sections 6.8 (Fundamental Changes), 6.9 (Asset Sales) and 6.11 (Transactions with Affiliates) to expressly permit the Qualified Borrower IPO/Reorganization Transactions and (iv) Section 6.13 (Permitted Activities of Holdings, LLC Subsidiary and Lux Holdco) to exclude Holdings and LLC Subsidiary;
- (e) amend Section 7 (Guaranty) to exclude Holdings, LLC Subsidiary and each other Guarantor Subsidiary released from its Guaranty as described in the definition of Qualified Borrower IPO/Reorganization Transactions;
- (f) amend Section 8 (Events of Default) to exclude as Events of Default any termination of any Guaranty and/or Collateral Document described in the definition of Qualified Borrower IPO/Reorganization Transactions; and
- (g) amend the Schedules to this Agreement and the other Credit Documents to reflect the U.S. Borrower and its Restricted Subsidiaries after giving effect to the Qualified Borrower IPO.

“Qualified Borrower IPO/Reorganization Transactions” means the consummation of the following transactions after the Fourth Amendment Effective Date in connection with the Qualified Borrower IPO:

- (a) the release of each of Holdings and LLC Subsidiary as a “Guarantor” under the Credit Agreement and the other Credit Documents, and the discharge and release of each of Holdings and LLC Subsidiary from all obligations with respect thereto;

- (b) the termination of (i) the Limited Recourse Pledge and Security Agreement, among Holdings, LLC Subsidiary and the Collateral Agent and (ii) the First Ranking Share Pledge Agreement, among Holdings, LLC Subsidiary, Cortland Capital Market Services LLC and Lux Holdco;
- (c) the dissolution of LLC Subsidiary;
- (d) the consummation of the Qualified Borrower IPO;
- (e) transfers such that the U.S. Borrower shall (i) directly or indirectly own and control 100% on a fully diluted basis all of the Equity Interests of Corsair Components, Inc. and Lux Holdco and (ii) directly or indirectly own and control 100% on a fully diluted basis all of the Equity Interests of each other Restricted Subsidiary;
- (f) the consummation of all other transactions in respect of changes to the organizational structure and capital structure of Holdings, LLC Subsidiary, the Borrowers and their other Subsidiaries, in each case, as in effect on the Fourth Amendment Effective Date (as set forth on Schedule III to the Fourth Amendment), such that immediately after giving effect to such transactions and the other Qualified Borrower IPO/Reorganization Transactions, the organizational structure and capital structure of the U.S. Borrower and its Subsidiaries, in each case, shall be substantially as set forth on Schedule IV to the Fourth Amendment; and
- (g) in the case of any Subsidiary of the U.S. Borrower that is an Excluded Tax Subsidiary upon or after giving effect to the consummation of the Qualified Borrower IPO, (i) the release of such Subsidiary as a Credit Party under the Credit Agreement and any of the other Credit Documents, and the discharge and release of such Subsidiary from all obligations with respect thereto, (ii) the termination of all obligations of, and Liens granted by, such Subsidiary under any Collateral Document to which such Subsidiary is a party and (iii) the release of all Liens on Equity Interests thereof other than Liens described in Section 5.11(e).

“**Scheduled Unavailability Date**” as defined in Section 2.18(a)(ii).

“**Successor Eurodollar Rate**” as defined in Section 2.18(a).

“**Successor Eurodollar Rate Conforming Changes**” means, with respect to any proposed Successor Eurodollar Rate, any conforming changes to the definition of Adjusted Eurodollar Rate, Eurodollar Base Rate, Screen Rate, Interest Period, timing and frequency of determining rates and making payments of interest and other administrative matters as may be appropriate, in the discretion of the Administrative Agent in consultation with the Borrower Representative, to reflect the adoption of such Successor Eurodollar Rate and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with

market practice (or, if the Administrative Agent reasonably determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such Successor Eurodollar Rate exists, in such other manner of administration as the Administrative Agent reasonably determines is reasonably necessary in connection with the administration of this Agreement).

(g) Section 2.1(a) of the Credit Agreement is hereby amended by inserting the following new paragraph at the end of the first sentence thereof:

“Subject to the terms and conditions set forth in the Fourth Amendment and this Agreement (as amended thereby), (x) each New 2018 Replacement Term Lender severally agrees to make to the Borrowers on the Fourth Amendment Effective Date New 2018 Replacement Term Loans in an aggregate amount not to exceed the amount of such New 2018 Replacement Term Lender’s 2018 Replacement Term Loan Commitment and (y) each 2018 Converting Term Lender severally agrees, that, pursuant to the 2018 Replacement Term Loan Conversion, without any further action by any party to this Agreement, the portion of such 2018 Converting Term Lender’s Term Loans equal to such 2018 Converting Term Lender’s 2018 Replacement Term Loan Conversion Amount shall automatically be converted into 2018 Replacement Term Loans in a like principal amount on the Fourth Amendment Effective Date.”

(h) Section 2.11(h) of the Credit Agreement is hereby amended by (x) deleting the text “one-year” appearing therein and inserting the text “six-month” in lieu thereof and (y) deleting the text “Closing Date” appearing therein and inserting the text “Fourth Amendment Effective Date” in lieu thereof.

(i) Section 2.14(g) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(g) Qualified Borrower IPO Prepayment. No later than the fifth Business Day following the consummation of the Qualified Borrower IPO, the Borrowers shall prepay the Loans in an amount (the “**Mandatory 1L IPO Prepayment Amount**”) equal to 50% of the positive difference between (x) the aggregate amount of the net cash proceeds received by (or contributed to) the U.S. Borrower from the Qualified Borrower IPO, minus, (y) the Permitted 2L IPO Prepayment Amount (for the avoidance of doubt, it is understood and agreed that any prepayment of the Loans pursuant to this clause (g) shall not constitute a Repricing Event).”

(j) The last sentence of Section 2.15(b) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“Notwithstanding anything to the contrary set forth above in this Section 2.15(b), (i) the net cash proceeds from the incurrence of any Credit Agreement Refinancing Indebtedness shall be applied as provided in the

definition thereof and, if applicable, Section 2.26 and (ii) the Mandatory 1L IPO Prepayment Amount shall be applied on a ratable basis to prepay the Term Loans, the Extended Term Loans, the Other Term Loans and the Incremental Term Loans in accordance with clause “*first*” of Section 2.15(b).”

(k) Section 2.18(a) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(a) Inability to Determine Applicable Interest Rate. (i) Notwithstanding anything to the contrary in this Agreement or any other Credit Document, if the Administrative Agent in consultation with the Borrower Representative reasonably determines (which determination by the Administrative Agent shall be conclusive absent manifest error) that:

(x) adequate and reasonable means do not exist for ascertaining the Adjusted Eurodollar Rate, the Eurodollar Rate and/or the Screen Rate, as applicable for any requested Interest Period, including, without limitation, because such Adjusted Eurodollar Rate, the Eurodollar Rate and/or the Screen Rate is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(y) the administrator of the Adjusted Eurodollar Rate, the Eurodollar Rate and/or the Screen Rate, as applicable, or a Governmental Authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the Adjusted Eurodollar Rate, the Eurodollar Rate and/or the Screen Rate, as applicable, shall no longer be made available, or used for determining the interest rate of loans (such specific date, the “**Scheduled Unavailability Date**”), or

(z) syndicated loans currently being executed, or that include language similar to that contained in this Section 2.18(a), are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace the Adjusted Eurodollar Rate, the Eurodollar Rate and/or the Screen Rate, as applicable,

then, reasonably promptly after such determination by the Administrative Agent, the Administrative Agent and the Borrowers may amend this Agreement to replace the Adjusted Eurodollar Rate, the Eurodollar Rate and/or the Screen Rate, as applicable, with an alternate benchmark rate (including any mathematical or other adjustments to the benchmark (if any) incorporated therein), giving due consideration to any evolving or then existing convention for similar U.S. dollar denominated syndicated credit facilities for such alternative benchmarks (any such proposed rate, a “**Successor Eurodollar Rate**”), together with any proposed Successor Eurodollar Rate Conforming Changes and any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Borrower Representative unless, prior to such time, the Required Lenders have delivered to the Administrative Agent written

notice that such Required Lenders do not accept such amendment. Such Successor Eurodollar Rate shall be applied in a manner consistent with market practice; *provided* that to the extent such market practice is not administratively feasible for the Administrative Agent, such Successor Eurodollar Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

(ii) If no Successor Eurodollar Rate has been determined and the circumstances under clause (a)(x) above exist or the Scheduled Unavailability Date has occurred (as applicable), the Administrative Agent will promptly notify the Borrower Representative and each Lender. Thereafter, (x) the obligations of the Lenders to make or maintain Eurodollar Loans or convert any Loans into Eurodollar Loans, in each case, shall be suspended (to the extent of the affected Eurodollar Loans or Interest Periods) and (y) the Adjusted Eurodollar Rate component shall no longer be utilized in determining the Base Rate. Upon receipt of such notice, the Borrower Representative may revoke any pending Funding Notice and/or Conversion/Continuation Notice (to the extent of the affected Eurodollar Loans or Interest Periods) or, failing that, will be deemed to have converted such request in any such notice into a request for a committed borrowing of Base Rate Loans (subject to the foregoing clause (y)) in the amount specified therein.

(iii) Notwithstanding anything else herein, any definition of Successor Eurodollar Rate shall provide that in no event shall such Successor Eurodollar Rate be less than 1.00% per annum for purposes of this Agreement.”

(l) Section 5.19 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“**5.19. Beneficial Ownership Regulation.** Promptly following any request by the Administrative Agent therefor, the Borrowers shall provide information and documentation reasonably requested by the Administrative Agent or any Lender (through the Administrative Agent) for purposes of compliance with the Beneficial Ownership Regulation.”

(m) Section 5 of the Credit Agreement is hereby amended by inserting the following new Section 5.23 at the end thereof:

“**Section 5.23 2L IPO Prepayment** No later than the fifth Business Day following the consummation of the Qualified Borrower IPO, the Borrowers shall prepay all (but not less than all) of the then outstanding amount of Second Lien Term Facility Indebtedness with net cash proceeds received by (or contributed to) the U.S. Borrower from such Qualified Borrower IPO (such amount, the “**Permitted 2L IPO Prepayment Amount**”).

(n) Section 6.3(a) of the Credit Agreement is hereby amended by replacing the period at the end of clause (vii) thereof with “; and” and inserting the following new clause (viii) immediately thereafter:

“(viii) the prepayment of Second Lien Term Facility Indebtedness in accordance with Section 5.23.”

(o) Section 6 of the Credit Agreement is hereby amended by inserting the following new Section 6.17 at the end thereof:

“**6.17. Prohibition on Division/Series Transactions.** For the avoidance of doubt, notwithstanding anything to the contrary contained in this Section 6 or any other provision in this Agreement or any other Credit Document, (a) no Credit Party shall enter into (or agree to enter into) any Division/Series Transaction, or permit any of its Subsidiaries to enter into (or agree to enter into), any Division/Series Transaction and (b) none of the provisions in this Section 6 nor any other provision in this Agreement nor any other Credit Document, shall be deemed to permit any Division/Series Transaction, in the case of each of preceding clauses (a) and/or (b), without written consent obtained in compliance with Section 10.5.”

(p) Section 10 of the Credit Agreement is hereby amended by inserting the following new Section 10.31 at the end thereof:

“**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 not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Credit 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 Section 3(42) of ERISA or otherwise) of one or more Employee Benefit Plans with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, any Letter of Credit, any Commitments or this Agreement;

(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 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, any Letter of Credit, any Commitment and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the 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, any Letter of Credit, any Commitment 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 either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with 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 and not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Credit Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, any Letter of Credit, any Commitment and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Credit Document or any documents related hereto or thereto)."

(q) The Borrower Representative hereby consents, for purposes of Section 10.6(b) of the Credit Agreement, to the assignment of any New 2018 Replacement Term Loans by any 2018 Replacement Term Lender to (i) any Person that was an Existing Term Lender on the Fourth Amendment Effective Date (immediately prior to giving effect thereto) and (ii) any other Person (other than a Disqualified Lender) notified in writing by the Administrative Agent to the Borrower Representative as part of the syndication process for the New 2018 Replacement Term Loans at least five (5) Business Days prior to the Fourth Amendment Effective Date (so long as the Borrower Representative has not objected thereto at least three (3) Business Days prior to the Fourth Amendment Effective Date).

