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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

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**FORM 8-K**

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**CURRENT REPORT**  
**Pursuant to Section 13 OR 15(d)**  
**of The Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported) September 20, 2017**

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**TRIMAS CORPORATION**  
(Exact name of registrant as specified in its charter)

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

**001-10716**  
(Commission  
File Number)

**38-2687639**  
(IRS Employer  
Identification No.)

**38505 Woodward Avenue, Suite 200, Bloomfield Hills, Michigan 48304**  
(Address of principal executive offices) (Zip Code)

**Registrant's telephone number, including area code (248) 631-5400**

**Not Applicable**  
(Former name or former address, if changed since last report.)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Emerging growth company

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

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**Item 1.01 Entry into a Material Definitive Agreement.***Senior Notes and Indenture*

On September 20, 2017, TriMas Corporation (the “Company”) completed an offering of \$300,000,000 aggregate principal amount of its 4.875% Senior Notes due 2025 (the “Senior Notes”) issued under an Indenture, dated as of September 20, 2017, among the Company, the Guarantors named therein (the “Guarantors”) and Wells Fargo Bank, National Association, as trustee (the “Indenture”).

The Senior Notes will mature on October 15, 2025 and interest will accrue at a rate of 4.875% per annum from the date of original issuance and will be payable semi-annually in cash in arrears on April 15 and October 15, commencing on April 15, 2018. The Company may redeem some or all of the Senior Notes before October 15, 2020 at a redemption price equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any, to the redemption date, plus a “make whole” premium. On or after October 15, 2020, the Senior Notes will be redeemable, in whole or in part, on the redemption dates and at the redemption prices specified in the Indenture, plus accrued and unpaid interest. In addition, the Company may redeem up to 35% of the Senior Notes before October 15, 2020 with amounts equal to the net cash proceeds from certain equity offerings.

The Company and its subsidiaries are permitted to, subject to certain exceptions and limitations: incur additional debt; pay dividends on, redeem or repurchase stock; prepay subordinated debt; create liens, make specified types of investments, apply net proceeds from certain asset sales or losses, engage in transactions with affiliates, merge, consolidate or sell substantially all of its assets and; pay dividends and make other distributions from subsidiaries. Furthermore, in the event of a change of control as defined in the Indenture, the Company must offer to repurchase the Senior Notes at 101% of the aggregate principal amount of the Senior Notes repurchased, plus any accrued and unpaid interest. The Indenture also provides for customary events of default.

The proceeds of the offering were used repay all outstanding obligations of the Term Loan A facility due 2020 under TriMas Company LLC’s (a wholly-owned subsidiary of the Company (“TriMas LLC”)) amended and restated credit agreement, repay a portion of outstanding obligations under the Company’s accounts receivable facility, and pay fees and expenses related to the Senior Notes offering and repayment of such debt.

The foregoing descriptions of the Senior Notes and the Indenture do not purport to be complete and are qualified in their entirety by reference to the Indenture (including the Form of Notes) which is filed as Exhibit 4.1 to this Form 8-K and is incorporated herein by reference.

*Amendment to Existing Credit Agreement*

On September 20, 2017, TriMas LLC entered into a replacement facility amendment (the “Amendment”) to the Credit Agreement, dated as of October 16, 2013 (as previously amended, the “Existing Credit Agreement” and as amended by the Amendment, the “Credit Agreement”) among the Company, TriMas LLC, the Foreign Subsidiary Borrowers party thereto, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, J.P. Morgan Europe Limited, as Foreign Currency Agent, and the other agents party thereto.

Pursuant to the Amendment, the \$500.0 million revolving credit facility under the Existing Credit Agreement was replaced with a new \$300.0 million revolving credit facility, which will permit borrowings denominated in specific foreign currencies, subject to a \$125.0 million (equivalent) sublimit, and will mature on September 20, 2022. The revolving loans under the Credit Agreement will bear interest at the London Interbank Offered Rate (“LIBOR”) plus 1.625% (subject to step-ups up to LIBOR plus 1.750% or 2.000% or step-downs down to LIBOR plus 1.500% or 1.375%, based on the leverage ratio).

The Credit Agreement also provides incremental revolving credit facility commitments in an amount not to exceed the greater of \$200.0 million and an amount such that, after giving effect to such incremental commitments and the incurrence of any other indebtedness substantially simultaneously with the making of such commitments, the senior secured net leverage ratio, as defined, is no greater than 3.75 to 1.00. The terms and conditions of any incremental revolving credit facility commitments must be no more favorable than the existing credit facility.

The Credit Agreement allows for the issuance of letters of credit, not to exceed \$40.0 million in aggregate.

The dollar denominated debt under the Credit Agreement is an obligation of the Company and certain of its domestic subsidiaries and is secured by substantially all of the assets of such parties. Borrowings under the \$125.0 million (equivalent) foreign currency sub limit are also secured by a cross-guarantee amongst, and a pledge of the assets of, the foreign subsidiary borrowers that are a party to the agreement. The Credit Agreement also contains various negative and affirmative covenants and other requirements affecting the Company and its subsidiaries, including the ability to, subject to certain exceptions and limitations, incur debt, liens, mergers, investments, loans, advances, guarantee obligations, acquisitions, assets dispositions, sale-leaseback transactions, hedging agreements, dividends and other restricted payments, transactions with affiliates, restrictive agreements and amendments to charters, bylaws, and other material documents. The terms of the Credit Agreement also require the Company and its restricted subsidiaries to meet certain restrictive financial covenants and ratios computed quarterly, including a maximum total net leverage ratio and senior secured net leverage ratio and a minimum interest expense coverage ratio.

The foregoing description of the Amendment and the Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which has been filed as Exhibit 10.1 hereto, and the full text of the Credit Agreement, which has been filed as part of Exhibit 10.1 hereto.

**Item 2.03            Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information contained in and incorporated into Item 1.01 above is hereby incorporated into this Item 2.03 by reference.

**Item 7.01            Regulation FD Disclosure**

On September 20, 2017, the Company issued a press release announcing the closing of its \$300 million aggregate principal amount of senior notes due 2025 through a private placement, and the amendment and extension of its senior secured credit facility. The full text of the press release is furnished herewith as Exhibit 99.1 and is incorporated herein by reference.

The Company is furnishing the information in this Current Report on Form 8-K and in Exhibit 99.1 to comply with Regulation FD. Such information, including the accompanying Exhibit 99.1, shall not be deemed “filed” for any purpose, including for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that Section. The information in this Item 7.01 of this Current Report on Form 8-K, including the accompanying Exhibit 99.1, shall not be deemed incorporated by reference into any filing under the Exchange Act regardless of any general incorporation language in such filing.

**Item 9.01 Financial Statements and Exhibits.**

(d) The following Exhibits are deemed filed or furnished with this Current Report on Form 8-K:

<u>Exhibit Number</u>	<u>Description</u>
4.1	<a href="#"><u>Indenture, dated as of September 20, 2017, among TriMas Corporation, the Guarantors named therein and Wells Fargo Bank, National Association, as Trustee (including the Form of Note)</u></a>
10.1*	<a href="#"><u>Replacement Facility Amendment, dated as September 20, 2017, among TriMas Company LLC, the other Loan Parties party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and the Lenders party thereto.</u></a>
99.1	<a href="#"><u>Press Release issued by TriMas Corporation on September 20, 2017 (furnished solely for purposes of Item 7.01 of this Current Report on Form 8-K)</u></a>

\* Certain exhibits and schedules have been omitted and the Company agrees to furnish supplementally to the Securities and Exchange Commission a copy of any omitted exhibits and schedules upon request.

**SIGNATURES**

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

TRIMAS CORPORATION

Date: September 20, 2017

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: *Senior Vice President, General Counsel and Secretary*

TRIMAS CORPORATION,

as Issuer,

the Guarantors party hereto from time to time

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Trustee

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INDENTURE

Dated as of September 20, 2017

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4.875% Senior Notes due 2025

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317(a)(1)	6.08
(a)(2)	6.09
(b)	2.05

Note: This Cross-Reference Table shall not, for any purposes, be deemed to be part of this Indenture.

INDENTURE, dated as of September 20, 2017, among TRIMAS CORPORATION, a Delaware corporation (together with its successors and assigns, the “Issuer”), the Guarantors (as defined below) party hereto from time to time and Wells Fargo Bank, National Association, a national banking association, as Trustee (as defined below).

Each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the holders of (i) \$300,000,000 aggregate principal amount of the Issuer’s 4.875% Senior Notes due 2025 issued on the date hereof (the “Initial Notes”) and (ii) Additional Notes issued from time to time (together with the Initial Notes, the “Notes”):

## ARTICLE I

### DEFINITIONS AND INCORPORATION BY REFERENCE

#### SECTION 1.01 Definitions.

“Acquired Indebtedness” means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged, consolidated or amalgamated with or into or became a Restricted Subsidiary of such specified Person, and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

Acquired Indebtedness will be deemed to have been Incurred, with respect to clause (1) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (2) of the preceding sentence, on the date of consummation of such acquisition of such assets.

“Acquisition Lease Financing” means any sale or transfer by the Issuer or any Subsidiary of any property, real or personal, that is acquired pursuant to a Permitted Investment, in an aggregate amount not to exceed \$75.0 million at any time, which property is rented or leased by the Issuer or such Subsidiary from the purchaser or transferee of such property, so long as the proceeds from such transaction consist solely of cash.

“Additional Notes” means the Notes issued under the terms of this Indenture subsequent to the Issue Date.

“Additional Refinancing Amount” means, in connection with the Incurrence of any Refinancing Indebtedness, the aggregate principal amount of additional Indebtedness, Disqualified Stock or Preferred Stock Incurred to pay accrued and unpaid interest, premiums (including tender premiums), expenses, defeasance costs and fees in respect thereof.

“Affiliate” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. No Person (other than the Issuer or any Subsidiary of the Issuer) in whom the Receivables Subsidiary makes an Investment in connection with any Permitted Receivables Financing or Specified Vendor Receivables Financing will be deemed to be an Affiliate of the Issuer or any of its Subsidiaries solely by reason of such Investment.

“Applicable Premium” means, with respect to any Note on any applicable redemption date, as determined by the Issuer, the greater of:

- (1) 1% of the then outstanding principal amount of the Note; and
- (2) the excess of:

(a) the present value at such redemption date of (i) the redemption price of the Note, at October 15, 2020 (such redemption price being set forth in Paragraph 5 of the Note) *plus* (ii) all required interest payments due on the Note through October 15, 2020 (excluding accrued but unpaid interest), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the then outstanding principal amount of the Note.

“Asset Sale” means:

(1) the sale, conveyance, transfer or other disposition (whether in a single transaction or a series of related transactions) of property or assets (including by way of Sale/ Leaseback Transactions) outside the ordinary course of business of the Issuer or any Restricted Subsidiary (each referred to in this definition as a “disposition”); or

(2) the issuance or sale of Equity Interests (other than (i) Preferred Stock of Restricted Subsidiaries issued in compliance with Section 4.03 and (ii) directors’ qualifying shares and shares issued to foreign nationals or other third parties to the extent required by applicable law) of any Restricted Subsidiary (other than to the Issuer or another Restricted Subsidiary) (whether in a single transaction or a series of related transactions),

in each case other than:

(a) a disposition of Cash Equivalents or Investment Grade Securities or surplus, obsolete, damaged or worn out property or equipment;

(b) the disposition of all or substantially all of the assets of the Issuer or any Guarantor in a manner permitted pursuant to Section 5.01 or any disposition that constitutes a Change of Control;

(c) any Restricted Payment or Permitted Investment that is permitted to be made, and is made, under Section 4.04;

(d) any disposition of assets of the Issuer or any Restricted Subsidiary or issuance or sale of Equity Interests of any Restricted Subsidiary, which assets or Equity Interests so disposed or issued in any single transaction or series of related transactions have an aggregate Fair Market Value (as determined in good faith by the Issuer) of less than \$25.0 million;

(e) any disposition of property or assets, or the issuance of securities, by the Issuer or a Restricted Subsidiary to the Issuer or a Restricted Subsidiary;

- (f) any exchange of assets (including a combination of assets and Cash Equivalents) for assets related to a Similar Business of comparable or greater market value or usefulness to the business of the Issuer and the Restricted Subsidiaries as a whole, as determined in good faith by the Issuer;
- (g) foreclosure, condemnation, taking by eminent domain or any similar action with respect to any property or other asset of the Issuer or any of the Restricted Subsidiaries;
- (h) any disposition of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;
- (i) the lease, assignment or sublease of any real or personal property in the ordinary course of business;
- (j) any sale of inventory or other assets in the ordinary course of business;
- (k) any grant in the ordinary course of business of any license of patents, trademarks, know-how or any other intellectual property;
- (l) any swap of assets, or lease, assignment or sublease of any real or personal property, in exchange for services (including in connection with any outsourcing arrangements) of comparable or greater value or usefulness to the business of the Issuer and the Restricted Subsidiaries as a whole, as determined in good faith by the Issuer;
- (m) any financing transaction with respect to property built or acquired by the Issuer or any Restricted Subsidiary after the Issue Date, including any Sale/Leaseback Transaction and any sale, disposition or transfer that constitute part of an Acquisition Lease Financing or asset securitization permitted by this Indenture;
- (n) the creation of, and dispositions constituting, Permitted Liens;
- (o) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Issuer or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;
- (p) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;
- (q) any surrender, expiration or waiver of contract rights or the settlement, release, recovery on or surrender of contract, tort or other claims of any kind;
- (r) the termination of a lease of real or personal property that is not necessary to the conduct of the business of the Issuer and the Restricted Subsidiaries as a whole; and
- (s) (i) sales of Receivables Assets pursuant to the Permitted Receivables Financings, (ii) sales of Receivables Assets by a Foreign Subsidiary pursuant to customary terms whereby recourse and exposure in respect thereof to any Foreign Subsidiary does not exceed at any time \$60.0 million and (iii) sales of Receivables Assets pursuant to any Specified Vendor Receivables Financing Document.

For the avoidance of doubt, in the event that a transaction (or any portion thereof) meets the criteria of a permitted Asset Sale and would also be a Restricted Payment or Permitted Investment, the Issuer, in its sole discretion, will be entitled to divide and classify such transaction (or a portion thereof) as an Asset Sale and/or one or more of the types of permitted Restricted Payments or Permitted Investments.

“Attributable Debt” means, as of any date of determination, as to Sale/Leaseback Transactions, the total obligation (discounted to present value at the rate of interest implicit in the lease included in such transaction) of the lessee for rental payments (other than amounts required to be paid on account of property taxes, maintenance, repairs, insurance, assessments, utilities, operating and labor costs and other items which do not constitute payments for property rights) during the remaining portion of the term (including extensions which are at the sole option of the lessor) of the lease included in such transaction.

“Board of Directors” means, as to any Person, the board of directors or managers, as applicable, of such Person or any direct or indirect parent of such Person (or, if such Person is a partnership, the board of directors or other governing body of the general partner of such Person) or any duly authorized committee thereof.

“Business Day” means a day other than a Saturday, Sunday or other day on which banking institutions are authorized or required by law to close in New York City or the place of payment.

“Capital Markets Indebtedness” means any Indebtedness consisting of bonds, debentures, notes or other similar debt securities issued in (a) a public offering registered under the Securities Act or (b) a private placement to institutional investors that is resold in accordance with Rule 144A or Regulation S of the Securities Act, whether or not it includes registration rights entitling the holders of such debt securities to registration thereof with the SEC. The term “Capital Markets Indebtedness” (i) shall not include the Notes (including, for the avoidance of doubt any Additional Notes) and (ii) for the avoidance of doubt, shall not be construed to include any Indebtedness issued to institutional investors in a direct placement of such Indebtedness that is not resold by an intermediary (it being understood that, without limiting the foregoing, a financing that is distributed to not more than ten Persons (provided that multiple managed accounts and affiliates of any such Persons shall be treated as one Person for the purposes of this definition) shall be deemed not to be underwritten), or any Indebtedness under the Credit Agreement, commercial bank or similar Indebtedness, Financing Lease Obligation or recourse transfer of any financial asset or any other type of Indebtedness incurred in a manner not customarily viewed as a “securities offering.”

“Capital Stock” means:

- (1) in the case of a corporation, corporate stock or shares;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“Cash Equivalents” means:

- (1) U.S. dollars, pounds sterling, euros, the national currency of any member state in the European Union or such local currencies held by the Issuer or a Restricted Subsidiary from time to time in the ordinary course of business;
- (2) securities issued or directly and fully guaranteed or insured by the U.S. government, the United Kingdom or any country that is a member of the European Union or any agency or instrumentality thereof in each case maturing not more than two years from the date of acquisition;
- (3) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers’ acceptances, in each case with maturities not exceeding one year and overnight bank deposits, in each case with any commercial bank having capital and surplus in excess of \$250.0 million and whose long-term debt is rated “A” or the equivalent thereof by Moody’s or S&P (or reasonably equivalent ratings of another internationally recognized ratings agency);
- (4) repurchase obligations for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;
- (5) commercial paper issued by a corporation (other than an Affiliate of the Issuer) rated at least “A-1” or the equivalent thereof by Moody’s or S&P (or reasonably equivalent ratings of another internationally recognized ratings agency) and in each case maturing within one year after the date of acquisition;
- (6) readily marketable direct obligations issued by any state of the United States of America or any political subdivision thereof having at least a rating of Aa3 from Moody’s or a rating of AA- from S&P (or reasonably equivalent ratings of another internationally recognized ratings agency) in each case with maturities not exceeding two years from the date of acquisition;
- (7) Indebtedness issued by Persons with a rating of “A” or higher from S&P or “A2” or higher from Moody’s (or reasonably equivalent ratings of another internationally recognized ratings agency) in each case with maturities not exceeding two years from the date of acquisition;
- (8) investment funds investing at least 95% of their assets in securities of the types described in clauses (1) through (7) above; and
- (9) instruments equivalent to those referred to in clauses (1) through (8) above denominated in any foreign currency comparable in credit quality and tenor to those referred to above and commonly used by corporations for cash management purposes in any jurisdiction outside the United States of America to the extent reasonably required in connection with any business conducted by any Subsidiary organized in such jurisdiction.

“cash management services” means cash management services for collections, treasury management services (including controlled disbursement, overdraft, automated clearing house fund transfer services, return items, account reconciliation and reporting and interstate depository network services), any demand deposit, payroll, trust or operating account relationships, commercial credit cards, merchant card, purchase or debit cards, non-card e-payables services, and other cash management services, including electronic funds transfer services, lockbox services, stop payment services, wire transfer services and trade finance services.



“Change of Control” means the occurrence of either of the following:

(1) the sale, lease or transfer (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all the assets of the Issuer and its Subsidiaries, taken as a whole, to any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision) other than to the Issuer or any of its Subsidiaries; or

(2) the Issuer becomes aware (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) of the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision), including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act), in a single transaction or in a related series of transactions, by way of merger, consolidation, amalgamation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act, or any successor provision), of more than 50% of the total voting power of the Voting Stock of the Issuer, in each case, other than an acquisition where the holders of the Voting Stock of the Issuer as of immediately prior to such acquisition hold 50% or more of the Voting Stock of the ultimate parent of the Issuer or successor thereto immediately after such acquisition (provided no holder of the Voting Stock of the Issuer as of immediately prior to such acquisition owns, directly or indirectly, more than 50% of the voting power of the Voting Stock of the Issuer immediately after such acquisition).

Notwithstanding the preceding or any provision of Rule 13d-3 of the Exchange Act, (i) a Person or group shall not be deemed to beneficially own Voting Stock subject to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Voting Stock in connection with the transactions contemplated by such agreement, and (ii) a Person or group will not be deemed to beneficially own the Voting Stock of a second Person as a result of its ownership of Voting Stock or other securities of such second Person’s parent entity (or related contractual rights) unless it owns 50% or more of the total voting power of the Voting Stock entitled to vote for the election of directors of such parent entity having a majority of the aggregate votes on the Board of such parent entity.

“Code” means the Internal Revenue Code of 1986, as amended.

“Consolidated Depreciation and Amortization Expense” means, with respect to any Person for any period, the total amount of depreciation and amortization expense, including the amortization of intangible assets and deferred financing fees and amortization of unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits, of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP.

“Consolidated Interest Expense” means, with respect to any Person for any period, the sum, without duplication, of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, to the extent such expense was deducted in computing Consolidated Net Income (including the interest component of Financing Lease Obligations and net payments and receipts (if any) pursuant to interest rate Hedging Obligations, and non-cash interest expense attributable to movement in mark to market valuation of Hedging Obligations or other derivatives (in each case permitted under this Indenture) under GAAP) and excluding (r) annual agency fees paid to the administrative agents and collateral agents under any Credit Facility Indebtedness, (s) costs associated with obtaining Hedging Obligations, (t) any expense resulting from the discounting of any Indebtedness in connection with the application of recapitalization accounting or, if applicable, purchase accounting in connection with any acquisition, (u) penalties and interest relating to taxes, (v) amortization or expensing of deferred financing fees, amendment and consent fees, debt issuance costs, commissions, fees, expenses and discounted liabilities and any amounts of non-cash interest, (w) any expensing of bridge, commitment and other financing fees and any other fees related to any acquisitions after the Issue Date, (x) any accretion of accrued interest on discounted liabilities and any prepayment premium or penalty, (y) interest expense resulting from push-down accounting and (z) any lease, rental or other expense in connection with a Non-Financing Lease Obligation); *plus*

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; *plus*

(3) commissions, discounts, yield, other fees and charges or other interest equivalent costs Incurred in connection with any Permitted Receivables Financing or Specified Vendor Receivables Financing, whether accounted for as interest expense or loss on sale of receivables, which are payable to Persons other than the Issuer and the Restricted Subsidiaries; *minus*

(4) interest income for such period.

For purposes of this definition, interest on a Financing Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by the Issuer to be the rate of interest implicit in such Financing Lease Obligation in accordance with GAAP.

“Consolidated Leverage Ratio” means the ratio of (1) (a) the aggregate principal amount of Indebtedness (and without duplication of the aggregate “net investment” outstanding under any Permitted Receivables Financing) minus (b) the aggregate amount of unrestricted cash and Cash Equivalents of the Issuer and its Restricted Subsidiaries to (2) EBITDA for the most recently ended four fiscal quarters for which financial statements are available immediately preceding the date of determination, with such pro forma adjustments to EBITDA as would be required under the second paragraph of the definition of “Fixed Charge Coverage Ratio” in performing a calculation thereof.

“Consolidated Net Income” means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis; *provided, however*, that:

(1) any net after-tax extraordinary, nonrecurring or unusual gains or losses (less all fees and expenses relating thereto) or expenses or charges, any severance expenses, relocation expenses, restructuring expenses, curtailments or modifications to pension and post-retirement employee benefit plans, excess pension charges, any expenses related to any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternate uses and fees, expenses or charges relating to facilities closing costs, acquisition integration costs, facilities opening costs, project start-up costs, business optimization costs, signing, retention or completion bonuses, expenses or charges related to any issuance of Equity Interests, Investment, acquisition,

disposition, recapitalization or issuance, repayment, refinancing, amendment or modification of Indebtedness (in each case, whether or not successful), and any fees, expenses or charges related to the Transactions (including any transaction expenses incurred before, on or after the Issue Date), in each case, shall be excluded;

(2) effects of purchase accounting adjustments (including the effects of such adjustments pushed down to such Person and such Subsidiaries and including, without limitation, the effects of adjustments to (A) Financing Lease Obligations or (B) any other deferrals of income) in amounts required or permitted by GAAP, resulting from the application of purchase accounting or the amortization or write-off of any amounts thereof, net of taxes, shall be excluded;

(3) the Net Income for such period shall not include the cumulative effect of a change in accounting principles during such period;

(4) any net after-tax income or loss from disposed, abandoned, transferred, closed or discontinued operations or fixed assets and any net after-tax gains or losses on disposal of disposed, abandoned, transferred, closed or discontinued operations or fixed assets shall be excluded;

(5) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to business dispositions or asset dispositions other than in the ordinary course of business (as determined in good faith by the Issuer) shall be excluded;

(6) any net after-tax gains or losses (less all fees and expenses or charges relating thereto) attributable to the early extinguishment of indebtedness, Hedging Obligations or other derivative instruments shall be excluded;

(7) (a) the Net Income for such period of any Person that is not a Subsidiary of such Person, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be included only to the extent of the amount of dividends or distributions or other payments paid in cash (or to the extent converted into cash) to the referent Person or a Restricted Subsidiary thereof in respect of such period and (b) the Net Income for such period shall include any dividend, distribution or other payment in cash (or to the extent converted into cash) received by the referent Person or a Subsidiary thereof (other than an Unrestricted Subsidiary of such referent Person) from any Person in excess of, but without duplication of, the amounts included in subclause (a);

(8) solely for the purpose of determining the amount available for Restricted Payments under clause (1) of the definition of "Cumulative Credit," the Net Income for such period of any Restricted Subsidiary (other than any Guarantor) shall be excluded to the extent that the declaration or payment of dividends or similar distributions by such Restricted Subsidiary of its Net Income is not at the date of determination permitted without any prior governmental approval (which has not been obtained) or, directly or indirectly, by the operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, unless such restrictions with respect to the payment of dividends or similar distributions have been legally waived; *provided* that the Consolidated Net Income of such Person shall be increased by the amount of dividends or other distributions or other payments actually paid in cash (or converted into cash) by any such Restricted Subsidiary to such Person, to the extent not already included therein;

(9) any impairment charges or asset write-offs, in each case pursuant to GAAP, and the amortization of intangibles and other fair value adjustments arising pursuant to GAAP shall be excluded;

(10) any non-cash expense realized or resulting from stock option plans, employee benefit plans or post-employment benefit plans, or grants or sales of stock, stock appreciation or similar rights, stock options, restricted stock, preferred stock or other rights shall be excluded;

(11) any (a) non-cash compensation charges, (b) costs and expenses after the Issue Date related to employment of terminated employees, or (c) costs or expenses realized in connection with or resulting from stock appreciation or similar rights, stock options or other rights existing on the Issue Date of officers, directors and employees, in each case of such Person or any Restricted Subsidiary, shall be excluded;

(12) accruals and reserves that are established or adjusted within 12 months after the Issue Date and that are so required to be established or adjusted in accordance with GAAP or as a result of adoption or modification of accounting policies shall be excluded;

(13) non-cash gains, losses, income and expenses resulting from fair value accounting required by the applicable standard under GAAP and related interpretations shall be excluded;

(14) any currency translation gains and losses related to currency remeasurements of Indebtedness, and any net loss or gain resulting from hedging transactions for currency exchange risk, shall be excluded;

(15) (a) to the extent covered by insurance and actually reimbursed, or, so long as such Person has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is (i) not denied by the applicable carrier in writing within 180 days and (ii) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within 365 days), expenses with respect to liability or casualty events or business interruption shall be excluded and (b) amounts actually received from insurance in respect of lost revenues or earnings in respect of liability or casualty events or business interruption, and reimbursements of any expenses and charges pursuant to indemnification or other reimbursement provisions in connection with any Permitted Investment or any sale, conveyance, transfer or other disposition of assets permitted under this Indenture, shall be included; and

(16) non-cash charges for deferred tax asset valuation allowances shall be excluded.

Notwithstanding the foregoing, for the purpose of Section 4.04 only, there shall be excluded from Consolidated Net Income any dividends, repayments of loans or advances or other transfers of assets from Unrestricted Subsidiaries or Restricted Subsidiaries to the extent such dividends, repayments or transfers increase the amount of Restricted Payments permitted under Section 4.04 pursuant to clauses (4) and (5) of the definition of "Cumulative Credit."

"Consolidated Non-Cash Charges" means, with respect to any Person for any period, the non-cash expenses (other than Consolidated Depreciation and Amortization Expense) of such Person and its Restricted Subsidiaries reducing Consolidated Net Income of such Person for such period on a consolidated basis and otherwise determined in accordance with GAAP; *provided* that if any such non-cash expenses represent an accrual or reserve for potential cash items in any future period, the cash payment in respect thereof in such future period shall be subtracted from EBITDA in such future period to the extent paid, but excluding from this proviso, for the avoidance of doubt, amortization of a prepaid cash item that was paid in a prior period.

“Consolidated Secured Debt Ratio” means the ratio of (1) (a) the aggregate principal amount of Secured Indebtedness (and without duplication the aggregate “net investment” outstanding under any Permitted Receivables Financing) minus (b) the aggregate amount of unrestricted cash and Cash Equivalents of the Issuer and its Restricted Subsidiaries to (2) EBITDA for the most recently ended four fiscal quarters for which financial statements are available immediately preceding the date of determination, with such pro forma adjustments to EBITDA as would be required under the second paragraph of the definition of “Fixed Charge Coverage Ratio” in performing a calculation thereof; *provided* that the pro forma calculation would not give effect to any Indebtedness Incurred on the applicable calculation date pursuant to Section 4.03(b)(i); *provided, further*, that for purposes of the calculation of Consolidated Secured Debt Ratio, in connection with the Incurrence of any Indebtedness pursuant to Section 4.03(b)(i), such Person may elect, pursuant to an Officer’s Certificate delivered to the Trustee, to treat all or any portion of the commitment (such amount elected until revoked as described below, the “Elected Amount”) under any Indebtedness secured by a Lien as being Incurred as of the applicable calculation date, in which case (i) any subsequent Incurrence of such Indebtedness secured by Liens under such commitment (so long as the total amount under such Indebtedness does not exceed the Elected Amount) shall not be deemed, for purposes of this calculation, to be an Incurrence of additional Indebtedness at such subsequent time, (ii) such Person may revoke an election of an Elected Amount pursuant to an Officer’s Certificate delivered to the Trustee and (iii) for purposes of all subsequent calculations of the Consolidated Secured Debt Ratio at any time during which such commitment remains effective, the Elected Amount (if any) shall be deemed to be outstanding, whether or not such amount is actually outstanding.

“Consolidated Taxes” means, with respect to any Person for any period, the provision for taxes based on income, profits or capital, including, without limitation, state, franchise, property and similar taxes, foreign withholding taxes (including penalties and interest related to such taxes or arising from tax examinations) taken into account in calculating Consolidated Net Income.

“Contingent Obligations” means, with respect to any Person, any obligation of such Person guaranteeing any leases, dividends or other obligations that do not constitute Indebtedness (“primary obligations”) of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor,

(2) to advance or supply funds:

(a) for the purchase or payment of any such primary obligation; or

(b) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

“Corporate Trust Office” means the designated office of the Trustee in the United States of America at which at any time its corporate trust business shall be administered, or such other address as the Trustee may designate from time to time by notice to the holders and the Issuer, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the holders and the Issuer).

“Credit Agreement” means (i) the Amended and Restated Credit Agreement, dated as of the Issue Date, among TriMas Company LLC, as borrower, the Issuer, as parent guarantor, the subsidiary named therein, the financial institutions named therein and J.P. Morgan Chase Bank, N.A., as administrative agent, swing line lender and L/C issuer, as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), restructured, repaid, refunded, refinanced or otherwise modified from time to time, including any agreement or indenture extending the maturity thereof, refinancing, replacing or otherwise restructuring all or any portion of the Indebtedness under such agreement or agreements or indenture or indentures or any successor or replacement agreement or agreements or indenture or indentures or increasing the amount loaned or issued thereunder or altering the maturity thereof (except to the extent any such refinancing, replacement or restructuring is designated by the Issuer to not be included in the definition of “Credit Agreement”) and (ii) whether or not the credit agreement referred to in clause (i) remains outstanding, if designated by the Issuer to be included in the definition of “Credit Agreement,” one or more (A) debt facilities or commercial paper facilities, providing for revolving credit loans, term loans, securitization or receivables financing (including through the sale of receivables to lenders or to special purpose entities formed to borrow from lenders against such receivables) or letters of credit, (B) debt securities, indentures or other forms of debt financing (including convertible or exchangeable debt instruments or bank guarantees or bankers’ acceptances), or (C) instruments or agreements evidencing any other Indebtedness, in each case, with the same or different borrowers or issuers and, in each case, as amended, supplemented, modified, waived, extended, restructured, repaid, renewed, refinanced, restated, replaced (whether or not upon termination, and whether with the original lenders or otherwise) or refunded in whole or in part from time to time.

“Credit Agreement Documents” means the collective reference to any Credit Agreement, any notes issued pursuant thereto and the guarantees thereof, and the collateral documents relating thereto, as amended, supplemented, restated, renewed, refunded, replaced (whether or not upon termination, and whether with the original lenders or otherwise), restructured, repaid, refinanced or otherwise modified, in whole or in part, from time to time.

“Credit Facility Indebtedness” means any and all amounts payable under or in respect of (a) the Credit Agreement and the other Credit Agreement Documents, as amended, restated, supplemented, waived, replaced (whether or not upon termination, and whether with the original lenders or otherwise), restructured, repaid, refunded, refinanced or otherwise modified from time to time (including after termination of the Credit Agreement), including any agreement or indenture extending the maturity thereof, refinancing, replacing or otherwise restructuring all or any portion of the Indebtedness under such agreement or agreements or indenture or indentures or any successor or replacement agreement or agreements or indenture or indentures or increasing the amount loaned or issued thereunder or altering the maturity thereof, including principal, premium (if any), interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Issuer whether or not a claim for post-filing interest is allowed in such proceedings), fees, charges, expenses, reimbursement obligations, guarantees and all other amounts payable thereunder or in respect thereof and (b) whether or not the Indebtedness referred to in clause (a) remains outstanding, if designated by the Issuer to be included in this definition, one or more (A) debt facilities or commercial paper facilities, providing for revolving credit loans, term loans, reserve-based loans, securitization or receivables financing (including through the sale of receivables to lenders or to special purpose entities formed to borrow from lenders against such receivables) or letters of credit, (B) debt securities, indentures or other forms of debt financing (including

convertible or exchangeable debt instruments or bank guarantees or bankers' acceptances), or (C) instruments or agreements evidencing any other Indebtedness, in each case, with the same or different borrowers or issuers and, in each case, as amended, supplemented, modified, extended, restructured, renewed, refinanced, restated, replaced or refunded in whole or in part from time to time.

"Cumulative Credit" means the sum of (without duplication):

(1) 50% of the Consolidated Net Income of the Issuer for the period (taken as one accounting period) from July 1, 2017 to the end of the Issuer's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, in the case such Consolidated Net Income for such period is a deficit, minus 100% of such deficit), *plus*

(2) 100% of the aggregate net proceeds, including cash and the Fair Market Value (as determined in good faith by the Issuer) of property other than cash, received by the Issuer after the Issue Date (other than net proceeds to the extent such net proceeds have been used to increase the available amount of Indebtedness, Disqualified Stock, or Preferred Stock pursuant to Section 4.03(b)(xiii)) from the issue or sale of Equity Interests of the Issuer or any direct or indirect parent entity of the Issuer (excluding Refunding Capital Stock, Designated Preferred Stock, Excluded Contributions, and Disqualified Stock), including Equity Interests issued upon exercise of warrants or options (other than an issuance or sale to the Issuer or a Restricted Subsidiary), *plus*

(3) 100% of the aggregate amount of contributions to the capital of the Issuer received in cash and the Fair Market Value (as determined in good faith by the Issuer) of property other than cash received by the Issuer after the Issue Date (other than Excluded Contributions, Refunding Capital Stock, Designated Preferred Stock, and Disqualified Stock and other than contributions to the extent such contributions have been used to Incur Indebtedness, Disqualified Stock, or Preferred Stock pursuant to Section 4.03(b)(xiii)), *plus*

(4) 100% of the principal amount of any Indebtedness, or the liquidation preference or maximum fixed repurchase price, as the case may be, of any Disqualified Stock of the Issuer or Preferred Stock of any Restricted Subsidiary issued after the Issue Date (other than Indebtedness or Disqualified Stock issued to a Restricted Subsidiary) which has been converted into or exchanged for Equity Interests in the Issuer (other than Disqualified Stock) or any direct or indirect parent of the Issuer (*provided*, in the case of any such parent, such Indebtedness or Disqualified Stock is retired or extinguished), *plus*

(5) 100% of the aggregate amount received by the Issuer or any Restricted Subsidiary in cash and the Fair Market Value (as determined in good faith by the Issuer) of property other than cash received by the Issuer or any Restricted Subsidiary from:

(A) the sale or other disposition (other than to the Issuer or a Restricted Subsidiary) of Restricted Investments made by the Issuer and the Restricted Subsidiaries and from repurchases and redemptions of such Restricted Investments from the Issuer and the Restricted Subsidiaries by any Person (other than the Issuer or any Restricted Subsidiary) and from repayments of loans or advances, and releases of guarantees, which constituted Restricted Investments (other than in each case to the extent that the Restricted Investment was made pursuant to Section 4.04(b)(vii)),

(B) the sale (other than to the Issuer or a Restricted Subsidiary) of the Capital Stock of an Unrestricted Subsidiary, or

(C) a distribution or dividend from an Unrestricted Subsidiary, *plus*

(6) in the event any Unrestricted Subsidiary has been redesignated as a Restricted Subsidiary or has been merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into the Issuer or a Restricted Subsidiary, the Fair Market Value (as determined in good faith by the Issuer) of such Unrestricted Subsidiary and any other Investment of the Issuer or the Restricted Subsidiaries in such Unrestricted Subsidiary at the time of such redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable) (other than in each case to the extent that the designation of such Subsidiary as an Unrestricted Subsidiary was made pursuant to Section 4.04(b)(vii) or constituted a Permitted Investment), in each case, to the extent such designation and/or Investment was made after the Issue Date.

“Default” means any event which is, or after notice or passage of time or both would be, an Event of Default.

“Designated Non-cash Consideration” means the Fair Market Value (as determined in good faith by the Issuer) of non-cash consideration received by the Issuer or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officer’s Certificate, setting forth such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of such Designated Non-cash Consideration.