SECTION 4. *Additional 2018 Incremental Term Loans.*

(a) Each Incremental Term Loan Lender severally agrees to make, on the Fourth Amendment Effective Date (immediately following the incurrence by U.S. Borrower of the 2018 Replacement Term Loans), an Additional 2018 Incremental Term Loan denominated in Dollars to U.S. Borrower (with the Borrowers being liable therefor on a joint and several basis) in an amount equal to such Incremental Term Loan Lender's commitment amount set forth on Schedule II hereto. Each Incremental Term Loan Lender's Additional 2018 Incremental Term Loan Commitment shall terminate immediately and without further action on the Fourth Amendment Effective Date after giving effect to the funding of such

Incremental Term Loan Lender's Additional 2018 Incremental Term Loan Commitment on such date. Any amount of the Additional 2018 Incremental Term Loans that is subsequently repaid or prepaid may not be reborrowed.

(b) The Additional 2018 Incremental Term Loans shall constitute Incremental Term Loans and shall be added to, constitute a part of, and have the same terms as the 2018 Replacement Term Loans made to the Borrowers on the Fourth Amendment Effective Date and shall be added to each borrowing of outstanding 2018 Replacement Term Loans on the Fourth Amendment Effective Date pursuant to the 2018 Replacement Term Loans Notice (as defined below) on a pro rata basis (based on the relative sizes of such borrowings), so that each Incremental Term Loan Lender providing such Additional 2018 Incremental Term Loans will participate proportionately in each outstanding borrowing of 2018 Replacement Term Loans based on the principal amount of Additional 2018 Incremental Term Loans provided by such Incremental Term Loan Lender.

(c) Each Incremental Term Loan Lender (i) confirms that it has received a copy of the Credit Agreement and the other Credit Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Fourth Amendment; (ii) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender or Agent 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 Credit Agreement; (iii) appoints and authorizes the Administrative Agent, Syndication Agent and Collateral Agent to take such action as agent on its behalf and to exercise such powers under the Amended Credit Agreement and the other Credit Documents as are delegated to the Administrative Agent, Syndication Agent and Collateral Agent, as the case may be, by the terms thereof, together with such powers as are reasonably incidental thereto; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Amended Credit Agreement are required to be performed by it as a Lender.

(d) Each Incremental Term Loan Lender party hereto hereby agrees to make its Additional 2018 Incremental Term Loan Commitment on the following terms and conditions:

(i) *Applicable Margin.* The Applicable Margin for each 2018 Incremental Term Loan shall be the same Applicable Margin as applies with respect to the 2018 Replacement Term Loans.

(ii) *Principal Payments.* The Borrowers shall make principal payments on the Additional 2018 Incremental Term Loans in installments, in the amounts and on the dates set forth in Section 2.12 of the Amended Credit Agreement as if the Additional 2018 Incremental Term Loans were 2018 Replacement Term Loans (as increased proportionately to reflect the incurrence of the Additional 2018 Incremental Term Loans) and the last paragraph of Section 2.12 shall apply thereto.

(iii) *Voluntary and Mandatory Prepayments.* The Additional 2018 Incremental Term Loans shall be subject to the same terms and conditions regarding voluntary and mandatory prepayments as set forth in the Amended Credit Agreement for the 2018 Replacement Term Loans.

(e) Each Incremental Term Loan Lender acknowledges and agrees that upon its execution of this Fourth Amendment and the making of Additional 2018 Incremental Term Loans that such Incremental Term Loan Lender shall become, if not already, a "Lender" under, and for all purposes of,

the Amended Credit Agreement and the other Credit Documents, and shall be subject to and bound by the terms thereof, and shall perform all the obligations of and shall have all rights of a Lender thereunder.

(f) All proceeds of the Additional 2018 Incremental Term Loans incurred in accordance with this Fourth Amendment shall be applied by the Borrowers in accordance with Section 2.6(c) of the Credit Agreement.

(g) The parties hereto acknowledge that this Fourth Amendment shall constitute a Joinder Agreement for purposes of Section 2.25(h) of the Credit Agreement.

(h) The parties hereto (including, for the avoidance of doubt, the Required Lenders) acknowledge and agree that none of the Additional 2018 Incremental Term Loans shall be deemed to constitute usage of the Maximum Incremental Facilities Amount (it being understood, for the avoidance of doubt, that any determination of the Consolidated First Lien Net Leverage Ratio after the occurrence of the Fourth Amendment Effective Date shall include the principal amount of any Additional 2018 Incremental Term Loans that remain outstanding at such time).

(i) On and after the Fourth Amendment Effective Date, (i) the 2018 Replacement Term Loans shall constitute "Term Loans" for all purposes under the Amended Credit Agreement; and (ii) each 2018 Replacement Term Lender shall constitute a "Lender" and a "Term Loan Lender" for all purposes under the Amended Credit Agreement.

SECTION 5. *Consent to Qualified Borrower IPO/Reorganization Transactions and Qualified Borrower IPO/Reorganization Amendment.*

(a) Notwithstanding anything to the contrary contained in the Credit Agreement or any other Credit Document to the contrary, the Required Lenders hereby consent to (i) the Qualified Borrower IPO/Reorganization Transactions and (ii) the Qualified Borrower IPO/Reorganization Amendment, which Qualified Borrower IPO/Reorganization Amendment may also contain such other amendments and/or other modifications to the Credit Agreement (to be effective upon or after the consummation of the Qualified Borrower IPO (in each case, with the consent of the Administrative Agent and the U.S. Borrower only)), but solely to the extent that any such other amendments and/or modifications (A) (1) are of an administrative, technical and/or immaterial nature, (2) are necessary to cure any ambiguity, omission, defect or inconsistency in any Credit Document and/or (3) are necessary to consummate and/or effectuate the Qualified Borrower IPO/Reorganization Transactions or appropriate in light of the resulting public company nature of the U.S. Borrower (in each case, as described in this clause (a)(ii)(A)(3), as determined by the Administrative Agent in its reasonable discretion) and (B) do not materially adversely affect any right of any Agent, the Issuing Bank or the Lenders (it being agreed and understood that any such amendment and/or other modification pursuant to this clause (a)(ii) shall not release any material Collateral or release any material Guarantor from the Guaranty (in each case, other than as described in the definition of Qualified Borrower IPO/Reorganization Transactions (as defined in the Amended Credit Agreement)); *provided* that any such Qualified Borrower IPO/Reorganization Amendment shall only become effective so long as the Required Lenders shall not have objected in writing within five Business Days of being posted to the Platform or otherwise delivered to the Required Lenders.

(b) The Required Lenders hereby confirm that in no event shall there be any breach, Default, Event of Default and/or violation of any provision of the Credit Agreement or any other Credit Document solely as a result of any of the Qualified Borrower IPO/Reorganization Transactions.

SECTION 6. Severability. If any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 7. Headings. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Fourth Amendment.

SECTION 8. Entire Agreement. This Fourth Amendment, the Amended Credit Agreement and the other Credit Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

SECTION 9. Ratification and Reaffirmation.

(a) Each Credit Party hereto hereby ratifies and reaffirms (i) the Obligations under the Amended Credit Agreement and each of the other Credit Documents to which it is a party and all of the covenants, duties, guarantees, indemnities, indebtedness and liabilities under the Amended Credit Agreement and the other Credit Documents to which it is a party and (ii) the Liens and security interests created in favor of the Collateral Agent and the Lenders pursuant to each Collateral Document; which Liens and security interests shall continue in full force and effect during the term of the Amended Credit Agreement, and shall continue to secure the Obligations (as defined in the Amended Credit Agreement, which include for the avoidance of doubt each Parallel Liability) and each Credit Party hereto confirms that the secured liabilities (however described in the Collateral Documents) cover the Obligations (which include for the avoidance of doubt each Parallel Liability), in each case, on and subject to the terms and conditions set forth in the Amended Credit Agreement and the other Credit Documents and will have and maintain the ranking required under the Collateral Documents (if any).

(b) The Credit Agreement and each of the other Credit Documents, as specifically amended by this Fourth Amendment, are and, notwithstanding this Fourth Amendment, continue to be in full force and effect and are hereby in all respects ratified and confirmed (as expressly amended hereby to the extent so amended). Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein, notwithstanding this Fourth Amendment, continue as of the Fourth Amendment Effective Date to secure the payment of all Obligations of the Credit Parties, as amended by this Fourth Amendment.

(c) The execution, delivery and effectiveness of this Fourth Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Credit Documents, nor constitute a waiver of any provision of any of the Credit Documents. On and after the Fourth Amendment Effective Date, this Fourth Amendment shall for all purposes constitute a Credit Document.

SECTION 10. Representations and Warranties. The Credit Parties each hereby represent and warrant to the Administrative Agent and the Lenders that:

(a) Each Credit Party party hereto has all requisite corporate (or equivalent) power and authority to enter into this Fourth Amendment. The execution, delivery and performance of this Fourth Amendment have been duly authorized by all necessary action on the part of each Credit Party party hereto. This Fourth Amendment has been duly executed and delivered by each Credit Party party hereto and is the legally valid and binding obligation of such Credit Party, enforceable against such Credit Party

in accordance with its terms, except as may be limited by Debtor Relief Laws, by the principle of good faith and fair dealing, or limiting creditors' rights generally or by equitable principles relating to enforceability.

(b) The execution, delivery and performance of this Fourth Amendment by each Credit Party party hereto do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any Governmental Authority or other third Person, except (i) such as have been obtained and are in full force and effect, (ii) for filings and recordings with respect to the Collateral to be made or otherwise that have been delivered to the Collateral Agent for filing and/or recordation and (iii) those approvals, consents, registrations or other actions or notices, the failure of which to obtain or make could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) The execution, delivery and performance of this Fourth Amendment by each Credit Party party hereto and the consummation of the transactions contemplated hereby do not and will not (i) violate any of the Organizational Documents of such Credit Party; (ii) violate any provision of any Law applicable to or otherwise binding on Holdings, any Borrower or any of the Restricted Subsidiaries, except to the extent such violation, either individually or in the aggregate, could not be reasonably expected to have a Material Adverse Effect or (iii) result in or require the creation or imposition of any Lien upon any of the properties or assets of Holdings, any Borrower or any of the Restricted Subsidiaries (other than any Liens created under any of the Credit Documents in favor of the Collateral Agent, on behalf of the Secured Parties, or Permitted Liens).

(d) As of the Fourth Amendment Effective Date, the information included in each Beneficial Ownership Certification, if applicable, is true and correct in all respects.

(e) All of the representations and warranties contained herein and in Section 4 of the Credit Agreement and in each other Credit Document (in each case, as amended by this Fourth Amendment) are true and correct in all material respects both immediately before and immediately after giving effect to this Fourth Amendment (except for those representations and warranties that are qualified by materiality, which are true and correct in all respects) on and as of the Fourth Amendment Effective Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties are true and correct in all material respects (except for those representations and warranties that are qualified by materiality, which are true and correct in all respects) on and as of such earlier date.

(f) Both immediately before and immediately after giving effect to this Fourth Amendment, no Default or Event of Default has occurred and is continuing.

(g) All of the requirements of Section 2.26 of the Credit Agreement with respect to the 2018 Replacement Term Loans have been, or as of the Fourth Amendment Effective Date will have been, satisfied.

(h) All of the requirements of Sections 2.25(c) of the Credit Agreement with respect to the Additional 2018 Incremental Term Loans have been, or as of the Fourth Amendment Effective Date will have been, satisfied.

SECTION 11. *Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.* The terms of Sections 10.14, 10.15 and 10.16 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

SECTION 12. Counterparts. This Fourth Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Fourth Amendment by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Fourth Amendment.