“Designated Preferred Stock” means Preferred Stock of the Issuer or any direct or indirect parent of the Issuer (other than Disqualified Stock) that is issued for cash (other than to the Issuer or any of its Subsidiaries or an employee stock ownership plan or trust established by the Issuer or any of its Subsidiaries) and is so designated as Designated Preferred Stock, pursuant to an Officer’s Certificate, on the issuance date thereof.

“Disqualified Stock” means, with respect to any Person, any Capital Stock of such Person which, by its terms (or by the terms of any security into which it is convertible or for which it is redeemable or exchangeable), or upon the happening of any event:

(1) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise (other than as a result of a change of control or asset sale),

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock of such Person or any of its Restricted Subsidiaries, or

(3) is redeemable at the option of the holder thereof, in whole or in part (other than solely as a result of a change of control or asset sale), in each case prior to 91 days after the earlier of the Maturity Date or the date the Notes are no longer outstanding; *provided, however*, that only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock; *provided, further, however*, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of the Issuer or their Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by such Person in order to satisfy applicable statutory or regulatory obligations or as a result of such employee’s termination, death or disability; *provided, further*, that any class of Capital Stock of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of Capital Stock that is not Disqualified Stock shall not be deemed to be Disqualified Stock.



“DTC” means The Depository Trust Company, its nominees, successors and assigns.

“EBITDA” means, with respect to any Person for any period, the Consolidated Net Income of such Person and its Restricted Subsidiaries for such period *plus*, without duplication, to the extent the same was deducted (and not added back) in calculating Consolidated Net Income (other than clause (10) below):

- (1) Consolidated Taxes; *plus*
- (2) Fixed Charges, *plus* amounts excluded from Consolidated Interest Expense as set forth in clauses (1)(r)-(z) in the definition thereof and costs of surety bonds in connection with financing activities; *plus*
- (3) Consolidated Depreciation and Amortization Expense; *plus*
- (4) Consolidated Non-Cash Charges; *plus*
- (5) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of EBITDA pursuant to clause (A) below for any previous period and not added back; *plus*
- (6) business optimization expenses and other restructuring charges, reserves or expenses (which, for the avoidance of doubt, shall include, without limitation, the effect of facility closures, facility consolidations, retention, severance, systems establishment costs, contract termination costs, future lease commitments and excess pension charges) start-up or initial costs for any project or new production line, division or new line of business or other business optimization expenses or reserves including, without limitation, costs or reserves associated with improvements to information technology and accounting functions, integration and facilities opening costs, or any one-time costs incurred in connection with acquisitions and Investments (including travel and out-of-pocket costs, professional fees for legal, accounting and other services, human resources costs (including relocation bonuses), restructuring costs (including recruiting costs and employee severance), management transaction costs, advertising costs, losses associated with temporary decreases in work volume and expenses related to maintaining underutilized personnel) and costs related to the closure and/or consolidation of facilities and the portion of any earn-out, non-compete payments relating to such period or other contingent purchase price obligations and adjustments thereof and purchase price adjustments to the extent such payment is permitted to be paid pursuant to this Indenture and is deducted from net income under GAAP; *plus*
- (7) the amount of loss on sale of Receivables Assets in connection with any Permitted Receivables Financing or Specified Vendor Receivables Financing reducing Consolidated Net Income for such period; *plus*
- (8) any costs or expense incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such cost or expenses are funded with cash proceeds contributed to the capital of the Issuer or any Guarantor or net cash proceeds of an issuance of Equity Interests of the Issuer (other than Disqualified Stock) solely to the extent that such net cash proceeds are excluded from the calculation of the Cumulative Credit; *plus*

(9) with respect to any joint venture that is not a Subsidiary and solely to the extent relating to any net income referred to in clause (7) of the definition of “Consolidated Net Income,” an amount equal to the proportion of those items described in clauses (1) and (2) above relating to such joint venture corresponding to the Issuer’s and the Restricted Subsidiaries’ proportionate share of such joint venture’s Consolidated Net Income (determined as if such joint venture were a Subsidiary); *plus*

(10) the amount of annual “run rate” cost savings, operating expense reductions and synergies related to mergers and other business combinations, acquisitions, divestitures, restructurings, cost savings initiatives and other similar transactions or initiatives consummated after the Issue Date that are reasonably identifiable and factually supportable and projected by the Issuer in good faith to result from actions that been taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of the Issuer) within 24 months after a merger or other business combination, acquisition, divestiture, restructuring, cost savings initiative or other transaction or initiative is consummated, net of the amount of actual benefits realized during such period from such actions; *plus*

(11) all adjustments of the nature used in connection with the calculation of “Adjusted EBITDA” as set forth under the caption “Summary—Summary Historical Consolidated Financial and Other Data” in the Offering Memorandum to the extent such adjustments, without duplication, continue to be applicable to such period;

*less*, without duplication, to the extent the same increased Consolidated Net Income,

(A) non-cash items increasing Consolidated Net Income for such period (excluding any items which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges that reduced EBITDA in any prior period).

“Equity Interests” means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

“Equity Offering” means any public or private sale after the Issue Date of common Capital Stock or Preferred Stock of the Issuer or any direct or indirect parent of the Issuer, as applicable (other than Disqualified Stock), other than:

- (1) public offerings with respect to the Issuer’s or such direct or indirect parent’s common stock registered on Form S-4 or Form S-8;
- (2) issuances to any Subsidiary of the Issuer; and
- (3) any such public or private sale that constitutes an Excluded Contribution.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Excluded Contributions” means the Cash Equivalents or other assets (valued at their Fair Market Value as determined in good faith by senior management or the Board of Directors of the Issuer) received by the Issuer after the Issue Date from:

- (1) contributions to its common equity capital, and

(2) the sale (other than to a Subsidiary of the Issuer or to any Subsidiary management equity plan or stock option plan or any other management or employee benefit plan or agreement) of Capital Stock (other than Disqualified Stock and Designated Preferred Stock) of the Issuer,

in each case designated as Excluded Contributions pursuant to an Officer's Certificate.

“Fair Market Value” means, with respect to any asset or property, the price which could be negotiated in an arm's-length transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction.

“Financing Lease Obligation” means an obligation that is required to be classified and accounted for as a financing or capital lease (and, for the avoidance of doubt, not a straight-line or operating lease) on both the balance sheet and income statement for financial reporting purposes in accordance with GAAP as in effect on the Issue Date. At the time any determination thereof is to be made, the amount of the liability in respect of a financing or capital lease would be the amount required to be reflected as a liability on such balance sheet (excluding the footnotes thereto) in accordance with GAAP as in effect on the Issue Date.

“Fixed Charge Coverage Ratio” means, with respect to any Person for any period, the ratio of EBITDA of such Person for such period to the Fixed Charges of such Person for such period.

In the event that the Issuer or any of the Restricted Subsidiaries Incurs, repays, repurchases or redeems any Indebtedness (other than in the case of Indebtedness Incurred under revolving credit facility for working capital purposes or any Permitted Receivables Financing, in which case interest expense shall be computed based upon the average daily balance of such Indebtedness during the applicable period) or issues, repurchases or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated but prior to the event for which the calculation of the Fixed Charge Coverage Ratio is made (the “Fixed Charge Calculation Date”), then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect to such Incurrence, repayment, repurchase or redemption of Indebtedness, or such issuance, repurchase or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period; *provided, however*, that the *pro forma* calculation shall not give effect to any Indebtedness Incurred on the Fixed Charge Calculation Date pursuant to Section 4.03(b); *provided, further*, that for purposes of the calculation of the Fixed Charge Coverage Ratio, in connection with the Incurrence of any Indebtedness pursuant to Section 4.03(a), such Person may elect, pursuant to an Officer's Certificate delivered to the Trustee, to treat an Elected Amount under any Indebtedness which is to be Incurred (or any commitment in respect thereof) as being Incurred as of the Fixed Charge Calculation Date, in which case (i) any subsequent Incurrence of such Indebtedness under such commitment (so long as the total amount under such Indebtedness does not exceed the Elected Amount) shall not be deemed, for purposes of this calculation, to be an Incurrence of additional Indebtedness at such subsequent time, (ii) such Person may revoke an election of an Elected Amount pursuant to an Officer's Certificate delivered to the Trustee and (iii) for subsequent calculations of the Fixed Charge Coverage Ratio, the Elected Amount (if any) shall be deemed to be outstanding, whether or not such amount is actually outstanding.

For purposes of making the computation referred to above, Investments, acquisitions, dispositions, mergers, amalgamations, consolidations and discontinued operations (as determined in accordance with GAAP), in each case with respect to an operating unit of a business, and any operational changes, business realignment projects or initiatives, restructurings or reorganizations that the Issuer or

any Restricted Subsidiary has determined to make and/or made during the four-quarter reference period or subsequent to such reference period and on or prior to or simultaneously with the Fixed Charge Calculation Date (each, for purposes of this definition, a “pro forma event”) shall be calculated on a *pro forma* basis assuming that all such Investments, acquisitions, dispositions, mergers, amalgamations, consolidations, discontinued operations and other operational changes, business realignment projects or initiatives, restructurings or reorganizations (and the change of any associated fixed charge obligations and the change in EBITDA resulting therefrom) had occurred on the first day of the four-quarter reference period. If since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Issuer or any Restricted Subsidiary since the beginning of such period shall have made any Investment, acquisition, disposition, merger, consolidation, amalgamation, discontinued operation, operational change, business realignment project or initiative, restructuring or reorganization, in each case with respect to an operating unit of a business, that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect thereto for such period as if such Investment, acquisition, disposition, discontinued operation, merger, amalgamation, consolidation, operational change, business realignment project or initiative, restructuring or reorganization had occurred at the beginning of the applicable four-quarter period. If since the beginning of such period any Restricted Subsidiary is designated an Unrestricted Subsidiary or any Unrestricted Subsidiary is designated a Restricted Subsidiary, then the Fixed Charge Coverage Ratio shall be calculated giving *pro forma* effect thereto for such period as if such designation had occurred at the beginning of the applicable four-quarter period.

For purposes of this definition, whenever *pro forma* effect is to be given to any *pro forma* event, the *pro forma* calculations shall be made in good faith by a responsible financial or accounting officer of the Issuer. Any such *pro forma* calculation may include adjustments appropriate, in the reasonable good faith determination of the Issuer as set forth in an Officer’s Certificate, to reflect operating expense reductions and other operating improvements or synergies reasonably expected to result from the applicable event within 24 months of the date the applicable event is consummated and, in each case, calculated in accordance with, and subject to, the provisions of clause (10) of the definition of “EBITDA.”

If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the Fixed Charge Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness if such Hedging Obligation has a remaining term in excess of 12 months). Interest on a Financing Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Financing Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a Eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as the Issuer may designate.

For purposes of this definition, any amount in a currency other than U.S. dollars will be converted to U.S. dollars based on the average exchange rate for such currency for the most recent twelve-month period immediately prior to the date of determination in a manner consistent with that used in calculating EBITDA for the applicable period.

“Fixed Charges” means, with respect to any Person for any period, the sum, without duplication, of: (1) Consolidated Interest Expense (excluding amortization or write-off of deferred financing costs) of such Person for such period, and (2) all cash dividend payments (excluding items eliminated in consolidation) on any series of Preferred Stock or Disqualified Stock of such Person and its Restricted Subsidiaries.

“Foreign Subsidiary” means a Restricted Subsidiary not organized or existing under the laws of the United States of America or any state thereof or the District of Columbia.

“GAAP” means (1) generally accepted accounting principles in the United States of America which are in effect from time to time, it being understood that, for purposes of this Indenture, all references to codified accounting standards specifically named in this Indenture shall be deemed to include any successor, replacement, amendment or updated accounting standard under GAAP or (2) if elected by the Issuer by written notice to the Trustee in connection with the delivery of financial statements and information, the accounting standards and interpretations (“IFRS”) adopted by the International Accounting Standard Board, as in effect on the first date of the period for which the Issuer is making such election; *provided*, that (a) any such election once made shall be irrevocable, (b) all financial statements and reports required to be provided after such election pursuant to this Indenture shall be prepared on the basis of IFRS, (c) from and after such election, all ratios, computations and other determinations based on GAAP contained in this Indenture shall be computed in conformity with IFRS, (d) in connection with the delivery of financial statements (x) for any of its first three financial quarters of any financial year, it shall restate its consolidated interim financial statements for such interim financial period and the comparable period in the prior year to the extent previously prepared in accordance with GAAP and (y) for delivery of audited annual financial information, it shall provide consolidated historical financial statements prepared in accordance with IFRS for the prior most recent fiscal year to the extent previously prepared in accordance with GAAP as in effect on the first date of the period in which the Issuer is making such election. For the avoidance of doubt, solely making an election (without any other action) referred to in this definition will not be treated as an incurrence of Indebtedness.

“guarantee” means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, letters of credit and reimbursement agreements in respect thereof), of all or any part of any Indebtedness or other obligations. The amount of any guarantee shall be deemed to be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such person in good faith.

“Guarantee” means any guarantee of the obligations of the Issuer under this Indenture and the Notes by any Guarantor in accordance with the provisions of this Indenture.

“Guarantor” means (x) the Guarantors on the Issue Date and (y) any Subsidiary of the Issuer that Incurs a Guarantee after the Issue Date; *provided* that upon the release or discharge of such Person from its Guarantee in accordance with this Indenture, such Person shall cease to be a Guarantor.

“Hedging Obligations” means, with respect to any Person, the obligations of such Person under:

(1) currency exchange, interest rate or commodity swap agreements, currency exchange, interest rate or commodity cap agreements and currency exchange, interest rate or commodity collar agreements; and

(2) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange, interest rates or commodity prices.

“holder” or “noteholder” means the Person in whose name a Note is registered on the Registrar’s books.

“Incur” means issue, assume, guarantee, incur or otherwise become liable for; *provided, however*, that any Indebtedness or Capital Stock of a Person existing at the time such person becomes a Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary.

“Indebtedness” means, with respect to any Person:

(1) the principal of any indebtedness of such Person, whether or not contingent, (a) in respect of borrowed money, (b) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers’ acceptances (or, without duplication, reimbursement agreements in respect thereof), (c) representing the deferred and unpaid purchase price of any property (except any such balance that constitutes (i) a trade payable or similar obligation to a trade creditor arising in the ordinary course of business, (ii) any earn-out obligations until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and (iii) liabilities accrued in the ordinary course of business), which purchase price is due more than twelve months after the date of placing the property in service or taking delivery and title thereto, (d) in respect of Financing Lease Obligations, or (e) representing any Hedging Obligations, if and to the extent that any of the foregoing indebtedness would appear as a liability on a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(2) to the extent not otherwise included, any obligation of such Person to be liable for, or to pay, as obligor, guarantor or otherwise, the obligations referred to in clause (1) of another Person (other than by endorsement of negotiable instruments for collection in the ordinary course of business); and

(3) to the extent not otherwise included, Indebtedness of another Person secured by a Lien on any asset owned by such Person (whether or not such Indebtedness is assumed by such Person); *provided, however*, that the amount of such Indebtedness will be the lesser of: (a) the Fair Market Value (as determined in good faith by the Issuer) of such asset at such date of determination, and (b) the amount of such Indebtedness of such other Person;

*provided, however*, that, notwithstanding the foregoing, Indebtedness shall be deemed not to include (1) Contingent Obligations incurred in the ordinary course of business and not in respect of borrowed money; (2) deferred or prepaid revenues; (3) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller; (4) deferred compensation to employees of the Issuer or any Restricted Subsidiary incurred in the ordinary course of business; (5) trade and other ordinary course payables, accrued expenses and liabilities arising in the ordinary course of business; (6) obligations in respect of cash management services; (7) in the case of the Issuer and the Restricted Subsidiaries (x) all intercompany Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business and (y) intercompany liabilities in connection with cash management, tax and accounting operations of the Issuer and the Restricted Subsidiaries; (8) Non-Financing Lease Obligations, and (9) any obligations under Hedging Obligations or Swap Contracts; *provided* that such agreements are entered into for bona fide hedging purposes of the Issuer or the Restricted Subsidiaries (as determined in good faith by the Issuer, whether or not accounted for as a hedge in accordance with GAAP) and, in the case of any

foreign exchange contract, currency swap agreement, futures contract, option contract or other similar agreement, such agreements are related to business transactions of the Issuer or the Restricted Subsidiaries entered into in the ordinary course of business and, in the case of any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement, such agreements substantially correspond in terms of notional amount, duration and interest rates, as applicable, to Indebtedness of the Issuer or the Restricted Subsidiaries Incurred without violation of this Indenture.

Notwithstanding anything in this Indenture to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of Statement of Financial Accounting Standards No. 133 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under this Indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness; and any such amounts that would have constituted Indebtedness under this Indenture but for the application of this sentence shall not be deemed an Incurrence of Indebtedness under this Indenture.

“Indenture” means this Indenture, as amended or supplemented from time to time.

“Independent Financial Advisor” means an accounting, appraisal or investment banking firm or consultant, in each case of nationally recognized standing, that is, in the good faith determination of the Issuer, qualified to perform the task for which it has been engaged.

“Interest Payment Date” has the meaning set forth in Exhibit A hereto.

“Investment Grade Rating” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s or BBB- (or the equivalent) by S&P, or an equivalent rating by any other Rating Agency in the event that either Moody’s and/or S&P has not then rated the Notes.

“Investment Grade Securities” means:

(1) securities issued or directly and fully guaranteed or insured by the U.S. government or any agency or instrumentality thereof (other than Cash Equivalents);

(2) securities that have a rating equal to or higher than Baa3 (or equivalent) by Moody’s and BBB- (or equivalent) by S&P, but excluding any debt securities or loans or advances between and among the Issuer and its Subsidiaries;

(3) investments in any fund that invests exclusively in investments of the type described in clauses (1) and (2) which fund may also hold material amounts of cash pending investment and/or distribution; and

(4) corresponding instruments in countries other than the United States customarily utilized for high quality investments and in each case with maturities not exceeding two years from the date of acquisition.

“Investments” means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of loans (including guarantees), advances or capital contributions (excluding accounts or notes receivable, trade credit and advances to customers and commission, payroll, travel and similar advances to officers, employees and consultants, in each case, made in the ordinary course of business and any assets or securities received in satisfaction or partial satisfaction thereof from

financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss and any prepayments and other credits to suppliers made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities issued by any other Person and investments that are required by GAAP to be classified on the balance sheet of such Person in the same manner as the other investments included in this definition to the extent such transactions involve the transfer of cash or other property. For purposes of the definition of “Unrestricted Subsidiary” and Section 4.04:

(1) “Investments” shall include the portion (proportionate to the Issuer’s equity interest in such Subsidiary) of the Fair Market Value (as determined in good faith by the Issuer) of the net assets of such Subsidiary at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided, however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Issuer shall be deemed to continue to have a permanent “Investment” in an Unrestricted Subsidiary equal to an amount (if positive) equal to:

(a) the Issuer’s “Investment” in such Subsidiary at the time of such redesignation, less

(b) the portion (proportionate to the Issuer’s equity interest in such Subsidiary) of the Fair Market Value (as determined in good faith by the Issuer) of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its Fair Market Value (as determined in good faith by the Issuer) at the time of such transfer, in each case as determined in good faith by the Board of Directors of the Issuer.

“Issue Date” means the date on which the Notes are originally issued.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or similar encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement or any lease in the nature thereof); *provided* that in no event shall an operating lease or an agreement to sell be deemed to constitute a Lien.

“Limited Condition Acquisition” means any acquisition, including by way of merger, amalgamation or consolidation, by the Issuer or one or more of its Restricted Subsidiaries whose consummation is not conditioned upon the availability of, or on obtaining, third party financing; *provided* that Consolidated Net Income (and any other financial term derived therefrom), other than for purposes of calculating any ratios in connection with the Limited Condition Acquisition, shall not include any Consolidated Net Income of or attributable to the target company or assets associated with any such Limited Condition Acquisition unless and until the closing of such Limited Condition Acquisition shall have actually occurred.

“Market Capitalization” means an amount equal to (i) the total number of issued and outstanding shares of common Equity Interests of the Issuer or any direct or indirect parent on the date of the declaration of a Restricted Payment permitted under Section 4.04(b)(viii)(B) multiplied by (ii) the arithmetic mean of the closing prices per share of such common Equity Interests on the principal securities exchange on which such common Equity Interests are traded or quoted for the 30 consecutive trading days immediately preceding the date of declaration of such Restricted Payment.

“Maturity Date” means October 15, 2025.



“Moody’s” means Moody’s Investors Service, Inc. or any successor to the rating agency business thereof.

“Net Income” means, with respect to any Person, the net income (loss) of such Person and its Restricted Subsidiaries, determined in accordance with GAAP and before any reduction in respect of Preferred Stock dividends.

“Net Proceeds” means the aggregate cash proceeds received by the Issuer or any Restricted Subsidiary in respect of any Asset Sale (including, without limitation, any cash received in respect of or upon the sale or other disposition of any Designated Non-cash Consideration received in any Asset Sale and any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received, but excluding the assumption by the acquiring person of Indebtedness relating to the disposed assets or other consideration received in any other non-cash form), net of the direct costs relating to such Asset Sale and the sale or disposition of such Designated Non-cash Consideration (including, without limitation, legal, accounting and investment banking fees, and brokerage and sales commissions), and any relocation expenses Incurred as a result thereof, taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements related solely to such disposition), amounts required to be applied to the repayment of principal, premium (if any) and interest on Indebtedness required (other than pursuant to Section 4.06(b)) to be paid as a result of such transaction, all distributions and other payments required to be made to holders of non-controlling interests in Subsidiaries or in joint ventures, limited liability companies, partnerships or other Persons as a result of such Asset Sale, and any deduction of appropriate amounts to be provided by the Issuer and the Restricted Subsidiaries as a reserve in accordance with GAAP against any liabilities associated with the asset disposed of in such transaction and retained by the Issuer and the Restricted Subsidiaries after such sale or other disposition thereof, including, without limitation, pension, severance and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction.

“Non-Financing Lease Obligation” means a lease obligation that is not required to be classified and accounted for as a financing or capital lease on both the balance sheet and the income statement for financial reporting purposes in accordance with GAAP. For the avoidance of doubt, a straight-line or operating lease shall be considered a Non-Financing Lease Obligation.

“Notes Obligations” means Obligations in respect of the Notes, this Indenture and the Guarantees.

“Obligations” means any principal, interest, penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers’ acceptances), damages and other liabilities payable under the documentation governing any Indebtedness; *provided* that Obligations with respect to the Notes shall not include fees or indemnifications in favor of third parties other than the Trustee and the holders of the Notes.

“Offering Memorandum” means the offering memorandum, dated September 13, 2017, relating to the issuance of the Initial Notes.

“Officer” means, with respect to any Person, the Chairman of the Board, Chief Executive Officer, Chief Financial Officer, President, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or the Secretary of such Person.

“Officer’s Certificate” means, with respect to any Person, a certificate signed on behalf of such Person by the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of such Person, which meets the requirements set forth in this Indenture.

“Opinion of Counsel” means, with respect to any Person, a written opinion from legal counsel who is reasonably acceptable to the Trustee. The counsel may be an employee of or counsel to such Person.

“Pari Passu Indebtedness” means: (a) with respect to the Issuer, the Notes and any Indebtedness which ranks pari passu in right of payment to the Notes; and (b) with respect to any Guarantor, its Guarantee and any Indebtedness which ranks pari passu in right of payment to such Guarantor’s Guarantee.

“Permitted Investments” means:

- (1) any Investment in the Issuer or any Restricted Subsidiary;
- (2) any Investment in Cash Equivalents or Investment Grade Securities;
- (3) any Investment by the Issuer or any Restricted Subsidiary in a Person that is engaged in a Similar Business if as a result of such Investment (a) such Person becomes a Restricted Subsidiary, or (b) such Person, in one transaction or a series of related transactions, is merged, consolidated or amalgamated with or into, or transfers or conveys all or substantially all of its assets to, or is liquidated into, the Issuer or a Restricted Subsidiary;
- (4) any Investment in securities or other assets not constituting Cash Equivalents and received in connection with an Asset Sale made pursuant to Section 4.06 or any other disposition of assets not constituting an Asset Sale;
- (5) any Investment existing on, or made pursuant to binding commitments existing on, the Issue Date or an Investment consisting of any extension, modification or renewal of any Investment existing on the Issue Date; *provided* that the amount of any such Investment may be increased (x) as required by the terms of such Investment as in existence on the Issue Date or (y) as otherwise permitted under this Indenture;
- (6) loans and advances to officers, directors, employees or consultants of the Issuer or any of its Subsidiaries (i) in the ordinary course of business in an aggregate outstanding amount (valued at the time of the making thereof, and without giving effect to any write-downs or write-offs thereof) not to exceed \$5.0 million at the time of Incurrence, (ii) in respect of payroll payments and expenses in the ordinary course of business and (iii) in connection with such person’s purchase of Equity Interests of the Issuer or any direct or indirect parent of the Issuer solely to the extent that the amount of such loans and advances shall be contributed to the Issuer in cash as common equity;
- (7) any Investment acquired by the Issuer or any Restricted Subsidiary (a) in exchange for any other Investment or accounts receivable held by the Issuer or such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the issuer of such other Investment or accounts receivable, or (b) as a result of a foreclosure by the Issuer or any Restricted Subsidiary with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(8) Swap Contracts entered into in the ordinary course of business and not for speculative purposes not prohibited under this Indenture;

(9) additional Investments by the Issuer or any Restricted Subsidiary having an aggregate Fair Market Value (as determined in good faith by the Issuer), taken together with all other Investments made pursuant to this clause (9) that are at that time outstanding, not to exceed the sum of (x) the greater of \$50.0 million and 5.0% of Total Assets, *plus* (y) an amount equal to any returns (including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts) actually received in respect of any such Investment (with the Fair Market Value of each Investment being measured at the time made and without giving effect to subsequent changes in value); *provided, however*, that if any Investment pursuant to this clause (9) is made in any Person that is not the Issuer or a Restricted Subsidiary at the date of the making of such Investment and such Person becomes the Issuer or a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) above and shall cease to have been made pursuant to this clause (9) for so long as such Person continues to be the Issuer or a Restricted Subsidiary;

(10) loans and advances to officers, directors or employees for business-related travel expenses, moving expenses and other similar expenses, in each case Incurred in the ordinary course of business or consistent with past practice or to fund such person's purchase of Equity Interests of the Issuer or any direct or indirect parent of the Issuer;

(11) Investments the payment for which consists of Equity Interests of the Issuer (other than Disqualified Stock) or any direct or indirect parent of the Issuer, as applicable; *provided, however*, that such Equity Interests will not increase the amount available for Restricted Payments under clause (3) of the definition of "Cumulative Credit";

(12) any transaction to the extent it constitutes an Investment that is permitted by and made in accordance with the provisions of Section 4.07(b) (except transactions described in clauses (ii), (iv), (vi), (ix)(B) and (xv) of Section 4.07(b));

(13) guarantees issued in accordance with Section 4.03 and Section 4.11, including, without limitation, any guarantee or other obligation issued or incurred under the Credit Agreement in connection with any letter of credit issued for the account of the Issuer or any of its Subsidiaries (including with respect to the issuance of, or payments in respect of drawings under, such letters of credit);

(14) Investments consisting of or to finance purchases and acquisitions of inventory, supplies, materials, services or equipment or purchases of contract rights or licenses or leases of intellectual property;

(15) any Investment in a Similar Business having an aggregate fair market value taken together with all other Investments made pursuant to this clause (15) that are at that time outstanding not to exceed the greater of (x) \$25.0 million and (y) 2.5% of Total Assets (in each case, determined on the date such Investment is made, with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value); *provided, however*, that if any Investment pursuant to this clause (15) is made in any Person that is not a Restricted Subsidiary of the Issuer at the date of the making of such Investment and such Person becomes a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (3) above and shall cease to have been made pursuant to this clause (15);

(16) lease, utility and other similar deposits in the ordinary course of business;;

(17) Investments of a Restricted Subsidiary acquired after the Issue Date or of an entity merged into, amalgamated with, or consolidated with the Issuer or a Restricted Subsidiary in a transaction that is not prohibited by Section 5.01 after the Issue Date to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(18) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Uniform Commercial Code Article 4 customary trade arrangements with customers;

(19) Investments in any Person to the extent such Investments consist of prepaid expenses, negotiable instruments held for collection, and lease, utility, workers' compensation, performance and similar deposits made in the ordinary course of business;

(20) the acquisition by the Receivables Subsidiary in connection with any Permitted Receivables Financing or Specified Vendor Receivables Financing of Equity Interests of a trust or other Person established by the Receivables Subsidiary to effect such Permitted Receivables Financing or Specified Vendor Receivables Financing; and any other Investment by the Issuer or a Restricted Subsidiary of the Issuer in the Receivables Subsidiary or any Investment by the Receivables Subsidiary in any other Person in connection with any Permitted Receivables Financing or Specified Vendor Receivables Financing;

(21) any Investment in any Subsidiary of the Issuer or any joint venture in connection with intercompany cash management arrangements or related activities arising in the ordinary course of business; and

(22) Investments received in compromise or resolution of litigation, arbitration or other disputes.

"Permitted Liens" means, with respect to any Person:

(1) pledges or deposits and other Liens granted by such Person under workmen's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or U.S. government bonds to secure surety or appeal bonds, performance and return of money bonds, or deposits as security for contested taxes or import duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(2) Liens imposed by law, such as landlord's, carriers', warehousemen's, mechanics', materialmen's, repairmen's, construction or other like Liens securing obligations that are not overdue by more than 60 days or that are being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review;

(3) Liens for taxes, assessments or other governmental charges not yet subject to penalties for nonpayment or that are being contested in good faith by appropriate proceedings;

- (4) Liens in favor of issuers of performance and surety bonds or bid bonds or with respect to other regulatory requirements or letters of credit, bankers' acceptances or similar obligations issued pursuant to the request of and for the account of such Person in the ordinary course of its business;
- (5) minor survey exceptions, minor encumbrances, trackage rights, special assessments, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, servicing agreements, development agreements, site plan agreements and other similar encumbrances incurred in the ordinary course of business or zoning, building code or other restrictions as to the use of real properties or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not Incurred in connection with Indebtedness and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;
- (6) (A) Liens on assets of a Subsidiary that is not a Guarantor securing Indebtedness of a Subsidiary that is not a Guarantor permitted to be Incurred pursuant to Section 4.03;
- (B) Liens securing Indebtedness Incurred pursuant to Section 4.03(b)(i); and
- (C) Liens securing Obligations in respect of Indebtedness permitted to be Incurred pursuant to clause (iv), (xii), (xiv) (to the extent such guarantees are issued in respect of any Indebtedness) or (xxi) of Section 4.03(b);
- (7) Liens existing on the Issue Date (other than Liens in favor of the agent, lenders and other secured parties under the Credit Agreement Documents);
- (8) Liens on assets, property or shares of stock of a Person at the time such Person becomes a Subsidiary; *provided, however*, that such Liens are not created or Incurred in connection with, or in contemplation of, such other Person becoming such a Subsidiary; *provided, further, however*, that such Liens may not extend to any other property owned by the Issuer or any Restricted Subsidiary (other than pursuant to after-acquired property clauses in effect with respect to such Lien at the time of acquisition on property of the type that would have been subject to such Lien notwithstanding the occurrence of such acquisition);
- (9) Liens on assets or property at the time the Issuer or a Restricted Subsidiary acquired the assets or property, including any acquisition by means of a merger, amalgamation or consolidation with or into the Issuer or any Restricted Subsidiary; *provided, however*, that such Liens are not created or Incurred in connection with, or in contemplation of, such acquisition; *provided, further, however*, that the Liens may not extend to any other property owned by the Issuer or any Restricted Subsidiary (other than pursuant to after-acquired property clauses in effect with respect to such Lien at the time of acquisition on property of the type that would have been subject to such Lien notwithstanding the occurrence of such acquisition);
- (10) Liens securing Indebtedness or other obligations of the Issuer or a Restricted Subsidiary owing to the Issuer or another Restricted Subsidiary permitted to be Incurred in accordance with Section 4.03;
- (11) Liens securing Hedging Obligations and obligations under Swap Contracts, in each case not incurred in violation of this Indenture;

(12) Liens on inventory or other goods and proceeds of any Person securing such Person's obligations in respect of documentary letters of credit, bank guarantees or bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(13) leases and subleases of real property which do not materially interfere with the ordinary conduct of the business of the Issuer or any of the Restricted Subsidiaries;

(14) Liens arising from Uniform Commercial Code financing statement filings regarding operating leases or other obligations not constituting Indebtedness;

(15) Liens in favor of the Issuer or any Guarantor;

(16) (i) Liens on Receivables Assets in respect of any Permitted Receivables Financing and any Specified Vendor Receivables Financing;  
(ii) Liens in respect of sales of accounts receivable by Foreign Subsidiaries permitted by clause (s)(ii) of the definition of "Asset Sale";

(17) pledges and deposits and other Liens made in the ordinary course of business to secure liability to insurance carriers;

(18) Liens on the Equity Interests of Unrestricted Subsidiaries;

(19) leases or subleases, and licenses or sublicenses (including with respect to intellectual property) granted to others in the ordinary course of business;

(20) Liens to secure any refinancing, refunding, extension, renewal or replacement (or successive refinancings, refundings, extensions, renewals or replacements) as a whole, or in part, of any Indebtedness secured by any Lien referred to in clauses (6), (7), (8), (9), (10), (11), (15) and (25) of this definition; *provided, however*, that (x) such new Lien shall be limited to all or part of the same property (including any after acquired property to the extent it would have been subject to the original Lien) that secured the original Lien (plus improvements on and accessions to such property, proceeds and products thereof, customary security deposits and any other assets pursuant to the after-acquired property clauses to the extent such assets secured (or would have secured) the Indebtedness being refinanced, refunded, extended, renewed or replaced), and (y) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (A) the outstanding principal amount (or accreted value, if applicable) or, if greater, committed amount of the applicable Indebtedness described under clauses (6), (7), (8), (9), (10), (11), (15) and (25) of this definition at the time the original Lien became a Permitted Lien under this Indenture, (B) unpaid accrued interest and premiums (including tender premiums), and (C) an amount necessary to pay any underwriting discounts, defeasance costs, commissions, fees and expenses related to such refinancing, refunding, extension, renewal or replacement; *provided, further, however*, that in the case of any Liens to secure any refinancing, refunding, extension or renewal of Indebtedness secured by a Lien referred to in clause (6)(B) or (6)(C), the principal amount of any Indebtedness Incurred for such refinancing, refunding, extension or renewal shall be deemed secured by a Lien under clause (6)(B) or (6)(C) and not this clause (20) for purposes of determining the principal amount of Indebtedness outstanding under clause (6)(B) or (6)(C);

(21) Liens on equipment of the Issuer or any Restricted Subsidiary granted in the ordinary course of business to the Issuer's or such Restricted Subsidiary's client at which such equipment is located;

(22) judgment and attachment Liens not giving rise to an Event of Default and notices of lis pendens and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(23) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of goods entered into in the ordinary course of business;

(24) Liens incurred to secure cash management services or to implement cash pooling arrangements in the ordinary course of business;

(25) other Liens securing obligations the outstanding principal amount of which does not, taken together with the principal amount of all other obligations secured by Liens incurred under this clause (25) that are at that time outstanding, exceed the greater of (x) \$50.0 million and (y) 5.0% of Total Assets;

(26) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any joint venture or similar arrangement securing obligations of such joint venture or pursuant to any joint venture or similar agreement;

(27) any amounts held by a trustee in the funds and accounts under an indenture securing any revenue bonds issued for the benefit of the Issuer or any Restricted Subsidiary, under any indenture issued in escrow pursuant to customary escrow arrangements pending the release thereof, or under any indenture pursuant to customary discharge, redemption or defeasance provisions;

(28) Liens (i) arising by virtue of any statutory or common law provisions relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depository or financial institution (including Section 4-210 of the applicable Uniform Commercial Code), (ii) attaching to commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business or (iii) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(29) Liens (i) in favor of credit card companies pursuant to agreements therewith, (ii) in favor of customers, and (iii) in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation and exportation of goods in the ordinary course of business;

(30) Liens disclosed by the title insurance policies delivered pursuant to the Credit Agreement and any replacement, extension or renewal of any such Lien; *provided* that such replacement, extension or renewal Lien shall not cover any property other than the property that was subject to such Lien prior to such replacement, extension or renewal; *provided, further*, that the Indebtedness and other obligations secured by such replacement, extension or renewal Lien are permitted under this Indenture;

(31) Liens that are contractual rights of set-off relating to purchase orders and other agreements entered into with customers, suppliers or service providers of the Issuer or any Restricted Subsidiary in the ordinary course of business;

(32) in the case of real property that constitutes a leasehold interest, (i) any Lien to which the fee simple interest (or any superior leasehold interest) is subject or (ii) any Lien in favor of a landlord on leasehold improvements in lease premises;

(33) agreements to subordinate any interest of the Issuer or any Restricted Subsidiary in any accounts receivable or other prices arising from inventory consigned by the Issuer or any such Restricted Subsidiary pursuant to an agreement entered into in the ordinary course of business;

(34) Liens on securities that are the subject of repurchase agreements constituting Cash Equivalents under clause (4) of the definition thereof;

(35) Liens securing insurance premium financing arrangements; *provided* that such Liens are limited to the applicable unearned insurance premiums; and

(36) Liens for the benefit of a seller deemed to attach solely to each earnest money deposits in connection with a letter of intent on an acquisition agreement.

“Permitted Receivables Documents” means the Receivables Purchase Agreement, the Receivables Transfer Agreement and all other documents and agreements relating to any Permitted Receivables Financing.