SECTION 13. Effectiveness. This Fourth Amendment shall become effective on the date on which each of the following conditions shall have been satisfied or waived (the “**Fourth Amendment Effective Date**”):

- (a) the Administrative Agent shall have received from the Borrowers, Holdings, each other Guarantor, the Administrative Agent, the Collateral Agent, each Required Lender party hereto, each 2018 Replacement Term Lender and each Incremental Term Loan Lender, a duly executed counterpart of this Fourth Amendment signed on behalf of such party;
- (b) the Administrative Agent shall have received a certificate of an Authorized Officer of Holdings or the general partner thereof certifying as to compliance with each of clauses (a) through (h) of Section 10 of this Fourth Amendment;
- (c) the Administrative Agent shall have received fully executed (to the extent execution is applicable) copies of confirmatory security documents with respect to the Hong Kong Collateral Documents, in each case, in form and substance reasonably satisfactory to the Collateral Agents;
- (d) the Administrative Agent shall have received a customary written opinion of (i) Jones Day, special U.S. counsel for the Credit Parties, (ii) Maples and Calder, special Cayman Islands counsel for the Credit Parties, (iii) AKD, special Luxembourg counsel for the Credit Parties, (iv) Loyens & Loeff, special Netherlands counsel for the Administrative Agent and (v) White & Case LLP, special Hong Kong counsel for the Administrative Agent, in each case, addressed to the Administrative Agent, the Collateral Agent and the Lenders (including the 2018 Replacement Term Lenders and the Incremental Term Loan Lenders), and dated the Fourth Amendment Effective Date;
- (e) at least three days prior to the Fourth Amendment Effective Date, each Borrower shall have delivered to the Administrative Agent and each applicable Lender (through delivery to the Administrative Agent), if requested by the Administrative Agent and/or such Lender (through the Administrative Agent), a Beneficial Ownership Certification in relation to such Borrower;
- (f) the Administrative Agent shall have received a Funding Notice with respect to the 2018 Replacement Term Loans and the Incremental Term Loans; provided that, notwithstanding anything to the contrary in Section 2.25(c)(iii) or any other provision of any Credit Document, the Borrower Representative shall be allowed to deliver such Funding Notice by 2:00 p.m. (New York City time) at least one Business Day in advance of the proposed Credit Date (or such later date or time as is otherwise agreed by the Administrative Agent);
- (g) the Administrative Agent shall have received a Conversion/Continuation Notice pursuant to Section 2.9 of the Credit Agreement for all outstanding borrowings of 2018 Replacement Term Loans for Interest Periods as selected in such Conversion/Continuation Notice that begins on the Fourth Amendment Effective Date (the “**2018 Replacement Term Loans Notice**”); provided that, notwithstanding anything to the contrary in Section 2.9(c) or any other provision of any Credit Document, the Borrower Representative shall be allowed to deliver such 2018 Replacement Term Loans Notice by 2:00 p.m. (New York City time) at least one Business Day in advance of the proposed conversion date (or

such later date or time as is otherwise agreed by the Administrative Agent); it being agreed that the Borrowers shall be permitted to select an Interest Period ending on December 31, 2018, pursuant to such 2018 Replacement Term Loans Notice; and

(h) all reasonable and documented expenses and other compensation payable to the Refinancing/Incremental Term Loan Lead Arranger and the Administrative Agent (including, for the ratable account of each Existing Term Lender, all accrued and unpaid interest on the Existing Term Loans through (but not including) the Fourth Amendment Effective Date), pursuant to Section 10.2 of the Credit Agreement or otherwise, shall have been paid (or netted from the proceeds of the Additional 2018 Incremental Term Loans to the extent agreed by the parties hereto) to the extent earned, due and owing and otherwise reimbursable pursuant to the terms thereof and, in the case of expenses, invoiced at least two Business Days prior to the Fourth Amendment Effective Date.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

CORSAIR GROUP (CAYMAN), LP,
as Holdings and a Guarantor

By: EagleTree-Carbide (GP), LLC, its general partner

By: /s/ George L. Majoros, Jr.

Name: George L. Majoros, Jr.

Title: Authorized Signatory

CORSAIR GAMING, INC.,
as a Borrower

By: /s/ George L. Majoros, Jr.

Name: George L. Majoros, Jr.

Title: President

CORSAIR ACQUISITION (LUX) S.À R.L.,
as a Borrower

By: /s/ Robert van't Hoeft

Name: Robert van't Hoeft

Title: Class A Manager

By: /s/ Stuart Martin

Name: Stuart Martin

Title: Class B Manager

Corsair Acquisition (Lux) S.à r.l.,
société à responsabilité limitée
Registered Office: 48, boulevard Grande-Duchesse
Charlotte, L-1330 Luxembourg, R.C.S.: B 216.833

CORSAIR HOLDINGS (HONG KONG) LIMITED,
as a Borrower

By: /s/ Nicholas B. Hawkins

Name: Nicholas B. Hawkins

Title: Director

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

CORSAIR GROUP (US), LLC,
as a Guarantor

By: /s/ George L. Majoros, Jr.
Name: George L. Majoros, Jr.
Title: President

CORSAIR HOLDINGS (LUX) S.À R.L.,
as a Guarantor

By: /s/ Joost Mees
Name: Joost Mees
Title: Class A Manager

By: /s/ George L. Majoros, Jr.
Name: George L. Majoros, Jr.
Title: Class B Manager

Corsair Holdings (Lux) S.à r.l.,
société à responsabilité limitée
Registered Office: 48, boulevard Grande-Duchesse
Charlotte, L-1330 Luxembourg, R.C.S.: B 216.685

CORSAIR COMPONENTS, INC.,
as a Guarantor

By: /s/ Nicholas B. Hawkins
Name: Nicholas B. Hawkins
Title: Chief Financial Officer and Secretary

CORSAIR MEMORY, INC.,
as a Guarantor

By: /s/ Nicholas B. Hawkins
Name: Nicholas B. Hawkins
Title: Chief Financial Officer and Secretary

CORSAIR (HONG KONG) LIMITED,
as a Guarantor

By: /s/ Nicholas B. Hawkins
Name: Nicholas B. Hawkins
Title: Director

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

CORSAIR COMPONENTS COÖPERATIEF U.A.,
as a Guarantor

By: /s/ Stuart Martin

Name: Stuart Martin

Title: Authorized Signatory

By: _____

Name:

Title:

CORSAIR MEMORY B.V.,
as a Guarantor

By: /s/ Nicholas B. Hawkins

Name: Nicholas B. Hawkins

Title: Authorized Signatory

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

MACQUARIE CAPITAL FUNDING LLC, as
Administrative Agent

By: /s/ Lisa Grushkin

Name: Lisa Grushkin

Title: Authorized Signatory

By: /s/ Mimi Shih

Name: Mimi Shih

Title: Authorized Signatory

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

MACQUARIE CAPITAL FUNDING LLC,
as an Incremental Term Loan Lender

By: /s/ Lisa Grushkin

Name: Lisa Grushkin

Title: Authorized Signatory

By: /s/ Mimi Shih

Name: Mimi Shih

Title: Authorized Signatory

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

MACQUARIE CAPITAL FUNDING LLC, as a Revolving Lender

By: /s/ Lisa Grushkin

Name: Lisa Grushkin

Title: Authorized Signatory

By: /s/ Mimi Shih

Name: Mimi Shih

Title: Authorized Signatory

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

BNP PARIBAS, as a Revolving Lender

By: /s/ Charles Romano

Name: Charles Romano

Title: Director

For institutions requiring a second signature line:

By: /s/ Yung Wu

Name: Yung Wu

Title: Vice President

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

FIFTH THIRD BANK, as a Revolving Lender

By: /s/ Sam Boufis

Name: Sam Boufis

Title: Vice President/Director

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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NAME OF INSTITUTION

AIB Debt Management Limited,
as a 2018 Converting Term Lender

By: /s/ Eddie Moore

Name: Eddie Moore

Title: Assistant Vice President Investment Advisor to
AIB Debt Management, Limited

For institutions requiring a second signature line:

By: /s/ David Smith

Name: David Smith

Title: Senior Vice President Investment Advisor to
AIB Debt Management, Limited

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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American Beacon Sound Point Floating Rate Income Fund,
a series of American Beacon Funds,
as a 2018 Converting Term Lender
By: Sound Point Capital Management, LP as Sub-Advisor

By: /s/ Xueying Fernandes _____

Name: Xueying Fernandes

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Baloise Senior Secured Loan Fund III,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC as Sub Investment
Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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CBAM 2017-1, LTD.,
as a 2018 Converting Term Lender

By: /s/ Christopher Cutter
Name: Christopher Cutter
Title: Associate

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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CBAM 2017-2, LTD.,
as a 2018 Converting Term Lender

By: /s/ Christopher Cutter
Name: Christopher Cutter
Title: Associate

For institutions requiring a second signature line:

By: _____
Name:
Title:

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CBAM 2017-3, LTD.,
as a 2018 Converting Term Lender

By: /s/ Christopher Cutter
Name: Christopher Cutter
Title: Associate

For institutions requiring a second signature line:

By: _____
Name:
Title:

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CBAM 2017-4, LTD.,
as a 2018 Converting Term Lender

By: /s/ Christopher Cutter
Name: Christopher Cutter
Title: Associate

For institutions requiring a second signature line:

By: _____
Name:
Title:

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CBAM 2018-5, LTD.,
as a 2018 Converting Term Lender

By: /s/ Christopher Cutter
Name: Christopher Cutter
Title: Associate

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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CBAM 2018-6, LTD.,
as a 2018 Converting Term Lender

By: /s/ Christopher Cutter

Name: Christopher Cutter

Title: Associate

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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CBAM 2018-7, Ltd.,
as a 2018 Converting Term Lender

By: /s/ Christopher Cutter
Name: Christopher Cutter
Title: Associate

For institutions requiring a second signature line:

By: _____
Name:
Title:

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CBAM Loan Opportunities Funding LLC,
as a 2018 Converting Term Lender
By: CBAM CLO Management LLC as Portfolio Manager

By: /s/ Christopher Cutter

Name: Christopher Cutter

Title: Associate

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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NAME OF INSTITUTION

Citizens Bank, NA.,
as a 2018 Converting Term Lender

By: /s/ Madeline Villanueva _____

Name: Madeline Villanueva

Title: AVP

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Commonwealth of Pennsylvania, Treasury Department,
as a 2018 Converting Term Lender
BY: Sound Point Capital Management, LP as
Investment Advisor

By: /s/ Xueying Fernandes _____

Name: Xueying Fernandes

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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Crestline Denali CLO XIV, LTD.,
as a 2018 Converting Term Lender
By: Crestline Denali Capital, L.P., collateral manager for
Crestline Denali CLO XIV, LTD.

By: /s/ Kelli Marti _____

Name: Kelli Marti

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Crestline Denali CLO XV, Ltd.,
as a 2018 Converting Term Lender
By: Crestline Denali Capital, L.P., collateral manager for
Crestline Denali CLO XV, Ltd.

By: /s/ Kelli Marti _____
Name: Kelli Marti
Title: Managing Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Crestline Denali CLO XVI, LTD.,
as a 2018 Converting Term Lender
By: Crestline Denali Capital, L.P., collateral manager

By: /s/ Kelli Marti
Name: Kelli Marti
Title: Managing Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Crestline Denali CLO XVII, LTD.,
as a 2018 Converting Term Lender
By: Crestline Denali Capital, L.P., collateral manager

By: /s/ Kelli Marti
Name: Kelli Marti
Title: Managing Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Crown Point CLO 4 Ltd.,
as a 2018 Converting Term Lender
by Pretium Credit Management LLC as Collateral
Manager

By: /s/ John D'Angelo

Name: John D'Angelo

Title: Sr. Portfolio Manager

For institutions requiring a second signature line:

By: _____

Name:

Title:

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Crown Point CLO III, Ltd.,
as a 2018 Converting Term Lender
by Pretium Partner LLC, as its Collateral Manager

By: /s/ John D'Angelo
Name: John D'Angelo
Title: Sr. Portfolio Manager

For institutions requiring a second signature line:

By: _____
Name:
Title:

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CSAA Insurance Exchange,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC, as sub-advisor

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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DENALI CAPITAL CLO X, LTD.,
as a 2018 Converting Term Lender
By: Crestline Denali Capital, L.P., portfolio manager
(or as applicable collateral manager) for
DENALI CAPITAL CLO X, LTD.

By: /s/ Kelli Marti
Name: Kelli Marti
Title: Managing Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

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DENALI CAPITAL CLO XI, LTD.,
as a 2018 Converting Term Lender
BY: Crestline Denali Capital, L.P., collateral manager for
DENALI CAPITAL CLO XI, LTD.

By: /s/ Kelli Marti _____

Name: Kelli Marti

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

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Denali Capital CLO XII, Ltd.,
as a 2018 Converting Term Lender
BY: Crestline Denali Capital, L.P., collateral manager for
DENALI CAPITAL CLO XII, LTD.