“Permitted Receivables Financing” means (i)(a) the sale by the Issuer and certain Subsidiaries (other than Foreign Subsidiaries) of Receivables Assets to a Receivables Subsidiary pursuant to the Receivables Purchase Agreement and (b) the sale or pledge of such accounts receivable (or participations therein) by the Receivables Subsidiary to certain purchasers pursuant to the Receivables Transfer Agreement and (ii) any of one or more other receivables or securitization financing facilities as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the Obligations of which are non-recourse (except for customary representations, warranties, covenants and indemnities made in connection with such facilities) to the Issuer or any of its Restricted Subsidiaries (other than a Receivables Subsidiary) pursuant to which the Issuer or any of its Restricted Subsidiaries sells or grants a security interest in Receivables Assets to, or for the benefit of, either (x) a Person that is not a Restricted Subsidiary or (y) a Receivables Subsidiary that in turn sells or grants a security interest in Receivables Assets to, or for the benefit of, a Person that is not a Restricted Subsidiary.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

“Preferred Stock” means any Equity Interest with preferential right of payment of dividends or upon liquidation, dissolution, or winding up.

“Rating Agency” means (1) each of Moody’s and S&P and (2) if Moody’s or S&P ceases to rate the Notes for reasons outside of the Issuer’s control, a “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuer or any direct or indirect parent of the Issuer as a replacement agency for Moody’s or S&P, as the case may be.

“Receivables Assets” means the loans, accounts receivable, financing receivables, other receivables, royalty or other revenue streams and other rights to payment and any assets related thereto subject to a Permitted Receivables Financing or a Specified Vendor Receivables Financing and the proceeds thereof.



“Receivables Fees” means distributions or payments made directly or by means of discounts with respect to any participation interests issued or sold in connection with, and all other fees paid to a Person that is a Restricted Subsidiary in connection with, any Permitted Receivables Financing or Specified Vendor Receivables Financing.

“Receivables Purchase Agreement” means (a) the Amended and Restated Receivables Purchase Agreement dated as of December 29, 2009 among the Receivables Subsidiary, the Issuer and the Subsidiaries party thereto, related to the Permitted Receivables Financing, as the same may be amended, supplemented or otherwise modified from time to time; *provided* that the aggregate amount of all receivables financings pursuant to this clause (a) shall not exceed \$75.0 million at any time outstanding, and (b) any agreement replacing such Receivables Purchase Agreement; *provided, further*, that such replacing agreement contains terms that are substantially similar to those contained in such Receivables Purchase Agreement and that are otherwise no more adverse to the holders than the applicable terms of such Receivables Purchase Agreement.

“Receivables Subsidiary” means: (i) TSPC, Inc., a Nevada corporation and (ii) any Subsidiary formed for the purpose of, and that solely engages only in one or more Permitted Receivables Financing and other activities reasonably related thereto.

“Receivables Transfer Agreement” means (a) the Receivables Transfer Agreement dated as of December 29, 2009 among the Receivables Subsidiary, the Issuer and the purchasers party thereto, relating to the Permitted Receivables Financing, as the same may be amended, supplemented or otherwise modified from time to time and (b) any agreement replacing such Receivables Transfer Agreement; *provided* that such replacing agreement contains terms that are substantially similar to such Receivables Transfer Agreement and that are otherwise no more adverse to the holders than the applicable terms of such Receivables Transfer Agreement.

“Record Date” has the meaning specified in Exhibit A hereto.

“Replacement Assets” means any one or more businesses (provided that if the investment in such business or businesses is in the form of the acquisition of Capital Stock of a Person, such acquisition results in such Person becoming a Restricted Subsidiary of the Issuer), assets, or property or capital expenditures, in each case (a) that are or will be used or useful in a Similar Business or (b) that replace the properties and assets that are the subject of the Asset Sale.

“Restricted Investment” means an Investment other than a Permitted Investment.

“Restricted Subsidiary” means, with respect to any Person, any Subsidiary of such Person other than an Unrestricted Subsidiary of such Person. Unless otherwise indicated in this Indenture, all references to Restricted Subsidiaries shall mean Restricted Subsidiaries of the Issuer.

“Sale/Leaseback Transaction” means an arrangement relating to property now owned or hereafter acquired by the Issuer or a Restricted Subsidiary whereby the Issuer or such Restricted Subsidiary transfers such property to a Person and the Issuer or such Restricted Subsidiary leases it from such Person, other than leases between the Issuer and a Restricted Subsidiary or between Restricted Subsidiaries.

“S&P” means Standard & Poor’s, a division of The McGraw-Hill Companies, Inc., or any successor to the rating agency business thereof.

“SEC” means the Securities and Exchange Commission.

“Secured Indebtedness” means any Indebtedness of the Issuer or any Restricted Subsidiary secured by a Lien.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Significant Subsidiary” means any Restricted Subsidiary that would be a “Significant Subsidiary” within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC (or any successor provisions).

“Similar Business” means any business (x) the majority of whose revenues are derived from business or activities conducted by the Issuer and its Subsidiaries on the Issue Date, (y) that is a natural outgrowth or reasonable extension, development, expansion of any business or activities conducted by the Issuer and its subsidiaries on the Issue Date or any business similar, reasonably related, incidental, complementary or ancillary to any of the foregoing and (z) any business that in the Issuer’s good faith business judgment constitutes a reasonable diversification of businesses conducted by the Issuer and its Subsidiaries.

“Specified Vendor Receivables Financing” means the sale by the Issuer and certain Subsidiaries (other than Foreign Subsidiaries) of Receivables Assets to one or more financial institutions pursuant to third-party financing agreements in transactions constituting “true sales”; *provided* that the aggregate amount of all such receivables financings shall not exceed \$75.0 million at any time outstanding.

“Specified Vendor Receivables Financing Documents” means all documents and agreements relating to Specified Vendor Receivables Financing.

“Stated Maturity” means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless such contingency has occurred).

“Subordinated Indebtedness” means (a) with respect to the Issuer, any Indebtedness of the Issuer which is by its terms subordinated in right of payment to the Notes, and (b) with respect to any Guarantor, any Indebtedness of such Guarantor which is by its terms subordinated in right of payment to its Guarantee.

“Subsidiary” means, with respect to any Person, (1) any corporation, association or other business entity (other than a partnership, joint venture or limited liability company) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, and (2) any partnership, joint venture or limited liability company of which (x) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise, and (y) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

“Suspension Period” means the period of time between a Covenant Suspension Event and the related Reversion Date.

“Swap Contract” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “Master Agreement”), including any such obligations or liabilities under any Master Agreement.

“TIA” means the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbb) as in effect on the Issue Date.

“Total Assets” means the total assets of the Issuer and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, as shown on the most recent balance sheet of the Issuer or such other Person.

“Transactions” means the (a) the issuance and sale of the Notes pursuant to the Offering Memorandum, (b) the entering into of the Credit Agreement and the making of borrowings thereunder on the date of this Indenture, (c) the application of the net proceeds from each of the foregoing as described in the Offering Memorandum and (d) the payment of fees and expenses in connection with each of the foregoing.

“Treasury Rate” means, as of the applicable redemption date, as determined by the Issuer, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two (2) Business Days prior to such redemption date (or, if such Statistical Release is no longer published (or the relevant information is no longer published therein), any publicly available source of similar market data)) most nearly equal to the period from such redemption date to October 15, 2020; *provided, however*, that if the period from such redemption date to October 15, 2020, as applicable, is less than one year, the weekly average yield on actively traded United States Treasury securities adjusted to a constant maturity of one year will be used.

“Trust Officer” means:

(1) any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person’s knowledge of and familiarity with the particular subject, and

(2) who shall have direct responsibility for the administration of this Indenture.

“Trustee” means the party named as such in this Indenture until a successor replaces it and, thereafter, means the successor.

“Uniform Commercial Code” or “UCC” means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items.

“Unrestricted Subsidiary” means:

- (1) any Subsidiary of the Issuer that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors of the Issuer, as applicable, in the manner provided below; and
- (2) any Subsidiary of an Unrestricted Subsidiary.

The Issuer may designate any Subsidiary of the Issuer (including any newly acquired or newly formed Subsidiary of the Issuer) to be an Unrestricted Subsidiary unless at the time of such designation such Subsidiary or any of its Subsidiaries owns any Equity Interests or Indebtedness of, or owns or holds any Lien on any property of the Issuer or any other Restricted Subsidiary that is not a Subsidiary of the Subsidiary to be so designated, in each case at the time of such designation; *provided, however*, that the Subsidiary to be so designated and its Subsidiaries do not at the time of designation have and do not thereafter Incur any Indebtedness pursuant to which the lender has recourse to any of the assets of the Issuer or any of the Restricted Subsidiaries unless otherwise permitted under Section 4.04; *provided, further, however* that either:

- (a) the Subsidiary to be so designated has total consolidated assets of \$1,000 or less; or
- (b) if such Subsidiary has consolidated assets greater than \$1,000, then such designation would be permitted under Section 4.04.

The Issuer may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided, however*, that immediately after giving effect to such designation:

- (x) (1) the Issuer could Incur \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.03(a) or (2) the Fixed Charge Coverage Ratio of the Issuer would be no less than such ratio immediately prior to such designation, in each case on a *pro forma* basis taking into account such designation; and
- (y) no Event of Default shall have occurred and be continuing.

Any such designation by the Issuer shall be evidenced to the Trustee by promptly filing with the Trustee a copy of the resolution of the Board of Directors or any committee thereof of the Issuer giving effect to such designation and an Officer’s Certificate certifying that such designation complied with the foregoing provisions.

“U.S. Government Obligations” means securities that are:

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged, or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America,

which, in each case, are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Exchange Act) as custodian with respect to any such U.S. Government Obligations or a specific payment of principal of or interest on any such U.S. Government Obligations held by such custodian for the account of the holder of such depository receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the U.S. Government Obligations or the specific payment of principal of or interest on the U.S. Government Obligations evidenced by such depository receipt.

“U.S. Obligations” means any obligations (as defined in the Credit Agreement) owing by the Issuer under the Credit Agreement.

“Voting Stock” of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness or Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing (1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment, by (2) the sum of all such payments.

“Wholly Owned Restricted Subsidiary” is any Wholly Owned Subsidiary that is a Restricted Subsidiary.

“Wholly Owned Subsidiary” of any Person means a Subsidiary of such Person 100% of the outstanding Capital Stock or other ownership interests of which (other than directors’ qualifying shares or shares issued to foreign nationals or other third parties pursuant to applicable law) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

#### SECTION 1.02 Other Definitions.

<u>Term</u>	<u>Section</u>
\$	1.03(j)
Affiliate Transaction	4.07(a)
Agent Members	Appendix A
Asset Sale Offer	4.06(b)
Authentication Order	2.03
Bankruptcy Law	6.01
Change of Control Offer	4.08(b)
Change of Control Repurchase Date	4.08(b)(iii)
covenant defeasance option	8.01(b)
Covenant Suspension Event	4.15

<u>Term</u>	<u>Section</u>
Custodian	6.01
Definitive Note	Appendix A
Depository	Appendix A
EDGAR	4.02(a)
Event of Default	6.01
Excess Proceeds	4.06(b)
Global Notes	Appendix A
Global Notes Legend	Appendix A
Guaranteed Obligations incorporated provision	10.01(a) 11.01
Increased Amount	4.12(d)
Initial Notes	Preamble
Initial Purchasers	Appendix A
Issuer	Preamble
legal defeasance option	8.01(b)
Notes	Preamble
Notes Custodian	Appendix A
Notice of Default	6.01
Paying Agent	2.04(a)
Permitted Jurisdictions	5.01(a)
protected purchaser	2.08
QIB	Appendix A
Refinancing Indebtedness	4.03(b)(xv)
Refunding Capital Stock	4.04(b)(ii)
Registrar	2.04(a)
Regulation S	Appendix A
Regulation S Global Notes	Appendix A
Regulation S Notes	Appendix A
Restricted Notes Legend	Appendix A
Restricted Payments	4.04(a)
Restricted Period	Appendix A
Retired Capital Stock	4.04(b)(ii)
Reversion Date	4.15
Rule 144	Appendix A
Rule 144A	Appendix A
Rule 144A Global Notes	Appendix A
Rule 144A Notes	Appendix A
Successor Guarantor	5.1(b)(i)
Successor Issuer	5.01(a)(i)
Suspended Covenants	4.15
Transfer Restricted Definitive Notes	Appendix A
Transfer Restricted Global Notes	Appendix A
Transfer Restricted Notes	Appendix A
Unrestricted Definitive Notes	Appendix A
Unrestricted Global Notes	Appendix A
U.S. dollars	1.03(j)

SECTION 1.03 Rules of Construction. Unless the context otherwise requires:

- (a) a term has the meaning assigned to it;
- (b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;
- (c) “or” is not exclusive;
- (d) “including” means including without limitation;
- (e) words in the singular include the plural and words in the plural include the singular;
- (f) unsecured Indebtedness shall not be deemed to be subordinate or junior to Secured Indebtedness merely by virtue of its nature as unsecured Indebtedness;
- (g) the principal amount of any non-interest bearing or other discount security at any date shall be the principal amount thereof that would be shown on a balance sheet of the issuer dated such date prepared in accordance with GAAP;
- (h) the principal amount of any Preferred Stock shall be (i) the maximum liquidation value of such Preferred Stock or (ii) the maximum mandatory redemption or mandatory repurchase price with respect to such Preferred Stock, whichever is greater;
- (i) unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with GAAP; and
- (j) “\$” and “U.S. dollars” each refer to United States dollars, or such other money of the United States of America that at the time of payment is legal tender for payment of public and private debts.

## **ARTICLE II**

### **THE NOTES**

SECTION 2.01 Amount of Notes. The aggregate principal amount of Notes which may be authenticated and delivered under this Indenture on the Issue Date is \$300,000,000.

The Issuer may from time to time after the Issue Date issue Additional Notes under this Indenture in an unlimited principal amount, so long as (i) the Incurrence of the Indebtedness represented by such Additional Notes is at such time permitted by Section 4.03 as evidenced in an Officer’s Certificate delivered to the Trustee and (ii) such Additional Notes are issued in compliance with the other applicable provisions of this Indenture. With respect to any Additional Notes issued after the Issue Date (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09, 3.08, 4.06(e), 4.08(c) or Appendix A), there shall be (a) established in or pursuant to a resolution of the Board of Directors of the Issuer and (b) (i) set forth or determined in the manner provided in an Officer’s Certificate or (ii) established in one or more indentures supplemental hereto, prior to the issuance of such Additional Notes:

- (1) the aggregate principal amount of such Additional Notes which may be authenticated and delivered under this Indenture;

(2) the issue price and issuance date of such Additional Notes, including the date from which interest on such Additional Notes shall accrue; and

(3) if applicable, that such Additional Notes shall be issuable in whole or in part in the form of one or more Global Notes and, in such case, the respective depositories for such Global Notes, the form of any legend or legends which shall be borne by such Global Notes in addition to or in lieu of those set forth in Exhibit A hereto and any circumstances in addition to or in lieu of those set forth in Section 2.2 of Appendix A in which any such Global Note may be exchanged in whole or in part for Additional Notes registered, or any transfer of such Global Note in whole or in part may be registered, in the name or names of Persons other than the depository for such Global Note or a nominee thereof.

If any of the terms of any Additional Notes are established by action taken pursuant to a resolution of the Board of Directors, a copy of an appropriate record of such action shall be certified by the Secretary or any Assistant Secretary of the Issuer and delivered to the Trustee at or prior to the delivery of the Officer's Certificate or an indenture supplemental hereto setting forth the terms of the Additional Notes.

The Initial Notes and any Additional Notes may, at the Issuer's option, be treated as a single class of securities for all purposes under this Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase; *provided* that if the Additional Notes are not fungible with the Initial Notes for U.S. federal income tax purposes, the Additional Notes will have a separate CUSIP number, if applicable.

**SECTION 2.02 Form and Dating.** Provisions relating to the Initial Notes are set forth in Appendix A, which is hereby incorporated in and expressly made a part of this Indenture. The (i) Initial Notes and the Trustee's certificate of authentication and (ii) any Additional Notes (if issued as Transfer Restricted Notes) and the Trustee's certificate of authentication shall each be substantially in the form of Exhibit A hereto, which is hereby incorporated in and expressly made a part of this Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange rule, agreements to which the Issuer or any Guarantor is subject, if any, or usage (*provided* that any such notation, legend or endorsement is in a form acceptable to the Issuer). Each Note shall be dated the date of its authentication. The Notes shall be issuable only in registered form without interest coupons and in denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof, provided that Notes may be issued in denominations of less than \$2,000 solely to accommodate book-entry positions that have been created by the Depository in denominations of less than \$2,000.

**SECTION 2.03 Execution and Authentication.** The Trustee shall authenticate and make available for delivery upon a written order of the Issuer signed by one Officer of the Issuer (an "Authentication Order") (a) Initial Notes for original issue on the date hereof in an aggregate principal amount of \$300,000,000 and (b) subject to the terms of this Indenture, Additional Notes in an aggregate principal amount to be determined at the time of issuance and specified therein. Such Authentication Order shall specify the amount of separate Note certificates to be authenticated, the principal amount of each of the Notes to be authenticated, the date on which the original issue of Notes is to be authenticated, whether the Notes are to be Initial Notes or Additional Notes, the registered holder of each of the Notes and delivery instructions. Notwithstanding anything to the contrary in this Indenture or Appendix A, any issuance of Additional Notes after the Issue Date shall be in a principal amount of at least \$2,000 and integral multiples of \$1,000 in excess thereof.

One Officer shall sign the Notes for the Issuer by manual or PDF signature.



If an Officer whose signature is on a Note no longer holds that office at the time the Trustee authenticates the Note, the Note shall be valid nevertheless.

A Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent as described immediately below) manually signs the certificate of authentication on the Note. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee may appoint one or more authenticating agents reasonably acceptable to the Issuer to authenticate the Notes. Any such appointment shall be evidenced by an instrument signed by a Trust Officer, a copy of which shall be furnished to the Issuer. Unless limited by the terms of such appointment, an authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as any Registrar, Paying Agent or agent for service of notices and demands.

**SECTION 2.04 Registrar and Paying Agent.**

(a) The Issuer shall maintain (i) an office or agency where Notes may be presented for registration of transfer or for exchange (the "Registrar") and (ii) an office or agency where Notes may be presented for payment (the "Paying Agent"). The Registrar shall keep a register of the Notes and of their transfer and exchange. The Issuer may have one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrars. The term "Paying Agent" includes the Paying Agent and any additional paying agents. The Issuer initially appoints the Trustee as Registrar, Paying Agent and the Notes Custodian with respect to the Global Notes.

(b) The Issuer may enter into an appropriate agency agreement with any Registrar or Paying Agent not a party to this Indenture, which shall incorporate the applicable terms of the TIA. The agreement shall implement the provisions of this Indenture that relate to such agent. The Issuer shall notify the Trustee in writing of the name and address of any such agent. If the Issuer fails to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.07. The Issuer or any of its Subsidiaries may act as Paying Agent or Registrar.