By: /s/ Kelli Marti _____

Name: Kelli Marti

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

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Deutsche Bank (Cayman) Limited
(solely in its capacity as trustee of The Canary
Star Trust and its Sub-Trusts), as Trustee
By: DB USA Core Corporation.

as a 2018 Converting Term Lender

By: /s/ Howard Lee
Name: Howard Lee
Title: Assistant Vice President

For institutions requiring a second signature line:

By: /s/ Andrew MacDonald
Name: Andrew MacDonald
Title: Assistant Vice President

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Great-West Life Growth and Income Fund 6.05M,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

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Great-West Life Income Fund 6.06M,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

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HONEYWELL COMMON INVESTMENT FUND

as a 2018 Converting Term Lender

By: /s/ John Mikros

Name: John Mikros

Title: Portfolio Manager, Fixed Income Honeywell
Capital Mgmt. LLC

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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HCM DEFENSIVE HIGH YIELD ACCOUNT

as a 2018 Converting Term Lender

By: /s/ John Mikros

Name: John Mikros

Title: Portfolio Manager, Fixed Income Honeywell
Capital Mgmt. LLC

For institutions requiring a second signature line:

By: _____

Name:

Title:

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HCM HIGH ALPHA

as a 2018 Converting Term Lender

By: /s/ John Mikros

Name: John Mikros

Title: Portfolio Manager, Fixed Income Honeywell
Capital Mgmt. LLC

For institutions requiring a second signature line:

By: _____

Name:

Title:

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HCM OPPORTUNITIES FIXED ACCOUNT

as a 2018 Converting Term Lender

By: /s/ John Mikros _____

Name: John Mikros

Title: Portfolio Manager, Fixed Income Honeywell
Capital Mgmt. LLC

For institutions requiring a second signature line:

By: _____

Name:

Title:

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IA Clarington Investments Inc., as trustee of IA
Clarington Core Plus Bond Fund,
as a 2018 Converting Term Lender

By: /s/ Jeff Sujitno

Name: Jeff Sujitno

Title: Senior Vice-President, Investments

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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IA Clarington Investments Inc., as trustee of IA
Clarington Floating Rate Income Fund,
as a 2018 Converting Term Lender

By: /s/ Jeff Sujitno

Name: Jeff Sujitno

Title: Senior Vice-President, Investments

For institutions requiring a second signature line:

By: _____

Name:

Title:

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IA Clarington Investments Inc., as trustee of IA
Clarington U.S. Dollar Floating Rate Income Fund,
as a 2018 Converting Term Lender

By: /s/ Jeff Sujitno

Name: Jeff Sujitno

Title: Senior Vice-President, Investments

For institutions requiring a second signature line:

By: _____

Name:

Title:

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IG Mackenzie Floating Rate Income Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

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IG Mackenzie Ivy Canadian Balanced Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

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IG Mackenzie Strategic Income Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

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Investors Canadian Corporate Bond Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

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Investors Dividend Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

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Investors Mortgage and Short Term Income Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

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Investors Mutual of Canada,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

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Kaiser Foundation Hospitals,
as a 2018 Converting Term Lender
By: Sound Point Capital Management, LP as Manager

By: /s/ Xueying Fernandes

Name: Xueying Fernandes

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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Kaiser Permanente Group Trust,
as a 2018 Converting Term Lender
By: Sound Point Capital Management, LP as Manager

By: /s/ Xueying Fernandes

Name: Xueying Fernandes

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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KCAP F3C Senior Funding, LLC,
as a 2018 Converting Term Lender

By: /s/ Daniel Gilligan

Name: Daniel Gilligan

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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KCAP Funding I, LLC,
as a 2018 Converting Term Lender

By: /s/ Daniel Gilligan

Name: Daniel Gilligan

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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LCM 26 Ltd.,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC

By: /s/ Sophie Venon A.

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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LCM 27 Ltd.,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
as Warehouse Collateral Manager

By: /s/ Sophie Venon A. _____

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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LCM XIII Limited Partnership,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
As Collateral Manager

By: /s/ Sophie Venon A.

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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LCM XIV Limited Partnership,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
As Collateral Manager

By: /s/ Sophie Venon A. _____

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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LCM XIX Limited Partnership,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
As Collateral Manager

By: /s/ Sophie Venon A.

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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LCM XV Limited Partnership,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
As Collateral Manager

By: /s/ Sophie Venon A. _____

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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LCM XVI Limited Partnership,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
As Collateral Manager

By: /s/ Sophie Venon A.

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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LCM XVII Limited Partnership,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
As Collateral Manager

By: /s/ Sophie Venon A.

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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LCM XVIII Limited Partnership,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
As Collateral Manager

By: /s/ Sophie Venon A. _____

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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LCM XX Limited Partnership,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
As Collateral Manager

By: /s/ Sophie Venon A. _____

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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LCM XXI Limited Partnership,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
As Collateral Manager

By: /s/ Sophie Venon A.

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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LCM XXII Ltd.,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
As Collateral Manager

By: /s/ Sophie Venon A. _____

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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LCM XXIII Ltd.,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
As Collateral Manager

By: /s/ Sophie Venon A. _____

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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LCM XXIV Ltd.,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
As Collateral Manager

By: /s/ Sophie Venon A. _____

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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LCM XXV Ltd.,
as a 2018 Converting Term Lender
By: LCM Asset Management LLC
As Collateral Manager

By: /s/ Sophie Venon A. _____

Name: Sophie Venon A.

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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London Life Growth and Income Fund 2.27MF,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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London Life Income Fund 2.26MF,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Mackenzie Canadian Balanced Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Mackenzie Canadian Growth Balanced Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Mackenzie Canadian Short Term Income Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Mackenzie Core Plus Canadian Fixed Income ETF,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Mackenzie Core Plus Global Fixed Income ETF,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Mackenzie Cundill Canadian Balanced Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

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Mackenzie Diversified Alternatives Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

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Mackenzie Floating Rate Income ETF,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

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Mackenzie Floating Rate Income Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

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Mackenzie Global Strategic Income Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

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Mackenzie Income Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

SIGNATURE PAGE FOR 2018 CONVERTING TERM LENDERS
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Mackenzie Investment Grade Floating Rate Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Mackenzie Ivy Canadian Balanced Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Mackenzie Ivy Global Balanced Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Mackenzie Strategic Bond Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Mackenzie Strategic Income Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Mackenzie Unconstrained Bond ETF,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Mackenzie Unconstrained Fixed Income Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

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Mackenzie USD Global Strategic Income Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel
Name: Movin Mokbel
Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong
Name: Felix Wong
Title: VP Investments

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Mackenzie USD Ultra Short Duration Income Fund,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

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NAME OF INSTITUTION

MACQUARIE CAPITAL FUNDING LLC,
as a 2018 Converting Term Lender

By: /s/ Andrew Stock

Name: Andrew Stock

Title: Authorized Signatory

For institutions requiring a second signature line:

By: /s/ Melissa Toomey

Name: Melissa Toomey

Title: Authorized Signatory

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Man GLG US CLO 2018-1 Ltd.,
as a 2018 Converting Term Lender
By: SILVERMINE CAPITAL MANAGEMENT, LLC
Its Collateral Manager

By: /s/ Richard Kurth _____

Name: Richard Kurth

Title: Principal

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Man GLG US CLO 2018-2 Ltd.,
as a 2018 Converting Term Lender
BY: Silvermine Capital Management LLC
As Collateral Manager

By: /s/ Richard Kurth _____

Name: Richard Kurth

Title: Principal

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Man GLG US CLO 2018-3 Ltd.,
as a 2018 Converting Term Lender
By: Silvermine Capital Management, LLC
Collateral Manager

By: /s/ Richard Kurth _____

Name: Richard Kurth

Title: Principal

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Manulife Sentinel Income (33) Fund UT,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Monroe Capital CLO 2014-1, Ltd.

By: Monroe Capital Management LLC, as
Collateral Manager and Attorney-in Fact, as a 2018
Converting Term Lender

By: /s/ Jeremy VanDerMeid
Name: Jeremy VanDerMeid
Title: Managing Director

Monroe Capital BSL CLO 2015-1, Ltd.

By: Monroe Capital Management LLC, as
Collateral Manager and Attorney-in Fact, as a 2018
Converting Term Lender

By: /s/ Jeremy VanDerMeid
Name: Jeremy VanDerMeid
Title: Managing Director

Monroe Capital MML CLO 2016-1, Ltd.

By: Monroe Capital Management LLC, as
Collateral Manager and Attorney-in Fact, as a 2018
Converting Term Lender

By: /s/ Jeremy VanDerMeid
Name: Jeremy VanDerMeid
Title: Managing Director

Monroe Capital MML CLO 2017-1, Ltd.

By: Monroe Capital Management LLC, as
Collateral Manager and Attorney-in Fact, as a 2018
Converting Term Lender

By: /s/ Jeremy VanDerMeid
Name: Jeremy VanDerMeid
Title: Managing Director

Monroe Capital MML CLO VI, Ltd.

By: Monroe Capital Management LLC, as
Asset Manager and Attorney-in Fact, as a 2018
Converting Term Lender

By: /s/ Jeremy VanDerMeid
Name: Jeremy VanDerMeid
Title: Managing Director

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Nassau 2017-I Ltd.,
as a 2018 Converting Term Lender

By: /s/ Edward Vietor
Name: Edward Vietor
Title: Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Nassau 2017-II Ltd.,
as a 2018 Converting Term Lender

By: /s/ Edward Vietor
Name: Edward Vietor
Title: Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Nassau 2018-I Ltd.,
as a 2018 Converting Term Lender

By: /s/ Edward Vietor
Name: Edward Vietor
Title: Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners 18-R, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC
as Collateral Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Octagon Investment Partners 24, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC
as Collateral Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Octagon Investment Partners 25, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC as Collateral
Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Octagon Investment Partners 26, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC as Portfolio
Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners 27, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC as Collateral
Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

SIGNATURE PAGE FOR 2018 CONVERTING TERM LENDERS
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Octagon Investment Partners 28, Ltd.,
as a 2018 Converting Term Lender

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners 29, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC as Investment
Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners 30, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC
as Collateral Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners 31, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC
as Collateral Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners 32, LTD.,
as a 2018 Converting Term Lender

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners 33, LTD.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC
as Collateral Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners 35, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC
as Asset Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners 36, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC
as Collateral Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners 37, Ltd.,
as a 2018 Converting Term Lender

By: /s/ Kimberly Wong Lem

Name: Kimberly Wong Lem

Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____

Name:

Title:

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Octagon Investment Partners XIV, Ltd.,
as a 2018 Converting Term Lender
BY: Octagon Credit Investors, LLC
as Collateral Manager

By: /s/ Kimberly Wong Lem

Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners XIX, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC
as collateral manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners XV, Ltd.,
as a 2018 Converting Term Lender
BY: Octagon Credit Investors, LLC
as Collateral Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners XVII, Ltd.,
as a 2018 Converting Term Lender
BY: Octagon Credit Investors, LLC
as Collateral Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Octagon Investment Partners XX, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC
as Portfolio Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Octagon Investment Partners XXI, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC
as Portfolio Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners XXII, Ltd,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC
as Collateral Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Investment Partners XXIII, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC
as Collateral Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Loan Funding, Ltd.,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC
as Collateral Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Octagon Paul Credit Fund Series I, Ltd.,
as a 2018 Converting Term Lender
BY: Octagon Credit Investors, LLC
as Portfolio Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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NAME OF INSTITUTION

OFS Capital Management LLC,
as a 2018 Converting Term Lender

OFSI Fund VII, Ltd.

By: OFS Capital Management, LLC

Its: Collateral Manager

By: /s/ Dale R. Burrow

Name: Dale R. Burrow

Title: Director

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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NAME OF INSTITUTION

OFS CLO Management, LLC,
as a 2018 Converting Term Lender

OFSI BSL VIII, Ltd.

By: OFS CLO Management, LLC

Its: Management and Originator Series, as Collateral
Manager

By: /s/ Dale R. Burrow

Name: Dale R. Burrow

Title: Director

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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NAME OF INSTITUTION

OFS CLO Management, LLC,
as a 2018 Converting Term Lender

OFSI BSL IX, Ltd.