(c) The Issuer may remove any Registrar or Paying Agent upon written notice to such Registrar or Paying Agent and to the Trustee; *provided, however*, that no such removal shall become effective until (i) if applicable, acceptance of an appointment by a successor Registrar or Paying Agent, as the case may be, as evidenced by an appropriate agreement entered into by the Issuer and such successor Registrar or Paying Agent, as the case may be, and delivered to the Trustee, (ii) notification to the Trustee that the Trustee shall serve as Registrar or Paying Agent until the appointment of a successor in accordance with clause (i) above or clause (iii) below or (iii) notification to the Trustee in writing that the Issuer or any of its Subsidiaries should serve as Registrar or Paying Agent until the appointment of a successor in accordance with clause (i) or (ii) above or this clause (iii). The Registrar or Paying Agent may resign at any time upon written notice to the Issuer and the Trustee; *provided, however*, that the Trustee may resign as Paying Agent or Registrar only if the Trustee also resigns as Trustee in accordance with Section 7.08.

**SECTION 2.05 Paying Agent to Hold Money in Trust.** Prior to 10:00 a.m., New York City time, on each due date of the principal of and interest on any Note, the Issuer shall deposit with each Paying Agent (or if the Issuer or any of its wholly owned domestically organized Subsidiaries is acting as Paying Agent, segregate and hold in trust for the benefit of the Persons entitled thereto) a sum sufficient to pay such principal and interest when so becoming due. The Issuer shall require each Paying Agent

(other than the Trustee) to agree in writing that a Paying Agent shall hold in trust for the benefit of holders or the Trustee all money held by a Paying Agent for the payment of principal of and interest on the Notes, and shall notify the Trustee in writing of any default by the Issuer in making any such payment. If the Issuer or any of its Subsidiaries acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it in trust for the benefit of the Persons entitled thereto. The Issuer at any time may require a Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed by such Paying Agent. Upon complying with this Section 2.05, a Paying Agent shall have no further liability for the money delivered to the Trustee.

SECTION 2.06 Holder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of holders. If the Trustee is not the Registrar, the Issuer shall furnish, or cause the Registrar to furnish, to the Trustee, in writing at least five (5) Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of holders.

SECTION 2.07 Transfer and Exchange. The Notes shall be issued in registered form and shall be transferable only upon the surrender of a Note for registration of transfer and in compliance with Appendix A. When a Note is presented to the Registrar with a request to register a transfer, the Registrar shall register the transfer as requested if its requirements (including, among other things, the furnishing of appropriate endorsements and transfer documents) therefor are met. When Notes are presented to the Registrar with a request to exchange them for an equal principal amount of Notes of other denominations, the Registrar shall make the exchange as requested if the same requirements are met. To permit registration of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate Notes at the Registrar's request. The Issuer may require payment of a sum sufficient to pay all taxes, assessments or other governmental charges in connection with any transfer or exchange pursuant to this Section. The Issuer shall not be required to make, and the Registrar need not register, transfers or exchanges of any Notes selected for redemption (except, in the case of Notes to be redeemed in part, the portion thereof not to be redeemed) or of any Notes for a period of fifteen (15) days before the mailing of a notice of redemption of Notes to be redeemed.

Prior to the due presentation for registration of transfer of any Note, the Issuer, the Guarantors, the Trustee, the Paying Agent and the Registrar may deem and treat the Person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest, if any, on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Issuer, the Guarantors, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

Any holder of a beneficial interest in a Global Note shall, by acceptance of such beneficial interest, agree that transfers of beneficial interests in such Global Note may be effected only through a book-entry system maintained by (a) the holder of such Global Note (or its agent) or (b) any holder of a beneficial interest in such Global Note, and that ownership of a beneficial interest in such Global Note shall be required to be reflected in a book entry.

All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depository participants or beneficial owners of interests in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

None of the Trustee, Registrar or Paying Agent shall have any responsibility for any actions taken or not taken by the Depository.

The transferor shall also provide or cause to be provided to the Trustee all information reasonably necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation, any cost basis reporting obligations under the Code. The Trustee may rely on any such information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

**SECTION 2.08 Replacement Notes.** If a mutilated Note is surrendered to the Registrar or if the holder of a Note claims that the Note has been lost, destroyed or wrongfully taken, the Issuer shall issue and the Trustee shall authenticate a replacement Note if the requirements of Section 8-405 of the Uniform Commercial Code are met, such that the holder (a) satisfies the Issuer and the Trustee within a reasonable time after such holder has notice of such loss, destruction or wrongful taking and the Registrar does not register a transfer prior to receiving such notification, (b) makes such request to the Issuer and the Trustee prior to the Note being acquired by a protected purchaser as defined in Section 8-303 of the Uniform Commercial Code (a "protected purchaser") and (c) satisfies any other reasonable requirements of the Issuer and the Trustee. Such holder shall furnish an indemnity bond sufficient in the judgment of the Trustee, with respect to the Trustee, and the Issuer, with respect to the Issuer, to protect the Issuer, the Trustee, the Paying Agent and the Registrar, as applicable, from any loss or liability that any of them may suffer if a Note is replaced and subsequently presented or claimed for payment. The Issuer and the Trustee may charge the holder for their expenses in replacing a Note (including without limitation, attorneys' fees and disbursements in replacing such Note). In the event any such mutilated, lost, destroyed or wrongfully taken Note has become or is about to become due and payable, the Issuer in its discretion may pay such Note instead of issuing a new Note in replacement thereof.

Every replacement Note is an additional obligation of the Issuer.

The provisions of this Section 2.08 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, lost, destroyed or wrongfully taken Notes.

**SECTION 2.09 Outstanding Notes.** Notes outstanding at any time are all Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation and those described in this Section as not outstanding. Subject to Section 11.06, a Note does not cease to be outstanding because the Issuer or an Affiliate of the Issuer holds the Note.

If a Note is replaced pursuant to Section 2.08 (other than a mutilated Note surrendered for replacement), it ceases to be outstanding unless the Trustee and the Issuer receive proof satisfactory to them that the replaced Note is held by a protected purchaser. A mutilated Note ceases to be outstanding upon surrender of such Note and replacement thereof pursuant to Section 2.08.

If a Paying Agent segregates and holds in trust, in accordance with this Indenture, on a redemption date or maturity date money sufficient to pay all principal and interest payable on that date with respect to the Notes (or portions thereof) to be redeemed or maturing, as the case may be, and no Paying Agent is prohibited from paying such money to the holders on that date pursuant to the terms of this Indenture, then on and after that date such Notes (or portions thereof) cease to be outstanding and interest on them ceases to accrue.

SECTION 2.10 Cancellation. The Issuer at any time may deliver Notes to the Trustee for cancellation. The Registrar and each Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment or cancellation and shall dispose of canceled Notes in accordance with its customary procedures. The Issuer may not issue new Notes to replace Notes they have redeemed, paid or delivered to the Trustee for cancellation. The Trustee shall not authenticate Notes in place of canceled Notes other than pursuant to the terms of this Indenture.

SECTION 2.11 Defaulted Interest. If the Issuer defaults in a payment of interest on the Notes, the Issuer shall pay the defaulted interest then borne by the Notes (*plus* interest on such defaulted interest to the extent lawful) in any lawful manner. The Issuer may pay the defaulted interest to the Persons who are holders on a subsequent special record date. The Issuer shall fix or cause to be fixed any such special record date and payment date to the reasonable satisfaction of the Trustee and shall promptly mail or cause to be mailed to each affected holder a notice that states the special record date, the payment date and the amount of defaulted interest to be paid.

SECTION 2.12 CUSIP Numbers, ISINs, Etc. The Issuer in issuing the Notes may use CUSIP numbers, ISINs and “Common Code” numbers (if then generally in use), and the Trustee shall use any such CUSIP numbers, ISINs and “Common Code” numbers in notices of redemption as a convenience to holders; *provided, however*, that any such notice may state that no representation is made as to the correctness of such numbers, either as printed on the Notes or as contained in any notice of a redemption, that reliance may be placed only on the other identification numbers printed on the Notes and that any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer shall advise the Trustee in writing of any change in any such CUSIP numbers, ISINs and “Common Code” numbers.

SECTION 2.13 Calculation of Principal Amount of Notes. The aggregate principal amount of the Notes, at any date of determination, shall be the principal amount of the Notes at such date of determination. With respect to any matter requiring consent, waiver, approval or other action of the holders of a specified percentage of the principal amount of all the Notes, such percentage shall be calculated, on the relevant date of determination, by dividing (a) the principal amount, as of such date of determination, of Notes, the holders of which have so consented, by (b) the aggregate principal amount, as of such date of determination, of the Notes then outstanding, in each case, as determined in accordance with the preceding sentence, and Section 11.06 of this Indenture. Any calculation of the Applicable Premium made pursuant to this Indenture shall be made by the Issuer and delivered to the Trustee pursuant to an Officer’s Certificate.

### **ARTICLE III REDEMPTION**

SECTION 3.01 Redemption. The Notes may be redeemed, in whole or from time to time in part, subject to the conditions and at the redemption prices set forth in Paragraph 5 of the form of Note set forth in Exhibit A hereto, which is hereby incorporated by reference and made a part of this Indenture.

SECTION 3.02 Applicability of Article. Redemption of Notes at the election of the Issuer or otherwise, as permitted or required by any provision of this Indenture, shall be made in accordance with such provision and this Article III.

SECTION 3.03 Notices to Trustee. If the Issuer elects to redeem Notes pursuant to the optional redemption provisions of Paragraph 5 of the Notes, the Issuer shall notify the Trustee in an Officer's Certificate of (i) the Section of this Indenture pursuant to which the redemption shall occur, (ii) the redemption date, (iii) the principal amount of Notes to be redeemed and (iv) the redemption price. The Issuer shall give notice to the Trustee provided for in this paragraph at least 30 days but not more than 60 days before a redemption date if the redemption is a redemption pursuant to Paragraph 5 of the Notes. The Issuer may also include a request in such Officer's Certificate that the Trustee give the notice of redemption in the Issuer's name and at its expense and setting forth the information to be stated in such notice as provided in Section 3.05. Any such notice may be canceled if written notice from the Issuer of such cancellation is actually received by the Trustee on the Business Day immediately prior to notice of such redemption being mailed to any holder or otherwise delivered in accordance with the applicable procedures of the Depository and shall thereby be void and of no effect. The Issuer shall deliver to the Trustee such documentation and records as shall enable the Trustee to select the Notes to be redeemed pursuant to Section 3.04.

SECTION 3.04 Selection of Notes to Be Redeemed. In the case of any partial redemption, selection of the Notes for redemption will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed (and the Issuer shall notify the Trustee of any such listing), or if the Notes are not so listed, on a pro rata basis to the extent practicable or by lot (and, in such manner that complies with the requirements of the Depository, if applicable); *provided* that no Notes of \$2,000 (and integral multiples of \$1,000 in excess thereof) or less shall be redeemed in part. The Trustee shall make the selection from outstanding Notes not previously called for redemption. The Trustee may select for redemption portions of the principal of Notes that have denominations larger than \$2,000. Notes and portions of them the Trustee selects shall be in amounts of \$2,000 or integral multiples of \$1,000 in excess thereof. Provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption. The Trustee shall notify the Issuer promptly of the Notes or portions of Notes to be redeemed.

SECTION 3.05 Notice of Optional Redemption.

(a) At least 30 but not more than 60 days before a redemption date pursuant to Paragraph 5 of the Notes, the Issuer shall mail or cause to be mailed by first-class mail, or delivered electronically if the Notes are held by the Depository, a notice of redemption to each holder whose Notes are to be redeemed at its registered address (with a copy to the Trustee), except that redemption notices may be mailed or otherwise delivered more than 60 days prior to the redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture pursuant to Article VIII.

Any such notice shall identify the Notes to be redeemed and shall state:

- (i) the redemption date;
- (ii) the redemption price and the amount of accrued and unpaid interest, if any, to, but excluding, the redemption date;
- (iii) the name and address of the Paying Agent;

(iv) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price, *plus* accrued and unpaid interest, if any;

(v) if fewer than all the outstanding Notes are to be redeemed, the certificate numbers and principal amounts of the particular Notes to be redeemed, the aggregate principal amount of Notes to be redeemed and the aggregate principal amount of Notes to be outstanding after such partial redemption;

(vi) that, unless the Issuer defaults in making such redemption payment or the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture, interest on Notes (or portion thereof) called for redemption ceases to accrue on and after the redemption date;

(vii) the CUSIP number, ISIN and/or “Common Code” number, if any, printed on the Notes being redeemed;

(viii) that no representation is made as to the correctness or accuracy of the CUSIP number or ISIN and/or “Common Code” number, if any, listed in such notice or printed on the Notes; and

(ix) if the redemption is conditioned upon any subsequent event, a description of such condition or event.

(b) At the Issuer’s request, the Trustee shall deliver the notice of redemption in the Issuer’s name and at the Issuer’s expense. In such event, the Issuer shall notify the Trustee of such request at least seven (7) Business Days (or such shorter period as is acceptable to the Trustee) prior to the date such notice is to be provided to holders. Except with respect to a redemption conditioned upon any subsequent event, such notice may not be canceled once delivered to holders.

**SECTION 3.06 Effect of Notice of Redemption.** Once notice of redemption is mailed or otherwise delivered in accordance with Section 3.05, Notes called for redemption become due and payable on the redemption date and at the redemption price stated in the notice, except as provided in the final paragraph of paragraph 5 of the Notes. Upon surrender to the Paying Agent, such Notes shall be paid at the redemption price stated in the notice, plus accrued and unpaid interest, if any, to, but excluding, the redemption date; *provided, however*, that if the redemption date is after a regular Record Date and on or prior to the next Interest Payment Date, the accrued interest shall be payable to the holder of the redeemed Notes registered on the relevant Record Date. Failure to give notice or any defect in the notice to any holder shall not affect the validity of the notice to any other holder.

**SECTION 3.07 Deposit of Redemption Price.** With respect to any Notes, prior to 10:00 a.m., New York City time, on the redemption date, the Issuer shall deposit with the Paying Agent (or, if the Issuer or any of its wholly owned domestically organized Subsidiaries is the Paying Agent, shall segregate and hold in trust) money sufficient to pay the redemption price of and accrued and unpaid interest, if any, on all Notes or portions thereof to be redeemed on that date other than Notes or portions of Notes called for redemption that have been delivered by the Issuer to the Trustee for cancellation. On and after the redemption date, interest shall cease to accrue on Notes or portions thereof called for redemption so long as the Issuer has deposited with the Paying Agent funds sufficient to pay the redemption price of, *plus* accrued and unpaid interest, if any, on the Notes or portions thereof to be redeemed, unless the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture.

SECTION 3.08 Notes Redeemed in Part. If any Note is to be redeemed in part only, the notice of redemption relating to such Note shall state the portion of the principal amount thereof to be redeemed. Upon surrender and cancellation of a Note that is redeemed in part, the Issuer shall execute and the Trustee shall authenticate for the holder (at the Issuer's expense) a new Note equal in principal amount to the unredeemed portion of the Note surrendered and cancelled.

#### ARTICLE IV COVENANTS

SECTION 4.01 Payment of Notes. The Issuer shall promptly pay the principal of and interest on the Notes on the dates and in the manner provided in the Notes and in this Indenture. An installment of principal of or interest shall be considered paid on the date due if on such date the Trustee or the Paying Agent holds as of 10:00 a.m., New York City time, money sufficient to pay all principal and interest then due and the Trustee or the Paying Agent, as the case may be, is not prohibited from paying such money to the holders on that date pursuant to the terms of this Indenture.

The Issuer shall pay interest on overdue principal at the rate specified therefor in the Notes, and it shall pay interest on overdue installments of interest at the same rate borne by the Notes to the extent lawful.

#### SECTION 4.02 Reports and Other Information.

(a) Whether or not required by the rules and regulations of the SEC, so long as any Notes are outstanding, the Issuer will furnish to the holders (with a copy to the Trustee), or file electronically with the SEC through the SEC's Electronic Data Gathering, Analysis and Retrieval System (or any successor system) ("EDGAR"), within the time periods specified in the SEC's rules and regulations (after giving effect to any grace period provided by Rule 12b-25 under the Exchange Act):

(i) all quarterly and annual information that would be required to be contained in reports on Forms 10-Q and 10-K (or any successor or comparable form) required to be filed with the SEC if the Issuer were required to file such reports, including a "Management's discussion and analysis of financial condition and results of operations" and, with respect to the annual information only, a report on the annual financial statements by the Issuer's independent registered public accounting firm; and

(ii) all current reports that would be required to be filed with the SEC on Form 8-K (or any successor or comparable form) if the Issuer were required to file such reports.

The financial information required by Section 4.02(a)(i) will not be required to include a footnote presenting the condensed consolidating financial information specified in Rule 3-10 of Regulation S-X promulgated by the SEC (or any successor provisions), but will require textual disclosure consistent with the disclosure in the Offering Memorandum of the non-Guarantors whose results are required to be consolidated for the purposes of presentation in accordance with GAAP of consolidated financial statements of the Issuer and its subsidiaries for any of the periods presented in such financial information.

(b) If the Issuer does not file reports containing such information with the SEC, then the Issuer will deliver such information and reports to the Trustee and make available such information and such reports to any noteholders, bona fide prospective investors, market makers affiliated with any Initial Purchaser, and any bona fide securities analyst by posting such information on Intralinks or any

comparable password-protected online data system which will require a confidentiality acknowledgment, and will make such information readily available to any noteholders, bona fide prospective investors, market makers affiliated with any Initial Purchaser, and any bona fide securities analyst who (i) agrees to treat such information as confidential or (ii) accesses such information on Intralinks or any comparable password-protected online data system which will require a confidentiality acknowledgment; *provided* that the Issuer shall post such information thereon and make readily available any password or other login information to any such noteholders, bona fide prospective investors, market makers affiliated with any Initial Purchaser and any bona fide securities analyst. The Issuer will hold a quarterly conference call for all noteholders, bona fide prospective investors, market makers affiliated with any Initial Purchaser and any bona fide securities analyst to discuss financial information within ten (10) Business Days after distribution of such financial information; *provided* that any customary quarterly earnings call with public equity holders shall be deemed to constitute such quarterly conference call for purposes of this Indenture.

(c) In addition, the Issuer shall, for so long as any Notes remain outstanding during any period when it is not subject to Section 13 or 15(d) of the Exchange Act, or otherwise permitted to furnish the SEC with the information required by this Section 4.02, furnish to noteholders, bona fide prospective investors, market makers affiliated with any initial purchaser of the Notes, and any bona fide securities analyst, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act. The Issuer may satisfy its obligation to furnish such information by making such information available electronically (including by posting to a non-public, password-protected website maintained by the Issuer or a third party) to any holder, bona fide prospective investor, market maker affiliated with any Initial Purchaser or bona fide securities analyst, in each case, who provides to the Issuer its email address, employer name and other information reasonably requested by the Issuer. For purposes of this Section 4.02, any prospective investor or securities analyst shall be deemed "bona fide" if it certifies it is "bona fide."

(d) In the event that:

(i) the rules and regulations of the SEC permit the Issuer and any direct or indirect parent of the Issuer to report at such parent entity's level on a consolidated basis and such parent entity is not engaged in any business in any material respect other than incidental to its ownership, directly or indirectly, of the capital stock of the Issuer, or

(ii) any direct or indirect parent of the Issuer is or becomes a Guarantor of the Notes,

consolidating reporting at the parent entity's level in a manner consistent with that described in this Section 4.02 for the Issuer will satisfy this Section 4.02, and the Issuer is permitted to satisfy its obligations in this Section 4.02 with respect to financial information relating to the Issuer by furnishing financial information relating to such direct or indirect parent; *provided* that such financial information is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such direct or indirect parent and any of its Subsidiaries other than the Issuer and its Subsidiaries, on the one hand, and the information relating to the Issuer, the Guarantors and the other Subsidiaries of the Issuer on a stand-alone basis, on the other hand.

(e) Notwithstanding the foregoing, the Issuer will be deemed to have furnished the reports referred to in this Section 4.02 to the Trustee and the holders if the Issuer has filed such reports with the SEC via EDGAR and such reports are publicly available, it being understood that the Trustee shall have no responsibility to determine if such information is publicly available.



(f) Delivery of such reports, information and documents to the Trustee pursuant to this Section 4.02 is for informational purposes only, and the Trustee's receipt thereof shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants under this Indenture (as to which the Trustee is entitled to rely exclusively on Officer's Certificates).

SECTION 4.03 Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock.

(a) (i) The Issuer shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, Incur any Indebtedness (including Acquired Indebtedness) or issue any shares of Disqualified Stock; and (ii) the Issuer shall not permit any of the Restricted Subsidiaries to issue any shares of Preferred Stock; *provided, however*, that the Issuer and any Restricted Subsidiary may Incur Indebtedness (including Acquired Indebtedness) or issue shares of Disqualified Stock, and any Restricted Subsidiary may issue shares of Preferred Stock, in each case if the Fixed Charge Coverage Ratio of the Issuer for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is Incurred or such Disqualified Stock or Preferred Stock is issued would have been at least 2.00 to 1.00 determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional Indebtedness had been Incurred, or the Disqualified Stock or Preferred Stock had been issued, as the case may be, and the application of proceeds therefrom had occurred at the beginning of such four-quarter period; *provided that* the then outstanding aggregate principal amount of Indebtedness (including Acquired Indebtedness), Disqualified Stock and Preferred Stock that may be Incurred pursuant to this Section 4.03(a) and Section 4.03(b)(xvi), in each case by Restricted Subsidiaries that are not Guarantors shall not exceed \$75.0 million.

(b) The limitations set forth in Section 4.03(a) shall not apply to:

(i) the Incurrence by the Issuer or any Restricted Subsidiary of Credit Facility Indebtedness (including under any Credit Agreement and the issuance and creation of letters of credit and bankers' acceptances thereunder) up to an aggregate principal amount outstanding at the time of Incurrence taken together with any amounts outstanding in a Permitted Receivables Financing that does not exceed, in the aggregate, the greater of (x) \$575.0 million and (y) the maximum amount such that the Consolidated Secured Debt Ratio is not greater than 3.75:1.00 (*provided that* for purposes of determining the amount that may be Incurred under this Section 4.03(b)(i)(y), all Indebtedness incurred under this Section 4.03(b)(i)(y) shall be deemed to be included in clause (l) of the definition of "Consolidated Secured Debt Ratio") for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Credit Facility Indebtedness is Incurred;

(ii) the Incurrence by the Issuer and the Guarantors of Indebtedness represented by the Initial Notes and the Guarantees;

(iii) Indebtedness existing on the Issue Date (other than Indebtedness described in clauses (i) and (ii) of this Section 4.03(b));

(iv) Indebtedness (including Financing Lease Obligations) Incurred by the Issuer or any Restricted Subsidiary, Disqualified Stock issued by the Issuer or any Restricted Subsidiary and Preferred Stock issued by any Restricted Subsidiary to finance (whether prior to or within 270 days after) the acquisition, lease, construction, installation, repair, replacement or improvement of property (real or personal) or equipment (whether through the direct purchase of assets or the Capital Stock of any Person owning such assets) and Attributable Debt in respect of any sale and leaseback arrangements not in violation of this Indenture in an aggregate principal

amount that, when aggregated with the principal amount or liquidation preference of all other Indebtedness, Disqualified Stock or Preferred Stock then outstanding and Incurred pursuant to this clause (iv), together with any Refinancing Indebtedness in respect thereof Incurred pursuant to clause (xv) below, does not exceed the greater of \$75.0 million and 7.5% of Total Assets at any one time outstanding (*plus*, in the case of any Refinancing Indebtedness, the Additional Refinancing Amount);

(v) Indebtedness Incurred by the Issuer or any Restricted Subsidiary constituting reimbursement obligations with respect to letters of credit and bank guarantees issued in the ordinary course of business, including without limitation letters of credit in respect of workers' compensation claims, health, disability or other benefits to employees or former employees or their families or property, casualty or liability insurance or self-insurance, and letters of credit in connection with the maintenance of, or pursuant to the requirements of, environmental law or permits or licenses from governmental authorities, or other Indebtedness with respect to reimbursement type obligations regarding workers' compensation claims;

(vi) Indebtedness arising from agreements of the Issuer or any Restricted Subsidiary providing for indemnification, adjustment of acquisition or purchase price or similar obligations (including earn-outs), in each case, Incurred or assumed in connection with any Investments or any acquisition or disposition of any business, assets or a Subsidiary not prohibited by this Indenture, other than guarantees of Indebtedness Incurred by any Person acquiring all or any portion of such business, assets or Subsidiary for the purpose of financing such acquisition;

(vii) Indebtedness of the Issuer to a Restricted Subsidiary; *provided* that (except in respect of intercompany current liabilities incurred in the ordinary course of business in connection with the cash management, tax and accounting operations of the Issuer and its Subsidiaries) any such Indebtedness owed to a Restricted Subsidiary that is not a Guarantor is subordinated in right of payment to the obligations of the Issuer under the Notes; *provided, further*, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Issuer or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien but not the transfer thereof upon foreclosure) shall be deemed, in each case, to be an Incurrence of such Indebtedness not permitted by this clause (vii);

(viii) shares of Preferred Stock of a Restricted Subsidiary issued to the Issuer or another Restricted Subsidiary; *provided* that any subsequent issuance or transfer of any Capital Stock or any other event which results in any Restricted Subsidiary that holds such shares of Preferred Stock of another Restricted Subsidiary ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such shares of Preferred Stock (except to the Issuer or another Restricted Subsidiary) shall be deemed, in each case, to be an issuance of shares of Preferred Stock not permitted by this clause (viii);

(ix) Indebtedness of a Restricted Subsidiary to the Issuer or another Restricted Subsidiary; *provided* that if a Guarantor incurs such Indebtedness to a Restricted Subsidiary that is not a Guarantor (except in respect of intercompany current liabilities incurred in the ordinary course of business in connection with the cash management, tax and accounting operations of the Issuer and its Subsidiaries), such Indebtedness is subordinated in right of payment to the Guarantee of such Guarantor; *provided, further*, that any subsequent issuance or transfer of any Capital Stock or any other event which results in any Restricted Subsidiary holding such

Indebtedness ceasing to be a Restricted Subsidiary or any other subsequent transfer of any such Indebtedness (except to the Issuer or another Restricted Subsidiary or any pledge of such Indebtedness constituting a Permitted Lien but not the transfer thereof upon foreclosure) shall be deemed, in each case, to be an Incurrence of such Indebtedness not permitted by this clause (ix);

(x) the issuance of Preferred Stock (A) by a Foreign Subsidiary in lieu of the issuance of non-voting common stock if (i) the laws of the jurisdiction of incorporation of such Subsidiary precludes the issuance of non-voting common stock and (ii) the preferential rights afforded to the holders of such Preferred Stock are limited to those customarily provided for in such jurisdiction in respect of the issuance of non-voting stock, (B) by a Restricted Subsidiary which is a joint venture with a third party which is not an Affiliate of the Issuer or a Restricted Subsidiary and (C) by a Restricted Subsidiary pursuant to obligations with respect to the issuance of Preferred Stock which exist at the time such Person becomes a Restricted Subsidiary and which were not created in connection with or in contemplation of such Person becoming a Restricted Subsidiary;

(xi) obligations (including reimbursement obligations with respect to letters of credit, bank guarantees, warehouse receipts and similar instruments) in respect of performance, indemnity, bid, appeal and surety bonds, completion guarantees and similar obligations provided by the Issuer or any Restricted Subsidiary in the ordinary course of business or consistent with past practice or industry practice;

(xii) Indebtedness or Disqualified Stock of the Issuer or Indebtedness, Disqualified Stock or Preferred Stock of any Restricted Subsidiary in an aggregate principal amount or liquidation preference at any time outstanding, which when aggregated with the principal amount or liquidation preference of all other Indebtedness, Disqualified Stock and Preferred Stock then outstanding and Incurred pursuant to this clause (xii), together with any Refinancing Indebtedness in respect thereof Incurred pursuant to clause (xv) below, does not exceed the greater of \$50.0 million and 5.0% of Total Assets (*plus*, in the case of any Refinancing Indebtedness, the Additional Refinancing Amount) (it being understood that any Indebtedness Incurred pursuant to this clause (xii) shall cease to be deemed Incurred or outstanding for purposes of this clause (xii) but shall be deemed Incurred for purposes of Section 4.03(a) from and after the first date on which the Issuer, or the Restricted Subsidiary, as the case may be, could have Incurred such Indebtedness under Section 4.03(a) without reliance upon this clause (xii));

(xiii) Indebtedness or Disqualified Stock of the Issuer or any Restricted Subsidiary and Preferred Stock of any Restricted Subsidiary in an aggregate principal amount or liquidation preference at any time outstanding, together with Refinancing Indebtedness in respect thereof Incurred pursuant to clause (xv) hereof, not greater than 100.0% of the net cash proceeds received by the Issuer since immediately after the Issue Date from the issue or sale of Equity Interests of the Issuer or any direct or indirect parent entity of the Issuer (which proceeds are contributed to the Issuer) or cash contributed to the capital of the Issuer (in each case other than proceeds of Disqualified Stock or sales of Equity Interests to, or contributions received from the Issuer or any of its Subsidiaries) to the extent such net cash proceeds or cash have not been applied to make Restricted Payments or to make other Investments, payments or exchanges pursuant to Section 4.04(b) or to make Permitted Investments (other than Permitted Investments specified in clauses (1) and (3) of the definition thereof) (*plus*, in the case of any Refinancing Indebtedness, the Additional Refinancing Amount) (it being understood that any Indebtedness Incurred pursuant to this clause (xiii) shall cease to be deemed Incurred or outstanding for purposes of this clause (xiii) but shall be deemed Incurred for the purposes of Section 4.03(a) from and after the first date on which the Issuer, or the Restricted Subsidiary, as the case may be, could have Incurred such Indebtedness under Section 4.03(a) without reliance upon this clause (xiii));

(xiv) any guarantee by the Issuer or any Restricted Subsidiary of Indebtedness or other obligations of the Issuer or any Restricted Subsidiary so long as the Incurrence of such Indebtedness Incurred by the Issuer or such Restricted Subsidiary is permitted under the terms of this Indenture; *provided* that (A) if such Indebtedness is by its express terms subordinated in right of payment to the Notes or the Guarantee of the Issuer or such Restricted Subsidiary, as applicable, any such guarantee with respect to such Indebtedness shall be subordinated in right of payment to the Notes or such Guarantee, as applicable, substantially to the same extent as such Indebtedness is subordinated to the Notes or the Guarantee, as applicable, and (B) if such guarantee is of Indebtedness of the Issuer, such guarantee is Incurred in accordance with, or not in contravention of, Section 4.11 solely to the extent Section 4.11 is applicable;

(xv) the Incurrence by the Issuer or any Restricted Subsidiary of Indebtedness, the issuance by the Issuer of Disqualified Stock or the issuance by any Restricted Subsidiary of Preferred Stock, that serves to refund, refinance, extend, renew, repay, prepay, purchase, redeem, defease or otherwise retire any Indebtedness Incurred or Disqualified Stock or Preferred Stock issued as permitted under Section 4.03(a) and clauses (ii), (iii), (iv), (xii), (xiii), (xv), (xvi) and (xxvi) of this Section 4.03(b) up to the outstanding principal amount (or, if applicable, the liquidation preference, face amount, or the like) or, if greater, committed amount (only to the extent the committed amount could have been Incurred on the date of initial Incurrence and was deemed Incurred at such time for the purposes of this Section 4.03) of such Indebtedness or Disqualified Stock or Preferred Stock, in each case at the time such Indebtedness was Incurred or Disqualified Stock or Preferred Stock was issued pursuant to Section 4.03(a) or clauses (ii), (iii), (iv), (xii), (xiii), (xv), (xvi) and (xxvi) of this Section 4.03(b), or any Indebtedness, Disqualified Stock or Preferred Stock Incurred to so refund, refinance, extend, renew, repay, prepay, purchase, redeem, defease or otherwise retire such Indebtedness, Disqualified Stock or Preferred Stock, *plus* any additional Indebtedness, Disqualified Stock or Preferred Stock Incurred to pay premiums (including tender premiums), accrued and unpaid interest, expenses, defeasance costs and fees in connection therewith (subject to the following proviso, "Refinancing Indebtedness") prior to its respective maturity; *provided, however*, that such Refinancing Indebtedness:

(1) except for Indebtedness Incurred pursuant Section 4.03(b)(i) or (iv) or Secured Indebtedness, has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is Incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being refunded, refinanced or defeased or requires no or nominal cash payments prior to the date that is 91 days after Maturity Date;

(2) to the extent such Refinancing Indebtedness refinances (a) Indebtedness junior to the Notes or a Guarantee, as applicable, such Refinancing Indebtedness is junior to the Notes or the Guarantee, as applicable, or (b) Disqualified Stock or Preferred Stock, such Refinancing Indebtedness is Disqualified Stock or Preferred Stock; and

(3) shall not include (x) Indebtedness of a Restricted Subsidiary that is not a Guarantor that refinances Indebtedness of the Issuer or a Guarantor, or (y) Indebtedness of the Issuer or a Restricted Subsidiary that refinances Indebtedness of an Unrestricted Subsidiary;

(xvi) Indebtedness, Disqualified Stock or Preferred Stock of (A) the Issuer or any Restricted Subsidiary Incurred to finance an acquisition or (B) Persons that are acquired by the Issuer or any Restricted Subsidiary or are merged, consolidated or amalgamated with or into the Issuer or any Restricted Subsidiary in accordance with the terms of this Indenture (so long as such Indebtedness is not incurred in contemplation of such acquisition, merger, consolidation or amalgamation); *provided* that after giving effect to such acquisition or merger, consolidation or amalgamation, either:

(1) the Issuer would be permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.03(a); or

(2) the Fixed Charge Coverage Ratio of the Issuer would be no less than immediately prior to such acquisition or merger, consolidation or amalgamation;

*provided* that the then outstanding aggregate principal amount of Indebtedness (including Acquired Indebtedness), Disqualified Stock and Preferred Stock that may be Incurred pursuant to this Section 4.03(b)(xvi) and Section 4.03(a), in each case by Restricted Subsidiaries that are not Guarantors shall not exceed \$75.0 million.

(xvii) contingent obligations to financial institutions, in each case to the extent Incurred in the ordinary course of business and on terms and conditions which are within the general parameters customary in the banking industry (as determined in good faith by the Issuer), entered into to obtain cash management services or deposit account overdraft protection services (in an amount similar to those offered for comparable services in the financial industry) or other services in connection with the management or opening of deposit accounts or Incurred as a result of endorsement of negotiable instruments for deposit or collection purposes and other customary contingent obligations of the Issuer and its Restricted Subsidiaries Incurred in the ordinary course of business;

(xviii) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided* that such Indebtedness is extinguished within ten (10) Business Days of its Incurrence;

(xix) Indebtedness of the Issuer or any Restricted Subsidiary supported by a letter of credit or bank guarantee issued pursuant to Credit Facility Indebtedness, in a principal amount not in excess of the stated amount of such letter of credit;

(xx) Indebtedness of Foreign Subsidiaries in an aggregate amount not to exceed the greater of (x) \$130.0 million and (y) the amount equal to the sum of (i) 80% of the total consolidated book value of the accounts receivable of the Foreign Subsidiaries and (ii) 60% of the consolidated book value of the inventories of the Foreign Subsidiaries;

(xxi) Indebtedness of the Issuer or any Restricted Subsidiary consisting of (A) the financing of insurance premiums or (B) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(xxii) Indebtedness consisting of Indebtedness of the Issuer or a Restricted Subsidiary to current or former officers, directors and employees thereof or any direct or indirect parent thereof, their respective estates, spouses or former spouses, in each case to finance the purchase or redemption of Equity Interests of the Issuer or any direct or indirect parent of the Issuer to the extent described in Section 4.04(b)(iv);

(xxiii) Indebtedness in respect of Obligations of the Issuer or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; *provided* that such obligations are Incurred in connection with open accounts extended by suppliers on customary trade terms in the ordinary course of business and not in connection with the borrowing of money or any Hedging Obligations;

(xxiv) to the extent constituting Indebtedness, obligations of the Issuer and the Restricted Subsidiaries arising under agreements for the provision of cash management services and cash pooling arrangements entered into in the ordinary course of business;

(xxv) Indebtedness to the extent that the net proceeds thereof are promptly deposited to defease or to satisfy and discharge the Notes and this Indenture;

(xxvi) (a) financings in respect of sales of accounts receivable by a Foreign Subsidiary permitted by clause (s)(ii) of the definition of "Asset Sale" and (b) any Specified Vendor Receivables Financing; and

(xxvii) Indebtedness arising as a result of an Acquisition Lease Financing.

(c) For purposes of determining compliance with this Section 4.03, in the event that an item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) meets the criteria of more than one of the categories of permitted Indebtedness described in clauses (i) through (xxvii) of Section 4.03(b) above or is entitled to be Incurred pursuant to Section 4.03(a), then the Issuer may, in its sole discretion, classify or reclassify, and later divide, classify or reclassify (as if Incurred at such later time), such item of Indebtedness, Disqualified Stock or Preferred Stock (or any portion thereof) in any manner that complies with this Section 4.03; *provided* that Indebtedness outstanding under the Credit Agreement on the Issue Date shall be deemed Incurred under clause (i) of Section 4.03(b) above.

Accrual of interest, the accretion of accreted value, the payment of interest or dividends in the form of additional Indebtedness, Disqualified Stock or Preferred Stock, as applicable, amortization of original issue discount, the accretion of liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies will not be deemed to be an Incurrence of Indebtedness, Disqualified Stock or Preferred Stock for purposes of this Section 4.03. Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness which is otherwise included in the determination of a particular amount of Indebtedness shall not be included in the determination of such amount of Indebtedness; *provided* that the Incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was in compliance with this Section 4.03.