By: OFS CLO Management, LLC

Its: Management and Originator Series, as Collateral
Manager

By: /s/ Dale R. Burrow

Name: Dale R. Burrow

Title: Director

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Privilege Underwriters Reciprocal Exchange,
as a 2018 Converting Term Lender
By: Sound Point Capital Management, LP as Manager

By: /s/ Xueying Fernandes

Name: Xueying Fernandes
Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

SIGNATURE PAGE FOR 2018 CONVERTING TERM LENDERS
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PURE Insurance Company,
as a 2018 Converting Term Lender
By: Sound Point Capital Management, LP as Manager

By: /s/ Xueying Fernandes

Name: Xueying Fernandes
Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Saratoga Investment Corp. CLO 2013-1, Ltd.,
as a 2018 Converting Term Lender

By: /s/ Pavel Antonov

Name: Pavel Antonov

Title: Attorney In Fact

For institutions requiring a second signature line:

By: _____

Name:

Title:

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BEAN CREEK CLO, LTD

_____ ,
as a 2018 Converting Term Lender

By: /s/ Bryan Higgins

Name: Bryan Higgins

Title: Manager

For institutions requiring a second signature line:

By: _____

Name:

Title:

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CLEAR CREEK CLO, LTD

_____ ,
as a 2018 Converting Term Lender

By: /s/ Bryan Higgins

Name: Bryan Higgins

Title: Manager

For institutions requiring a second signature line:

By: _____

Name:

Title:

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DEER CREEK CLO, LTD

_____ ,
as a 2018 Converting Term Lender

By: /s/ Bryan Higgins

Name: Bryan Higgins

Title: Manager

For institutions requiring a second signature line:

By: _____

Name:

Title:

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MILL CREEK CLO II, LTD

_____ ,
as a 2018 Converting Term Lender

By: /s/ Bryan Higgins

Name: Bryan Higgins

Title: Manager

For institutions requiring a second signature line:

By: _____

Name:

Title:

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SILVER CREEK CLO, LTD

_____ ,
as a 2018 Converting Term Lender

By: /s/ Bryan Higgins

Name: Bryan Higgins

Title: Manager

For institutions requiring a second signature line:

By: _____

Name:

Title:

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Silver Spring CLO Ltd.,
as a 2018 Converting Term Lender

By: /s/ Richard Kurth
Name: Richard Kurth
Title: Principal

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Silvermore CLO, LTD.,
as a 2018 Converting Term Lender

By: /s/ Richard Kurth
Name: Richard Kurth
Title: Principal

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Sound Point CLO VI, Ltd.,
as a 2018 Converting Term Lender
BY: Sound Point Capital Management, LP as Collateral
Manager

By: /s/ Xueying Fernandes
Name: Xueying Fernandes
Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Sound Point CLO XII, Ltd.,
as a 2018 Converting Term Lender
By: Sound Point Capital Management, LP as Collateral
Manager

By: /s/ Xueying Fernandes _____

Name: Xueying Fernandes

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

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Sound Point CLO XIV, Ltd.,
as a 2018 Converting Term Lender
By: Sound Point Capital Management, LP as Collateral
Manager

By: /s/ Xueying Fernandes
Name: Xueying Fernandes
Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Sound Point CLO XIX, Ltd.,
as a 2018 Converting Term Lender
By: Sound Point Capital Management, LP as Collateral
Manager

By: /s/ Xueying Fernandes
Name: Xueying Fernandes
Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Sound Point CLO XVII, Ltd.,
as a 2018 Converting Term Lender
By: Sound Point Capital Management, LP as Collateral
Manager

By: /s/ Xueying Fernandes
Name: Xueying Fernandes
Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Sound Point CLO XVIII, Ltd.,
as a 2018 Converting Term Lender
By: Sound Point Capital Management, LP as Collateral
Manager

By: /s/ Xueying Fernandes
Name: Xueying Fernandes
Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Sound Point Senior Floating Rate Master Fund, L.P.,
as a 2018 Converting Term Lender
BY: Sound Point Capital Management, LP as
Investment Advisor

By: /s/ Xueying Fernandes _____

Name: Xueying Fernandes

Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Star Insurance Company,
as a 2018 Converting Term Lender
By: Octagon Credit Investors, LLC as Investment
Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

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Symmetry Canadian Bond Fund - 3864SLF,
as a 2018 Converting Term Lender

By: /s/ Movin Mokbel

Name: Movin Mokbel

Title: VP Investments

For institutions requiring a second signature line:

By: /s/ Felix Wong

Name: Felix Wong

Title: VP Investments

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Teamsters Pension Trust Fund of Philadelphia &
Vicinity,
as a 2018 Converting Term Lender
BY: Sound Point Capital Management, LP as
Investment Advisor

By: /s/ Xueying Fernandes
Name: Xueying Fernandes
Title: Authorized Signatory

For institutions requiring a second signature line:

By: _____
Name:
Title:

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NAME OF INSTITUTIONS

Audax Senior Loan IDF Fund-E SPV, LLC,
as a 2018 Converting Term Lender

By: /s/ Michael P. McGonigle

Name: Michael P. McGonigle
Title: Authorized Signatory

Audax Senior Debt (AZ) SPV, LLC, By: Audax
Management Company (NY), LLC, its manager,
as a 2018 Converting Term Lender

By: /s/ Michael P. McGonigle

Name: Michael P. McGonigle
Title: Authorized Signatory

Audax Credit BDC Inc. By Audax Management
Company (NY), LLC, its adviser,
as a 2018 Converting Term Lender

By: /s/ Michael P. McGonigle

Name: Michael P. McGonigle
Title: Authorized Signatory

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

Audax Credit Opportunities (SBA), LLC,
as a 2018 Converting Term Lender

By: /s/ Michael P. McGonigle

Name: Michael P. McGonigle
Title: Authorized Signatory

Audax Credit Opportunities Offshore Ltd.,
as a 2018 Converting Term Lender

By: /s/ Michael P. McGonigle

Name: Michael P. McGonigle
Title: Authorized Signatory

Audax Senior Loan Fund III SPV, LLC,
as a 2018 Converting Term Lender

By: /s/ Michael P. McGonigle

Name: Michael P. McGonigle
Title: Authorized Signatory

Audax Senior Loan Insurance Fund SPV, LLC, By:
Audax Management Company (NY), LLC, its
manager,
as a 2018 Converting Term Lender

By: /s/ Michael P. McGonigle

Name: Michael P. McGonigle
Title: Authorized Signatory

Thorney Island Limited Partnership, BY AUDAX
MANAGEMENT COMPANY (NY), LLC, ITS
INVESTMENT ADVISER,
as a 2018 Converting Term Lender

By: /s/ Michael P. McGonigle

Name: Michael P. McGonigle
Title: Authorized Signatory

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

CMFG Life Insurance Company, By: Audax
Management Company (NY), LLC, its
subadviser,
as a 2018 Converting Term Lender

By: /s/ Michael P. McGonigle
Name: Michael P. McGonigle
Title: Authorized Signatory

KOCAA/Audax Private Debt Fund, LP, By Audax
Management Company (NY), LLC, its
INVESTMENT MANAGER,
as a 2018 Converting Term Lender

By: /s/ Michael P. McGonigle
Name: Michael P. McGonigle
Title: Authorized Signatory

Audax Senior Debt (MP), LLC,
as a 2018 Converting Term Lender

By: /s/ Michael P. McGonigle
Name: Michael P. McGonigle
Title: Authorized Signatory

Middle Market LLC, By: Audax Management
Company (NY), LLC, its manager,
as a 2018 Converting Term Lender

By: /s/ Michael P. McGonigle
Name: Michael P. McGonigle
Title: Authorized Signatory

Audax Senior Debt (WCTPT) SPV, LLC,
as a 2018 Converting Term Lender

By: /s/ Michael P. McGonigle
Name: Michael P. McGonigle
Title: Authorized Signatory

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NAME OF INSTITUTION

TIAA CHURCHILL MIDDLE MARKET CLO I
LTD., as a 2018 Converting Term Lender

By: Churchill Asset Management LLC

By: /s/ George Kurteson

Name: George Kurteson

Title: Sr. Managing Director

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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NAME OF INSTITUTION

TIAA CHURCHILL MIDDLE MARKET CLO II
LTD., as a 2018 Converting Term Lender

By: Churchill Asset Management LLC

By: /s/ George Kurteson

Name: George Kurteson

Title: Sr. Managing Director

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

SIGNATURE PAGE FOR 2018 CONVERTING TERM LENDERS
(TO BE USED FOR ANY EXISTING TERM LENDER THAT REQUESTS TO CASHLESSLY ROLL
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NAME OF INSTITUTION

CHURCHILL MIDDLE MARKET CLO IV LTD.,
as a 2018 Converting Term Lender

By: Churchill Asset Management LLC

By: /s/ George Kurteson

Name: George Kurteson

Title: Sr. Managing Director

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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NAME OF INSTITUTION

CHURCHILL MIDDLE MARKET CLO V LTD., as
a 2018 Converting Term Lender

By: Churchill Asset Management LLC

By: /s/ George Kurteson

Name: George Kurteson

Title: Sr. Managing Director

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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US Bank N.A., solely as trustee of the DOLL Trust (for Qualified Institutional Investors only), (and not in its individual capacity),
as a 2018 Converting Term Lender
BY: Octagon Credit Investors, LLC
as Portfolio Manager

By: /s/ Kimberly Wong Lem
Name: Kimberly Wong Lem
Title: Vice President, Portfolio Administration

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Venture 33 CLO, Limited,
as a 2018 Converting Term Lender
By: its investment advisor
MJX Asset Management LLC

By: /s/ John Calaba
Name: John Calaba
Title: Managing Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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VENTURE XIX CLO, Limited,
as a 2018 Converting Term Lender
By: its investment advisor
MJX Asset Management LLC

By: /s/ John Calaba

Name: John Calaba

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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VENTURE XV CLO, Limited,
as a 2018 Converting Term Lender
By: its investment advisor
MJX Asset Management LLC

By: /s/ John Calaba

Name: John Calaba

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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VENTURE XVI CLO, Limited,
as a 2018 Converting Term Lender
By: its investment advisor
MJX Venture Management II LLC

By: /s/ John Calaba

Name: John Calaba

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Venture XVII CLO Limited,
as a 2018 Converting Term Lender
BY: its investment advisor, MJX Asset Management,
LLC

By: /s/ John Calaba

Name: John Calaba

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Venture XVIII CLO, Limited,
as a 2018 Converting Term Lender
By: its investment advisor
MJX Venture Management II LLC

By: /s/ John Calaba

Name: John Calaba

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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VENTURE XX CLO, Limited,
as a 2018 Converting Term Lender
By: its investment advisor
MJX Venture Management LLC

By: /s/ John Calaba

Name: John Calaba

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Venture XXI CLO, Limited,
as a 2018 Converting Term Lender
By: its investment advisor
MJX Venture Management LLC

By: /s/ John Calaba

Name: John Calaba

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Vibrant CLO III, Ltd.,
as a 2018 Converting Term Lender
BY: DFG Investment Advisers, Inc.

By: /s/ Roberta Goss

Name: Roberta Goss

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Vibrant CLO IV, Ltd.,
as a 2018 Converting Term Lender
By: DFG Investment Advisers, Inc., as Collateral
Manager

By: /s/ Roberta Goss _____

Name: Roberta Goss

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Vibrant CLO IX, Ltd.,
as a 2018 Converting Term Lender
By: Vibrant Credit Partners LLC, as Portfolio Manager

By: /s/ Roberta Goss

Name: Roberta Goss

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Vibrant CLO V, Ltd.,
as a 2018 Converting Term Lender
By: DFG Investment Advisers, Inc., as Collateral Manager

By: /s/ Roberta Goss
Name: Roberta Goss
Title: Managing Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Vibrant CLO VI, Ltd.,
as a 2018 Converting Term Lender
By: DFG Investment Advisers, Inc., as Collateral Manager

By: /s/ Roberta Goss
Name: Roberta Goss
Title: Managing Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Vibrant CLO VII, Ltd.,
as a 2018 Converting Term Lender
By: DFG Investment Advisers, Inc., as Collateral Manager

By: /s/ Roberta Goss
Name: Roberta Goss
Title: Managing Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Vibrant CLO VIII, Ltd.,
as a 2018 Converting Term Lender
By: DFG Investment Advisers, Inc.,
as Collateral Manager

By: /s/ Roberta Goss _____

Name: Roberta Goss

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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Vista US Subsidiary 1 Fund, LLC,
as a 2018 Converting Term Lender
By: its investment advisor
MJX Asset Management LLC

By: /s/ John Calaba

Name: John Calaba

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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ZAIS CLO 2, Limited,
as a 2018 Converting Term Lender
ZAIS CLO 2, Limited

By: /s/ Vincent Ingato

Name: Vincent Ingato

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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ZAIS CLO 3, Limited,
as a 2018 Converting Term Lender
ZAIS CLO 3, Limited

By: /s/ Vincent Ingato

Name: Vincent Ingato

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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ZAIS CLO 5, Limited,
as a 2018 Converting Term Lender
By Zais Leveraged Loan Master Manager, LLC its
collateral manager
By: Zais Group, LLC, its sole member

By: /s/ Vincent Ingato
Name: Vincent Ingato
Title: Managing Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

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ZAIS CLO 6, Limited,
as a 2018 Converting Term Lender
By Zais Leveraged Loan Master Manager, LLC its
collateral manager
By: Zais Group, LLC, its sole member

By: /s/ Vincent Ingato
Name: Vincent Ingato
Title: Managing Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

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ZAIS CLO 7, Limited,
as a 2018 Converting Term Lender

By: /s/ Vincent Ingato

Name: Vincent Ingato

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

SIGNATURE PAGE FOR 2018 CONVERTING TERM LENDERS
(TO BE USED FOR ANY EXISTING TERM LENDER THAT REQUESTS TO CASHLESSLY ROLL
100% OF ITS EXISTING TERM LOAN)

BY ITS EXECUTION OF THIS SIGNATURE PAGE, THE UNDERSIGNED HEREBY (I) AGREES TO THE TERMS OF THE FOURTH AMENDMENT AND THE AMENDED CREDIT AGREEMENT, (II) REQUESTS TO CONVERT THE FULL PRINCIPAL AMOUNT OF ITS EXISTING TERM LOANS INTO CONVERTED 2018 REPLACEMENT TERM LOANS PURSUANT TO, AND ON THE TERMS AND CONDITIONS SET FORTH IN, THE FOURTH AMENDMENT AND (III) ACKNOWLEDGES AND AGREES THAT ITS 2018 REPLACEMENT TERM LOAN CONVERSION AMOUNT MAY BE LESS THAN THE FULL PRINCIPAL AMOUNT OF ITS EXISTING TERM LOANS WHICH IT REQUESTS TO CONVERT HEREUNDER.

ZAIS CLO 8, Limited,
as a 2018 Converting Term Lender
By Zais Leveraged Loan Master Manager, LLC its
collateral manager
By: Zais Group, LLC, its sole member

By: /s/ Vincent Ingato
Name: Vincent Ingato
Title: Managing Director

For institutions requiring a second signature line:

By: _____
Name:
Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

SIGNATURE PAGE FOR 2018 CONVERTING TERM LENDERS
(TO BE USED FOR ANY EXISTING TERM LENDER THAT REQUESTS TO CASHLESSLY ROLL
100% OF ITS EXISTING TERM LOAN).

BY ITS EXECUTION OF THIS SIGNATURE PAGE, THE UNDERSIGNED HEREBY (I) AGREES TO THE TERMS OF THE FOURTH AMENDMENT AND THE AMENDED CREDIT AGREEMENT, (II) REQUESTS TO CONVERT THE FULL PRINCIPAL AMOUNT OF ITS EXISTING TERM LOANS INTO CONVERTED 2018 REPLACEMENT TERM LOANS PURSUANT TO, AND ON THE TERMS AND CONDITIONS SET FORTH IN, THE FOURTH AMENDMENT AND (III) ACKNOWLEDGES AND AGREES THAT ITS 2018 REPLACEMENT TERM LOAN CONVERSION AMOUNT MAY BE LESS THAN THE FULL PRINCIPAL AMOUNT OF ITS EXISTING TERM LOANS WHICH IT REQUESTS TO CONVERT HEREUNDER.

ZAIS CLO 9, Limited,
as a 2018 Converting Term Lender
By Zais Leveraged Loan Master Manager, LLC its
collateral manager
By: Zais Group, LLC, its sole member

By: /s/ Vincent Ingato

Name: Vincent Ingato

Title: Managing Director

For institutions requiring a second signature line:

By: _____

Name:

Title:

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

SIGNATURE PAGE FOR NEW 2018 REPLACEMENT TERM LENDERS
(TO BE USED FOR ANY PERSON THAT IS NOT A 2018 CONVERTING TERM LENDER
OR A NON-CONVERTING TERM LENDER).

BY ITS EXECUTION OF THIS SIGNATURE PAGE, THE UNDERSIGNED HEREBY AGREES (I) TO THE TERMS OF THE FOURTH AMENDMENT AND THE AMENDED CREDIT AGREEMENT AND (II) TO MAKE A NEW TERM LOAN UNDER THE AMENDED CREDIT AGREEMENT TO THE BORROWERS ON THE FOURTH AMENDMENT EFFECTIVE DATE IN DOLLARS IN A PRINCIPAL AMOUNT EQUAL TO THE UNDERSIGNED'S 2018 REPLACEMENT TERM LOAN COMMITMENT.

MACQUARIE CAPITAL FUNDING LLC

By: /s/ Lisa Grushkin

Name: Lisa Grushkin

Title: Authorized Signatory

By: /s/ Mimi Shih

Name: Mimi Shih

Title: Authorized Signatory

[Signature page to Amendment No. 4 to First Lien Credit and Guaranty Agreement]

SCHEDULE I

<u>New 2018 Replacement Term Lender</u>	<u>Amount of 2018 Replacement Term Loan Commitments</u>
MACQUARIE CAPITAL FUNDING LLC	\$ 48,584,940.36
TOTAL	\$ 48,584,940.36

SCHEDULE II

Additional 2018 Incremental Term Loan Commitments

<u>Incremental Term Loan Lender</u>	<u>Incremental Term Loan Commitment</u>	<u>Pro Rata Share</u>
MACQUARIE CAPITAL FUNDING LLC	\$ 30,000,000	100.0%
Total	\$ 30,000,000	100.0%

SCHEDULE III

Pre-Qualified Borrower IPO

Organization and Capital Structure

[See attached]

SCHEDULE IV

Post-Qualified Borrower IPO

Organization and Capital Structure

[See attached]

AMENDMENT NO. 5 TO FIRST LIEN CREDIT AND GUARANTY AGREEMENT

THIS AMENDMENT NO. 5 TO FIRST LIEN CREDIT AND GUARANTY AGREEMENT, dated as of December 19, 2019 (this “**Fifth Amendment**”), by and among CORSAIR GROUP (CAYMAN), LP, a Cayman Islands exempted limited partnership (“**Holdings**”), CORSAIR GAMING, INC., a Delaware corporation (the “**U.S. Borrower**”), CORSAIR ACQUISITION (LUX) S.À R.L., a Luxembourg private limited liability company (*société à responsabilité limitée*) with registered office at 48, Boulevard Grande-Duchesse Charlotte, L - 1330 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Commerce and Companies register under number B216.833 (the “**Lux Borrower**”), CORSAIR HOLDINGS (HONG KONG) LIMITED, a Hong Kong limited liability company (the “**HK Borrower**” and, together with the U.S. Borrower and the Lux Borrower, collectively, the “**Borrowers**”), CORSAIR GROUP (US), LLC, a Delaware limited liability company (“**LLC Subsidiary**”), CERTAIN SUBSIDIARIES OF HOLDINGS PARTY HERETO, as Guarantors, THE LENDERS PARTY HERETO (including the 2019 Incremental Term Loan Lenders, as defined below) and MACQUARIE CAPITAL FUNDING LLC, as administrative agent (in such capacity, together with its permitted successors and assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, reference is hereby made to the First Lien Credit and Guaranty Agreement, dated as of August 28, 2017 (as amended by that certain Amendment No. 1 to the First Lien Credit and Guaranty Agreement, dated as of October 3, 2017, Amendment No. 2 to the First Lien Credit and Guaranty Agreement, dated as of March 29, 2018, Amendment No. 3 to the First Lien Credit and Guaranty Agreement, dated as of April 27, 2018, Amendment No. 4 to the First Lien Credit and Guaranty Agreement, dated as of October 11, 2018, and as further amended, restated, supplemented and/or otherwise modified prior to the date hereof, the “**Credit Agreement**”), by and among Holdings, the Borrowers, LLC Subsidiary, certain Subsidiaries of Holdings party thereto, as Guarantors, the Lenders party thereto from time to time, the Administrative Agent and the Collateral Agent;

WHEREAS, on the date hereof (but prior to giving effect to this Fifth Amendment), there are outstanding Term Loans under the Credit Agreement in an aggregate principal amount of \$353,525,000 (the “**Existing Term Loans**”);

WHEREAS, (a) the U.S. Borrower intends to (i) acquire, indirectly through Sonic Merger Company, a newly formed wholly owned subsidiary of the U.S. Borrower, all of the outstanding equity interests of SCUF Holdings, Inc. (together with its subsidiaries, “**Target**”; and such acquisition, the “**Acquisition**”), (ii) repay the Revolving Loans outstanding under the Credit Agreement immediately prior to the Fifth Amendment Effective Date in an amount equal to the lesser of (x) the aggregate principal amount of Revolving Loans outstanding immediately prior to the Fifth Amendment Effective Date and (y) the aggregate principal amount of Revolving Loans outstanding as of September 30, 2019 (the “**Revolver Repayment**”) and (iii) make certain other amendments to the Credit Agreement as set forth in Section 2 below (collectively, the “**Amendments**”) and (b) in connection therewith, the U.S. Borrower is seeking to borrow \$115,000,000 of new incremental Term Loans (the “**2019 Incremental Term Loans**”) under the Credit Agreement to fund a portion of the cash consideration for the Acquisition, to pay certain fees (including original issue discount or upfront fees), premiums, expenses and other transaction costs associated with the Acquisition and the borrowing of the 2019 Incremental Term Loans (as defined below) as contemplated hereunder, and to fund the Revolver Repayment;

WHEREAS, the Borrowers are hereby requesting, in accordance with Section 2.25 of the Credit Agreement, that each Lender of 2019 Incremental Term Loans (each, in such capacity, a “**2019 Incremental Term Loan Lender**”) provide a commitment (each a “**2019 Incremental Term Loan Commitment**”) to provide the 2019 Incremental Term Loans, on the terms and conditions set forth herein;

WHEREAS, in accordance with the provisions of Sections 2.25 and 10.5 of the Credit Agreement, the Borrowers, the Administrative Agent and the 2019 Incremental Term Loan Lenders wish to amend the Credit Agreement to, in addition to the other amendments set forth in Section 2 below, provide for the 2019 Incremental Term Loans to be made by the 2019 Incremental Term Loan Lenders, on the terms and subject to the conditions set forth herein; and

WHEREAS, Macquarie Capital (USA) Inc. and BNP Paribas Securities Corp. shall act as joint lead arrangers and joint bookrunners, in each case, with respect to this Fifth Amendment and each of the 2019 Incremental Term Loans (in such capacities, together, the “**2019 Incremental Term Loan Lead Arrangers**”).

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION 1. *Defined Terms; References.* Unless otherwise specifically defined herein, each term used herein that is defined in the Credit Agreement has the meaning assigned to such term in the Credit Agreement. Each reference to “hereof”, “hereunder”, “herein” and “hereby” and each other similar reference and each reference to “this Agreement” and each other similar reference contained in the Credit Agreement shall, as of and after the Fifth Amendment Effective Date (as defined below), refer to the Credit Agreement as amended by this Fifth Amendment (the “**Amended Credit Agreement**”).

SECTION 2. *Amendments to the Credit Agreement.* Effective upon the Fifth Amendment Effective Date, the Credit Agreement is hereby amended as follows:

- (i) The definition of “**Credit Document**” in Section 1.1 of the Credit Agreement is hereby amended by inserting the text “and the 2019 Incremental Fee Letter” at the end thereof.
- (ii) The definition of “**Term Loan Commitment**” in Section 1.1 of the Credit Agreement is hereby amended by deleting the word “and” at the end of clause (i) thereof and inserting the text “,” in place thereof, inserting the word “and” at the end of clause (ii) thereof and inserting therein a new clause (iii) to read as follows: “(iii) the Fifth Amendment Effective Date is \$115,000,000”.
- (iii) Section 1.1 of the Credit Agreement is hereby further amended by adding the following definitions in appropriate alphabetical order as follows:

“**2019 Incremental Commitment Letter**” means the 2019 First Lien Incremental Term Facility Commitment Letter, dated as of November 6, 2019, by and among Holdings, U.S. Borrower, Macquarie Capital Funding LLC, Macquarie Capital (USA) Inc., BNP Paribas and BNP Paribas Securities Corp., as amended by Amendment No. 1 thereto, dated as of December 9, 2019.”

“**2019 Incremental Fee Letter**” means the 2019 First Lien Incremental Term Facility Fee Letter, dated as of November 6, 2019, by and among Holdings, U.S. Borrower, Macquarie Capital Funding LLC, Macquarie Capital (USA) Inc., BNP Paribas and BNP Paribas Securities Corp., as amended by Amendment No. 1 thereto, dated as of December 19, 2019.”

“**Fifth Amendment**” means Amendment No. 5 to the First Lien Credit and Guaranty Agreement, dated as of December 19, 2019, by and among Holdings, the Borrowers, LLC Subsidiary, certain Subsidiaries of Holdings party thereto, as Guarantors, the Administrative Agent and the Lenders party thereto (including the 2019 Incremental Term Loan Lenders).”

“**Fifth Amendment Effective Date**” has the meaning assigned to such term in the Fifth Amendment.”

“**SCUF Acquisition Agreement**” means the Agreement and Plan of Merger, dated as of November 6, 2019, among Corsair Memory, Inc., as buyer, Sonic Merger Company, a Delaware limited liability company and wholly owned subsidiary of Corsair Memory, Inc., SCUF Holdings, Inc., and H.I.G. Growth – Scuf, LLC, as representative, and the U.S. Borrower (together with all exhibits, schedules and disclosure letters thereto), as amended by Amendment No. 1 thereto, dated as of December 9, 2019.”

- (iv) Section 2.11(g) of the Credit Agreement is hereby amended by inserting the text “and the 2019 Incremental Fee Letter” immediately after the text “Fee Letter” appearing therein.
- (v) Section 2.11(h)(iii) of the Credit Agreement is hereby amended by deleting the text “Fourth Amendment Effective Date” appearing therein and inserting the text “Fifth Amendment Effective Date” in lieu thereof.
- (vi) The table of Installments set forth in Section 2.12 of the Credit Agreement is hereby amended and restated in its entirety as follows:

Installment Date	Installment
December 31, 2019	\$1,192,765.72
March 31, 2020	\$1,192,765.72
June 30, 2020	\$1,192,765.72
September 30, 2020	\$1,192,765.72
December 31, 2020	\$1,192,765.72
March 31, 2021	\$1,192,765.72
June 30, 2021	\$1,192,765.72
September 30, 2021	\$1,192,765.72
December 31, 2021	\$1,192,765.72
March 31, 2022	\$1,192,765.72
June 30, 2022	\$1,192,765.72
September 30, 2022	\$1,192,765.72

Installment Date	Installment
December 31, 2022	\$1,192,765.72
March 31, 2023	\$1,192,765.72
June 30, 2023	\$1,192,765.72
September 30, 2023	\$1,192,765.72
December 31, 2023	\$1,192,765.72
March 31, 2024	\$1,192,765.72
June 30, 2024	\$1,192,765.72
Term Loan Maturity Date:	Remaining principal amount of outstanding Term Loans

(vii) Section 5.17 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“5.17 Syndication Cooperation. At any time on and after the Fifth Amendment Effective Date and ending on the earlier of (a) a “Successful Syndication” (as defined in the 2019 Incremental Fee Letter) and (b) the date that is ninety days after the Fifth Amendment Effective Date (such earlier date, the “**Syndication Date**”), Holdings and the Borrowers shall (i) perform the syndication-related actions described in Sections 3 and 4 of the 2019 Incremental Commitment Letter in accordance with the terms thereof and (ii) agree to enter into any amendment to this Agreement or other appropriate document or agreement necessary to implement any of the “Flex Provisions” (under and as defined in the 2019 Incremental Fee Letter) described in the 2019 Incremental Fee Letter in accordance with the terms of the 2019 Incremental Fee Letter (any such amendment, a “**Syndication Amendment**”).

(viii) Section 5 of the Credit Agreement is hereby amended by including the following new Section 5.24 at the end thereof:

“5.24 Specified Equity Contribution. In the case of the Borrowers’ payment of any Earn-out Indebtedness incurred pursuant to Section 1.13(b)(i) and/or (ii) of the SCUF Acquisition Agreement, one or more Borrowers shall have received cash equity in an aggregate amount at least equal to, and substantially concurrently with, any such payments made by the Borrowers.”

(ix) Section 8.1(c) of the Credit Agreement is hereby amended by inserting the text “, Section 5.24” immediately after the text “Section 5.22” appearing therein.

SECTION 3. 2019 Incremental Term Loans.

(a) Each 2019 Incremental Term Loan Lender severally agrees to make, on the Fifth Amendment Effective Date, a 2019 Incremental Term Loan denominated in Dollars to U.S. Borrower

(with the Borrowers being liable therefor on a joint and several basis) in an amount equal to such 2019 Incremental Term Loan Lender's commitment amount set forth on Schedule I hereto. Each 2019 Incremental Term Loan Lender's 2019 Incremental Term Loan Commitment shall terminate immediately and without further action on the Fifth Amendment Effective Date after giving effect to the funding of such 2019 Incremental Term Loan Lender's 2019 Incremental Term Loan Commitment on such date. Any amount of the 2019 Incremental Term Loans that is subsequently repaid or prepaid may not be reborrowed.

(b) The 2019 Incremental Term Loans shall constitute Incremental Term Loans and shall be added to, constitute a part of, and have the same terms as the Existing Term Loans and shall be added to each borrowing of outstanding Existing Term Loans on the Fifth Amendment Effective Date pursuant to the Existing Loans Notice (as defined below) on a pro rata basis (based on the relative sizes of such borrowings), so that each 2019 Incremental Term Loan Lender providing such 2019 Incremental Term Loans will participate proportionately in each outstanding borrowing of Existing Term Loans based on the principal amount of 2019 Incremental Term Loans provided by such 2019 Incremental Term Loan Lender.

(c) Each 2019 Incremental Term Loan Lender (i) confirms that it has received a copy of the Credit Agreement and the other Credit Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Fifth Amendment; (ii) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender or Agent 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 Credit Agreement; (iii) appoints and authorizes the Administrative Agent, Syndication Agent and Collateral Agent to take such action as agent on its behalf and to exercise such powers under the Amended Credit Agreement and the other Credit Documents as are delegated to the Administrative Agent, Syndication Agent and Collateral Agent, as the case may be, by the terms thereof, together with such powers as are reasonably incidental thereto; and (iv) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Amended Credit Agreement are required to be performed by it as a Lender.

(d) Each 2019 Incremental Term Loan Lender party hereto hereby agrees to make its 2019 Incremental Term Loan Commitment on the following terms and conditions:

(i) *Applicable Margin.* The Applicable Margin for each 2019 Incremental Term Loan shall be the same as the Applicable Margin in respect of the Existing Term Loans.

(ii) *Principal Payments.* The Borrowers shall make principal payments on the 2019 Incremental Term Loans in installments, in the amounts and on the dates set forth in Section 2.12 of the Amended Credit Agreement as if the 2019 Incremental Term Loans were Existing Term Loans, and the last paragraph of Section 2.12 shall apply thereto.

(iii) *Voluntary and Mandatory Prepayments.* The 2019 Incremental Term Loans shall be subject to the same terms and conditions regarding voluntary and mandatory prepayments as set forth in the Amended Credit Agreement for the Existing Term Loans.

(e) Each 2019 Incremental Term Loan Lender acknowledges and agrees that upon its execution of this Fifth Amendment and making of 2019 Incremental Term Loans that such 2019 Incremental Term Loan Lender shall become, if not already, a "Lender" under, and for all purposes of, the Amended Credit Agreement and the other Credit Documents, and shall be subject to and bound by the terms thereof, and shall perform all the obligations of and shall have all rights of a Lender thereunder.

(f) All proceeds of the 2019 Incremental Term Loans incurred in accordance with this Fifth Amendment shall be applied by the Borrowers (i) to pay a portion of the cash consideration for the Acquisition, (ii) make the Revolver Repayment and (iii) to pay fees (including original issue discount or upfront fees), premiums, expenses and other transaction costs associated with the Acquisition, the 2019 Incremental Term Loans and this Fifth Amendment.

(g) The parties hereto acknowledge that this Fifth Amendment shall constitute a Joinder Agreement for purposes of Sections 2.25(c)(iv) and (h) of the Credit Agreement.

(h) Each of the parties hereto hereby agrees that the Administrative Agent may take any and all action as may be reasonably necessary to ensure that all 2019 Incremental Term Loans, when originally made, constitute Existing Term Loans for all purposes under the Credit Documents and are included in each borrowing of Existing Term Loans on a pro rata basis. This may be accomplished at the discretion of the Administrative Agent by allocating a portion of each such 2019 Incremental Term Loan to each outstanding Eurodollar Loan that is an Existing Term Loan of the same Class on a pro rata basis, even though as a result thereof such 2019 Incremental Term Loan may effectively have a shorter Interest Period than the Existing Term Loans included in the borrowing of which they are a part (and notwithstanding any other provision of the Credit Agreement that would prohibit such an initial Interest Period). The 2019 Incremental Term Loan shall not accrue interest for any period prior to the Fifth Amendment Effective Date and the Borrowers shall not be required to pay interest on the 2019 Incremental Term Loan for any period prior to the Fifth Amendment Effective Date.

SECTION 4. *Severability.* If any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 5. *Headings.* Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Fifth Amendment.

SECTION 6. *Entire Agreement.* This Fifth Amendment, the Amended Credit Agreement and the other Credit Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

SECTION 7. *Ratification and Reaffirmation.*

(a) Each Credit Party hereto hereby ratifies and reaffirms (i) the Obligations under the Amended Credit Agreement and each of the other Credit Documents to which it is a party and all of the covenants, duties, guarantees, indemnities, indebtedness and liabilities under the Amended Credit Agreement and the other Credit Documents to which it is a party and (ii) the Liens and security interests created in favor of the Collateral Agent and the Lenders pursuant to each Collateral Document; which Liens and security interests shall continue in full force and effect during the term of the Amended Credit Agreement, and shall continue to secure the Obligations (as defined in the Amended Credit Agreement, which include for the avoidance of doubt each Parallel Liability) and each Credit Party hereto confirms that the secured liabilities (however described in the Collateral Documents) cover the Obligations (which include for the avoidance of doubt each Parallel Liability), in each case, on and subject to the terms and conditions set forth in the Amended Credit Agreement and the other Credit Documents and will have and maintain the ranking required under the Collateral Documents (if any).

(b) The Credit Agreement and each of the other Credit Documents, as specifically amended by this Fifth Amendment, are and, notwithstanding this Fifth Amendment, continue to be in full force and effect and are hereby in all respects ratified and confirmed (as expressly amended hereby to the extent so amended). Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein, notwithstanding this Fifth Amendment, continue as of the Fifth Amendment Effective Date to secure the payment of all Obligations of the Credit Parties, as amended by this Fifth Amendment.

(c) The execution, delivery and effectiveness of this Fifth Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under any of the Credit Documents, nor constitute a waiver of any provision of any of the Credit Documents. On and after the Fifth Amendment Effective Date, this Fifth Amendment shall for all purposes constitute a Credit Document.

SECTION 8. Representations and Warranties. The Credit Parties each hereby represent and warrant to the Administrative Agent and the Lenders, as of the date hereof, that:

(a) Each Credit Party party hereto has all requisite corporate (or equivalent) power and authority to enter into this Fifth Amendment. The execution, delivery and performance of this Fifth Amendment have been duly authorized by all necessary action on the part of each Credit Party party hereto. This Fifth Amendment has been duly executed and delivered by each Credit Party party hereto and is the legally valid and binding obligation of such Credit Party, enforceable against such Credit Party in accordance with its terms, except as may be limited by Debtor Relief Laws, by the principle of good faith and fair dealing, or limiting creditors' rights generally or by equitable principles relating to enforceability.

(b) The execution, delivery and performance of this Fifth Amendment by each Credit Party party hereto do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any Governmental Authority or other third Person, except (i) such as have been obtained and are in full force and effect, (ii) for filings and recordings with respect to the Collateral to be made or otherwise that have been delivered to the Collateral Agent for filing and/or recordation and (iii) those approvals, consents, registrations or other actions or notices, the failure of which to obtain or make could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) The execution, delivery and performance of this Fifth Amendment by each Credit Party party hereto and the consummation of the transactions contemplated hereby do not and will not (i) violate any of the Organizational Documents of such Credit Party; (ii) violate any provision of any Law applicable to or otherwise binding on Holdings, any Borrower or any of the Restricted Subsidiaries, except to the extent such violation, either individually or in the aggregate, could not be reasonably expected to have a Material Adverse Effect or (iii) result in or require the creation or imposition of any Lien upon any of the properties or assets of Holdings, any Borrower or any of the Restricted Subsidiaries (other than any Liens created under any of the Credit Documents in favor of the Collateral Agent, on behalf of the Secured Parties, or Permitted Liens).

(d) All of the representations and warranties contained herein and in Section 4 of the Credit Agreement and in each other Credit Document (in each case, as amended by this Fifth Amendment) are

true and correct in all material respects both immediately before and immediately after giving effect to this Fifth Amendment (except for those representations and warranties that are qualified by materiality, which are true and correct in all respects) on and as of the Fifth Amendment Effective Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties are true and correct in all material respects (except for those representations and warranties that are qualified by materiality, which are true and correct in all respects) on and as of such earlier date.

(e) Both immediately before and immediately after giving effect to this Fifth Amendment, no Default or Event of Default has occurred and is continuing.

(f) All of the requirements of (i) the proviso to Section 2.25(c)(i)(a) of the Credit Agreement (it being understood and agreed that 2019 Incremental Term Loan Lead Arrangers and the 2019 Incremental Term Loan Lenders have elected that such proviso apply) and (ii) Sections 2.25(c)(iii) (subject to the proviso to Section 11(h) of this Fifth Amendment) and (c)(iv), in each case, with respect to the 2019 Incremental Term Loans have been, or as of the Fifth Amendment Effective Date will have been, satisfied or waived by Required Lenders.

(g) Since December 31, 2018, there has been no Material Adverse Effect (as defined in the SCUF Acquisition Agreement).

(h) The Acquisition Agreement Representations (as defined in the 2019 Incremental Commitment Letter) are true and correct to the extent required by the Certain Funds Provision (as defined in the 2019 Incremental Commitment Letter) and the Specified Representations (as defined in the 2019 Incremental Commitment Letter) are true and correct in all material respects on and as of the Fifth Amendment Effective Date, except in the case of any Specified Representation that expressly relates to a given date or period, in which case, such representation and warranty is true and correct in all material respects as of the respective date or for the respective period, as the case may be; provided that to the extent that any of such representations and warranties are qualified by or subject to a materiality, “material adverse effect”, “material adverse change” or similar term or qualification, (x) the definition thereof shall be a Material Adverse Effect for purposes of any such representations and warranties made or deemed made on, or as of, the Fifth Amendment Effective Date (or any date prior thereto) and (y) such representations and warranties are true and correct in all respects.

(i) Substantially concurrently with the funding of the 2019 Incremental Term Loans, the Acquisition shall have been consummated (i) in accordance with the SCUF Acquisition Agreement (without any amendment, waiver, or other modification not consented to by the 2019 Incremental Term Loan Lead Arrangers to the extent such consent is required under Section 3 of Exhibit C to the 2019 Incremental Commitment Letter) and (ii) as a Permitted Acquisition in accordance with the requirements of the definition of “Permitted Acquisition” in the Amended Credit Agreement.

(j) Prior to or substantially concurrently with the funding of the 2019 Incremental Term Loans, the Borrowers have received the Equity Contribution in at least the minimum amount described on Exhibit A to the 2019 Incremental Commitment Letter.

SECTION 9. *Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.* The terms of Sections 10.14, 10.15 and 10.16 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

SECTION 10. Counterparts. This Fifth Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Fifth Amendment by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Fifth Amendment.

SECTION 11. Effectiveness. This Fifth Amendment shall become effective on the first date on which each of the following conditions shall have been satisfied or waived (the “**Fifth Amendment Effective Date**”):

(a) the Administrative Agent shall have received from the Borrowers, Holdings, each other Guarantor, the Administrative Agent, the Collateral Agent and each 2019 Incremental Term Loan Lender, a duly executed counterpart of this Fifth Amendment signed on behalf of such party;

(b) the Administrative Agent shall have received from the Borrowers (i) customary secretary’s or officer’s certificates (with evidence of incumbency, authority and charter documents) and good standing certificates (in each case, only to the extent such concepts are applicable), in each case, substantially consistent with the documents delivered on the Fourth Amendment Effective Date or otherwise reasonably satisfactory to the Administrative Agent and (ii) a solvency certificate substantially in the form of Exhibit L to the Credit Agreement from the chief financial officer or treasurer of Holdings or its general partner (or any other Authorized Officer), dated the Fifth Amendment Effective Date, certifying that upon giving effect to the Acquisition, the 2019 Incremental Term Loans and this Fifth Amendment, Holdings and its subsidiaries, on a consolidated basis, are solvent;

(c) the 2019 Incremental Term Loan Lead Arrangers shall have received (i) audited consolidated balance sheets and related statements of income of Target and its subsidiaries for the fiscal years ended 2017 and 2018, (ii) the unaudited consolidated balance sheet of Target and its subsidiaries as of September 30, 2019, and statement of income of Target and its subsidiaries for the nine-month period ended on September 30, 2019; the 2019 Incremental Term Loan Lead Arrangers hereby acknowledge receipt of the audited financial statements referred to in clause (i) of this sentence for the fiscal years ended 2017 and 2018 and of the unaudited financial statements referred to in clause (ii) of this sentence. The 2019 Incremental Term Loan Lead Arrangers shall have received the unaudited quarterly financial statements of Holdings and its Restricted Subsidiaries required to be delivered under Section 5.1(a) of the Credit Agreement for the fiscal quarter ending September 30, 2019, and such financial statements shall confirm (as determined by the 2019 Incremental Term Loan Lead Arrangers in their reasonable discretion) the estimated sources and uses for the Transactions (as defined in the 2019 Incremental Commitment Letter) that were provided by the Borrowers to the 2019 Incremental Term Loan Lead Arrangers on November 20, 2019. The 2019 Incremental Term Loan Lead Arrangers hereby acknowledge receipt of the unaudited quarterly financial statements referred to in the foregoing sentence for the fiscal quarter ending September 30, 2019, which financial statements confirm the estimated sources and uses for the Transactions in accordance with the foregoing sentence;

(d) The 2019 Incremental Term Loan Lead Arrangers shall have received a pro forma consolidated balance sheet of Holdings and its subsidiaries as of the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended more than 60 days prior to the Fifth Amendment Effective Date, prepared giving effect to the Transactions as if the Transactions had occurred as of such date, which need not be prepared in compliance with Regulation S-X of the Securities Act of 1933, as amended, or include adjustments for purchase accounting (including adjustments of the type contemplated by Financial Accounting Standards Board Accounting Standards Codification 805, Business Combinations (formerly SFAS 141R));

(e) the Administrative Agent shall have received, at least three business days prior to the Fifth Amendment Effective Date, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the PATRIOT Act and the Beneficial Ownership Regulation, in each case, to the extent requested of Target (and any of its subsidiaries that will become Guarantors) by the 2019 Incremental Term Loan Lead Arrangers in writing (including by email) at least ten days prior to the Fifth Amendment Effective Date;

(f) the Administrative Agent shall have received a certificate of an Authorized Officer of Holdings or the general partner thereof certifying as to compliance with each of clauses (a) through (j) of Section 8 of this Fifth Amendment;

(g) the Administrative Agent shall have received a customary written opinion of (i) Jones Day, special U.S. counsel for the Credit Parties, (ii) Maples and Calder, special Cayman Islands counsel for the Credit Parties, (iii) AKD, special Luxembourg counsel for the Credit Parties, (iv) Loyens & Loeff, special Netherlands counsel for the Administrative Agent and (v) White & Case LLP, special Hong Kong counsel for the Administrative Agent, in each case, addressed to the Administrative Agent, the Collateral Agent and the Lenders (including the 2019 Incremental Term Loan Lenders), and dated the Fifth Amendment Effective Date;

(h) the Administrative Agent shall have received a Funding Notice with respect to the 2019 Incremental Term Loans; provided that, notwithstanding anything to the contrary in Section 2.25(c)(iii) or any other provision of any Credit Document, the Borrower Representative shall be allowed to deliver such Funding Notice by 2:00 p.m. (New York City time) at least one Business Day in advance of the proposed Credit Date (or such later date or time as is otherwise agreed by the Administrative Agent); and

(i) all reasonable and documented expenses and other compensation payable to the 2019 Incremental Term Loan Lead Arrangers and the Administrative Agent pursuant to the 2019 Incremental Fee Letter or Section 10.2 of the Credit Agreement or otherwise, shall have been paid (or netted from the proceeds of the 2019 Incremental Term Loans to the extent agreed by the parties hereto) to the extent earned, due and owing and otherwise reimbursable pursuant to the terms thereof and, in the case of expenses, invoiced at least two Business Days prior to the Fifth Amendment Effective Date.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

CORSAIR GROUP (CAYMAN), LP,
as Holdings and a Guarantor

By: EagleTree-Carbide (GP), LLC, its general partner

By: EagleTree Partners IV (GP), LP, its Sole Member

By: EagleTree Partners IV Ultimate GP, LLC, its General Partner

By: /s/ George L. Majoros, Jr.

Name: George L. Majoros, Jr.

Title: Co-Managing Member

By: /s/ Anup Bagaria

Name: Anup Bagaria

Title: Co-Managing Member

CORSAIR GAMING, INC.,
as a Borrower

By: /s/ George L. Majoros, Jr.

Name: George L. Majoros, Jr.

Title: President

CORSAIR ACQUISITION (LUX) S.À R.L.,
as a Borrower

By: /s/ Robert van't Hoeft

Name: Robert van't Hoeft

Title: Class A Manager

By: /s/ Andrew J. Paul

Name: Andrew J. Paul

Title: Class B Manager

Corsair Acquisition (Lux) S.à r.l.,
société à responsabilité limitée
Registered Office: 48, boulevard Grande-Duchesse
Charlotte, L-1330 Luxembourg, R.C.S.: B 216.833

CORSAIR HOLDINGS (HONG KONG) LIMITED,
as a Borrower

By: /s/ Michael Potter

Name: Michael Potter

Title: Director

[Signature page to Amendment No. 5 to First Lien Credit and Guaranty Agreement]

CORSAIR GROUP (US), LLC,
as a Guarantor

By: /s/ George L. Majoros, Jr.
Name: George L. Majoros, Jr.
Title: President

CORSAIR HOLDINGS (LUX) S.À R.L.,
as a Guarantor

By: /s/ Joost Mees
Name: Joost Mees
Title: Class A Manager

By: /s/ Andrew J. Paul
Name: Andrew J. Paul
Title: Class B Manager

Corsair Holdings (Lux) S.à r.l.,
société à responsabilité limitée
Registered Office: 48, boulevard Grande-Duchesse
Charlotte, L-1330 Luxembourg, R.C.S.: B 216.685

CORSAIR COMPONENTS, INC.,
as a Guarantor

By: /s/ Michael Potter
Name: Michael Potter
Title: Chief Financial Officer and Secretary

CORSAIR MEMORY, INC.,
as a Guarantor

By: /s/ Michael Potter
Name: Michael Potter
Title: Chief Financial Officer and Secretary

CORSAIR (HONG KONG) LIMITED,
as a Guarantor

By: /s/ Michael Potter
Name: Michael Potter
Title: Director

[Signature page to Amendment No. 5 to First Lien Credit and Guaranty Agreement]

CORSAIR COMPONENTS COÖPERATIEF U.A.,
as a Guarantor

By: /s/ Robert van't Hoeft
Name: Robert van't Hoeft
Title: Authorized Signatory

CORSAIR MEMORY B.V.,
as a Guarantor

By: /s/ Michael Potter
Name: Michael Potter
Title: Authorized Signatory

ORIGIN PC, LLC,
as a Guarantor

By: /s/ Andrew J. Paul
Name: Andrew J. Paul
Title: President

[Signature page to Amendment No. 5 to First Lien Credit and Guaranty Agreement]

MACQUARIE CAPITAL FUNDING LLC, as
Administrative Agent

By: /s/ Lisa Grushkin

Name: Lisa Grushkin

Title: Authorized Signatory

By: /s/ Vincent Repaci

Name: Vincent Repaci

Title: Authorized Signatory

[Signature page to Amendment No. 5 to First Lien Credit and Guaranty Agreement]

MACQUARIE CAPITAL FUNDING LLC, as a 2019
Incremental Term Loan Lender

By: /s/ Lisa Grushkin

Name: Lisa Grushkin

Title: Authorized Signatory

By: /s/ Vincent Repaci

Name: Vincent Repaci

Title: Authorized Signatory

[Signature page to Amendment No. 5 to First Lien Credit and Guaranty Agreement]

SCHEDULE I

2019 Incremental Term Loan Commitments

<u>2019 Incremental Term Loan Lender</u>	<u>2019 Incremental Term Loan Commitment</u>	<u>Pro Rata Share</u>
MACQUARIE CAPITAL FUNDING LLC	\$ 115,000,000	100.0%
Total	\$ 115,000,000	100.0%