For purposes of determining compliance with any U.S. dollar-denominated restriction on the Incurrence of Indebtedness, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term debt, or first committed or first Incurred (whichever yields the lower U.S. dollar equivalent), in the case of revolving credit debt. However, if the Indebtedness is Incurred to refinance other Indebtedness denominated in a foreign currency, and the refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of the refinancing, the U.S. dollar-denominated restriction will be deemed not to have been exceeded so long as the principal amount of the refinancing Indebtedness does not exceed the principal amount of the Indebtedness being refinanced.

Notwithstanding any other provision of this Section 4.03, the maximum amount of Indebtedness that the Issuer and the Restricted Subsidiaries may Incur pursuant to this Section 4.03 shall not be deemed to be exceeded, with respect to any outstanding Indebtedness, solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, will be calculated based on the currency exchange rate applicable to the currencies in which the respective Indebtedness is denominated that is in effect on the date of the refinancing.

SECTION 4.04 Limitation on Restricted Payments.

(a) The Issuer shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any distribution on account of any of the Issuer's or any of the Restricted Subsidiaries' Equity Interests, including any payment made in connection with any merger, amalgamation or consolidation involving the Issuer (other than (A) dividends or distributions payable solely in Equity Interests (other than Disqualified Stock) of the Issuer and (B) dividends or distributions by a Restricted Subsidiary so long as, in the case of any dividend or distribution payable on or in respect of any class or series of securities issued by a Restricted Subsidiary that is not a Wholly Owned Restricted Subsidiary, the Issuer or a Restricted Subsidiary receives at least its pro rata share of such dividend or distribution in accordance with its Equity Interests in such class or series of securities);

(ii) purchase or otherwise acquire or retire for value any Equity Interests of the Issuer or any direct or indirect parent of the Issuer held by Persons other than the Issuer or a Restricted Subsidiary;

(iii) make any principal payment on, or redeem, repurchase, defease or otherwise acquire or retire for value, in each case prior to any scheduled repayment or scheduled maturity, any Subordinated Indebtedness of the Issuer or any Guarantor (other than the payment, redemption, repurchase, defeasance, acquisition or retirement of (A) Subordinated Indebtedness in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such payment, redemption, repurchase, defeasance, acquisition or retirement and (B) Indebtedness permitted under clauses (vii) and (ix) of Section 4.03(b)); or

(iv) make any Restricted Investment

(all such payments and other actions set forth in clauses (i) through (iv) above being collectively referred to as "Restricted Payments"), unless, at the time of such Restricted Payment:

(1) no Default shall have occurred and be continuing or would occur as a consequence thereof;

(2) immediately after giving effect to such transaction on a *pro forma* basis, the Issuer could Incur \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test under Section 4.03(a); and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Issuer and the Restricted Subsidiaries after the Issue Date (including Restricted Payments permitted by clauses (i), (vi)(C) and (viii) (to the extent provided therein) of Section 4.04(b), but excluding all other Restricted Payments permitted by Section 4.04(b)), is less than the amount equal to the Cumulative Credit.

(b) The provisions of Section 4.04(a) shall not prohibit:

(i) the payment of any dividend or distribution or the consummation of any irrevocable redemption within 60 days after the date of declaration thereof or the giving of irrevocable notice, as applicable, if at the date of declaration or the giving notice of such irrevocable redemption, as applicable, such payment would have complied with the provisions of this Indenture (assuming, in the case of a redemption payment, the giving of the notice of such redemption payment would have been deemed a Restricted Payment at such time);

(ii) (A) the redemption, repurchase, retirement or other acquisition of any Equity Interests ("Retired Capital Stock") of the Issuer, any direct or indirect parent of the Issuer or any Guarantor or Subordinated Indebtedness, in each case in exchange for, or out of the proceeds of, the substantially concurrent sale of, Equity Interests of the Issuer or any direct or indirect parent of the Issuer or contributions to the equity capital of the Issuer (other than any Disqualified Stock or any Equity Interests sold to the Issuer or a Subsidiary of the Issuer) (collectively, including any such contributions, "Refunding Capital Stock"); (B) the declaration and payment of dividends on the Retired Capital Stock out of the proceeds of the substantially concurrent sale (other than to a Subsidiary of the Issuer) of Refunding Capital Stock; and (C) if immediately prior to the retirement of Retired Capital Stock, the declaration and payment of dividends thereon was permitted under clause (vi) of this Section 4.04(b) and not made pursuant to clause (ii)(B), the declaration and payment of dividends on the Refunding Capital Stock (other than Refunding Capital Stock the proceeds of which were used to redeem, repurchase, retire or otherwise acquire any Equity Interests of any direct or indirect parent of the Issuer) in an aggregate amount per year no greater than the aggregate amount of dividends per annum that were declarable and payable on such Retired Capital Stock immediately prior to such retirement;

(iii) the payment, prepayment, refinancing, redemption, repurchase, defeasance, or other acquisition or retirement of Subordinated Indebtedness of the Issuer or any Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, new Indebtedness of the Issuer or a Guarantor, which is Incurred in accordance with Section 4.03 so long as:

(A) the principal amount (or accreted value, if applicable) of such new Indebtedness does not exceed the principal amount (or accreted value, if applicable), *plus* any accrued and unpaid interest, if any, of the Subordinated Indebtedness being so paid, prepaid, refinanced, redeemed, repurchased, defeased, acquired or retired for value (*plus* the amount of any premium required to be paid under the terms of the instrument governing the Subordinated Indebtedness being so paid, prepaid, refinanced, redeemed, repurchased, defeased, acquired or retired for value, *plus* any tender premiums, *plus* any defeasance costs, fees and expenses incurred in connection therewith),

(B) such Indebtedness is subordinated to the Notes or the related Guarantee of such Guarantor, as the case may be, at least to the same extent as such Subordinated Indebtedness so paid, prepaid, refinanced, redeemed, repurchased, defeased, acquired or retired for value,



(C) such Indebtedness has a final scheduled maturity date equal to or later than the earlier of (x) the final scheduled maturity date of the Subordinated Indebtedness being so paid, prepaid, refinanced, redeemed, repurchased, defeased, acquired or retired for value and (y) 91 days following the Maturity Date, and

(D) such Indebtedness has a Weighted Average Life to Maturity at the time Incurred which is not less than the remaining Weighted Average Life to Maturity of the Subordinated Indebtedness being so paid, prepaid, refinanced, redeemed, repurchased, defeased, acquired or retired for value (or requires no or nominal payments in cash prior to the date that is 91 days following the Maturity Date);

(iv) a Restricted Payment to pay for the repurchase, retirement or other acquisition for value of Equity Interests of the Issuer or any direct or indirect parent of the Issuer held by any future, present or former employee, director, officer or consultant of the Issuer or any Subsidiary of the Issuer or any direct or indirect parent of the Issuer pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or other agreement or arrangement; *provided, however*, that the aggregate Restricted Payments made under this clause (iv) do not exceed \$10.0 million in any calendar year, with unused amounts in any calendar year being permitted to be carried over to the next succeeding calendar year (but not to any subsequent calendar year); *provided, further, however*, that such amount in any calendar year may be increased by an amount not to exceed:

(A) the cash proceeds received by the Issuer or any of the Restricted Subsidiaries from the sale of Equity Interests (other than Disqualified Stock) of the Issuer or any direct or indirect parent of the Issuer (to the extent contributed to the Issuer) to employees, directors, officers or consultants of the Issuer and the Restricted Subsidiaries or any direct or indirect parent of the Issuer that occurs after the Issue Date (*provided* that the amount of such cash proceeds utilized for any such repurchase, retirement, other acquisition or dividend will not increase the amount available for Restricted Payments under Section 4.04(a)(iii)), *plus*

(B) the cash proceeds of key man life insurance policies received by the Issuer or any direct or indirect parent of the Issuer (to the extent contributed to the Issuer) or the Restricted Subsidiaries after the Issue Date;

*provided* that the Issuer may elect to apply all or any portion of the aggregate increase contemplated by clauses (A) and (B) above in any calendar year; and *provided, further*, that cancellation of Indebtedness owing to the Issuer or any Restricted Subsidiary from any present or former employees, directors, officers or consultants of the Issuer, any Restricted Subsidiary or any direct or indirect parent of the Issuer in connection with a repurchase of Equity Interests of the Issuer or any of its direct or indirect parents will not be deemed to constitute a Restricted Payment for purposes of this Section 4.04 or any other provision of this Indenture;

(v) the declaration and payment of dividends or distributions to holders of any class or series of Disqualified Stock of the Issuer or any Restricted Subsidiary issued or incurred in accordance with Section 4.03;

(vi) (A) the declaration and payment of dividends or distributions to holders of any class or series of Designated Preferred Stock (other than Disqualified Stock) issued after the Issue Date; (B) a Restricted Payment to any direct or indirect parent of the Issuer, the proceeds of which will be used to fund the payment of dividends to holders of any class or series of

Designated Preferred Stock (other than Disqualified Stock) of any direct or indirect parent of the Issuer issued after the Issue Date; *provided* that the aggregate amount of dividends declared and paid pursuant to this clause (B) does not exceed the net cash proceeds actually received by the Issuer from any such sale of Designated Preferred Stock (other than Disqualified Stock) issued after the Issue Date; and (C) the declaration and payment of dividends on Refunding Capital Stock that is Preferred Stock in excess of the dividends declarable and payable thereon pursuant to Section 4.04(b)(ii); *provided, however*, in the case of each of clauses (A) and (C) of this clause (vi), that for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of issuance of such Designated Preferred Stock, after giving effect to such issuance (and the payment of dividends or distributions and treating such Designated Preferred Stock as Indebtedness for borrowed money for such purpose) on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), the Issuer would have had a Fixed Charge Coverage Ratio of at least 2.00 to 1.00;

(vii) Investments in Unrestricted Subsidiaries having an aggregate Fair Market Value (as determined in good faith by the Issuer), taken together with all other Investments made pursuant to this clause (vii) that are at that time outstanding, not to exceed \$75.0 million; *provided, however*, that if any Investment pursuant to this clause (vii) is made in any Person that is not the Issuer or a Restricted Subsidiary at the date of the making of such Investment and such Person becomes the Issuer or a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) of the definition of "Permitted Investments" and shall cease to have been made pursuant to this clause (vii) for so long as such Person continues to be the Issuer or a Restricted Subsidiary;

(viii) (A) the purchase, redemption, defeasance or other acquisition or retirement for value of, the Issuer's common stock (or a Restricted Payment to any direct or indirect parent of the Issuer to fund the payment by such direct or indirect parent of the Issuer such company's purchase, redemption, defeasance or other acquisition or retirement for value of such company's common stock) in an amount not to exceed \$75.0 million and (B) the declaration and payment of dividends on the Issuer's common stock in an amount not to exceed, per annum, the greater of (x) \$20.0 million and (y) 2.0% of Market Capitalization;

(ix) Restricted Payments that are made with (or in an aggregate amount that does not exceed the aggregate amount of) Excluded Contributions;

(x) other Restricted Payments in an aggregate amount, when taken together with all other Restricted Payments made pursuant to this clause (x) that are at that time outstanding, not to exceed \$75.0 million;

(xi) the distribution, as a dividend or otherwise, of shares of Capital Stock of, or Indebtedness owed to the Issuer or a Restricted Subsidiary by, Unrestricted Subsidiaries;

(xii) any Restricted Payments, so long as, after giving *pro forma* effect to the payment of any such Restricted Payment and the Incurrence of any Indebtedness used to make such Restricted Payment, the Consolidated Leverage Ratio shall be no greater than 3.00 to 1.00;

(xiii) payments made or expected to be made by the Issuer or any Restricted Subsidiary in respect of withholding or similar taxes payable upon exercise of Equity Interests by any future, present or former employee, director, officer, member of management or consultant of the Issuer or any Restricted Subsidiary or any direct or indirect parent company of the Issuer and repurchases of Equity Interests deemed to occur upon exercise of stock options, warrants or other convertible securities if such Equity Interests represent a portion of the exercise price of such options, warrants or other convertible securities

(xiv) the payment or distribution of Receivables Fees;

(xv) Restricted Payments by the Issuer or any Restricted Subsidiary to allow the payment of cash in lieu of the issuance of fractional shares upon the exercise of options or warrants or upon the conversion or exchange of Capital Stock of any such Person;

(xvi) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Indebtedness pursuant to provisions similar to those described in Section 4.06 and Section 4.08; *provided* that all Notes tendered by holders of the Notes in connection with a Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed or acquired for value;

(xvii) payments or distributions to dissenting stockholders pursuant to applicable law, pursuant to or in connection with a consolidation, amalgamation, merger or transfer of all or substantially all of the assets of the Issuer and the Restricted Subsidiaries, taken as a whole, that complies with Section 5.01; *provided* that as a result of such consolidation, amalgamation, merger or transfer of assets, the Issuer shall have made a Change of Control Offer (if required by Section 4.08) and that all notes tendered by holders in connection with such Change of Control Offer have been repurchased, redeemed or acquired for value; and

(xviii) Investments in joint ventures having an aggregate Fair Market Value (as determined in good faith by the Issuer), taken together with all other Investments made pursuant to this clause (xviii) that are at that time outstanding, not to exceed \$75.0 million; *provided, however*, that if any Investment pursuant to this clause (xviii) is made in any Person that is not the Issuer or a Restricted Subsidiary at the date of the making of such Investment and such Person becomes the Issuer or a Restricted Subsidiary after such date, such Investment shall thereafter be deemed to have been made pursuant to clause (1) of the definition of "Permitted Investments" and shall cease to have been made pursuant to this clause (xviii) for so long as such Person continues to be the Issuer or a Restricted Subsidiary;

*provided, however*, that at the time of, and after giving effect to, any Restricted Payment permitted under clauses (vii), (viii), (x), (xii) and (xviii) of this Section 4.04(b), no Default shall have occurred and be continuing or would occur as a consequence thereof; *provided, further*, that any Restricted Payments made with property other than cash shall be calculated using the Fair Market Value (as determined in good faith by the Issuer) of such property.

For purposes of determining compliance with this Section 4.04, (a) in the event that a proposed Restricted Payment or any Restricted Investment (or any portion thereof) meets the criteria of more than one of the categories of Restricted Payments described in clauses (i) through (xviii) above or is entitled to be made pursuant to Section 4.04(a), or in the event that any Permitted Investment meets the criteria of more than one of the clauses of such term, then the Issuer may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if made at such later time), such Restricted Payment or any Investment (or any portion thereof) in any manner that complies with this Section 4.04 or the definition of "Permitted Investments."

(c) As of the Issue Date, all of the Subsidiaries of the Issuer will be Restricted Subsidiaries. The Issuer will not permit any Unrestricted Subsidiary to become a Restricted Subsidiary except pursuant to the definition of "Unrestricted Subsidiary." For purposes of designating any Restricted Subsidiary as

an Unrestricted Subsidiary, all outstanding Investments by the Issuer and the Restricted Subsidiaries (except to the extent repaid) in the Subsidiary so designated will be deemed to be Restricted Payments in an amount determined as set forth in the last sentence of the definition of "Investments." Such designation will only be permitted if a Restricted Payment or Permitted Investment in such amount would be permitted at such time and if such Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

SECTION 4.05 Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries. The Issuer shall not, and shall not permit any Restricted Subsidiary that is not a Guarantor to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or consensual restriction on the ability of the Issuer or any such Restricted Subsidiary to:

- (a) pay dividends or make any other distributions to the Issuer or any Restricted Subsidiary that is a Guarantor (1) on its Capital Stock; or (2) with respect to any other interest or participation in, or measured by, its profits;
- (b) make loans or advances to the Issuer or any Restricted Subsidiary that is a direct or indirect parent of such Restricted Subsidiary; or
- (c) sell, leave or transfer any of its properties or assets to the Issuer or a Guarantor;

*except* in each case for such encumbrances or restrictions existing under or by reason of:

- (1) (i) contractual encumbrances or restrictions in effect on the Issue Date and (ii) contractual encumbrances or restrictions pursuant to the Credit Agreement and the other Credit Agreement Documents and, in each case, any similar contractual encumbrances effected by any amendments, modifications, restatements, renewals, supplements, refundings, replacements or refinancings of such agreements or instruments;
- (2) this Indenture, the Notes or the Guarantees;
- (3) applicable law or any applicable rule, regulation or order;
- (4) any agreement or other instrument of a Person acquired by the Issuer or any Restricted Subsidiary which was in existence at the time of such acquisition (but not created in contemplation thereof or to provide all or any portion of the funds or credit support utilized to consummate such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired;
- (5) contracts or agreements for the sale of assets, including any restriction with respect to a Restricted Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all of the Capital Stock or assets of such Restricted Subsidiary;
- (6) Secured Indebtedness otherwise permitted to be Incurred pursuant to Section 4.03 and Section 4.12 that limit the right of the debtor to dispose of the assets securing such Indebtedness;

- (7) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;
- (8) customary provisions in joint venture agreements, partnership agreements, limited liability company agreements and similar agreements required in connection with the entering into of such transaction;
- (9) purchase money obligations for property acquired in the ordinary course of business and Financing Lease Obligations otherwise not prohibited under this Indenture;
- (10) customary provisions contained in leases, licenses (including with respect to intellectual property) and other similar agreements entered into in the ordinary course of business;
- (11) any Permitted Receivables Document or any Specified Vendor Receivables Financing Document, which encumbrance or restriction is, in the good faith judgment of the Issuer, customary for the market in which such Indebtedness is issued;
- (12) any instrument governing any Indebtedness or Capital Stock of any Unrestricted Subsidiary as in effect on the date, if any, that such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than such redesignated Restricted Subsidiary and its Subsidiaries and the respective properties and assets of such redesignated Restricted Subsidiary and its Subsidiaries;
- (13) any encumbrance or restriction that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract, or the assignment or transfer of any such lease, license (including without limitations, licenses of intellectual property) or other contracts;
- (14) other Indebtedness, Disqualified Stock or Preferred Stock so long as such encumbrances and restrictions contained in any agreement or instrument will not materially affect the Issuer's ability to make anticipated principal or interest payments on the notes (as determined in good faith by the Issuer); *provided* that, such Indebtedness, Disqualified Stock or Preferred Stock is permitted to be Incurred subsequent to the Issue Date by Section 4.03;
- (15) any Restricted Investment not prohibited by Section 4.04 and any Permitted Investment; or
- (16) any encumbrances or restrictions of the type referred to in Section 4.05(a), (b) or (c) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (1) through (15) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Issuer, not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in the dividend or other payment restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

For purposes of determining compliance with this Section 4.05, (i) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock and (ii) the subordination of loans or advances made to the Issuer or a Restricted Subsidiary to other Indebtedness Incurred by the Issuer or any such Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

#### SECTION 4.06 Asset Sales.

(a) The Issuer shall not, and shall not permit any of the Restricted Subsidiaries to, cause or make an Asset Sale, unless (x) the Issuer or any Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value (as determined in good faith by the Issuer at the time of contractually agreeing to such Asset Sale) of the assets sold or otherwise disposed of, and (y) at least 75% of the consideration therefor, together with all other Asset Sales since the Issue Date (on a cumulative basis) received by the Issuer or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; *provided* that the amount of:

(i) any liabilities (as shown on the Issuer's or a Restricted Subsidiary's most recent balance sheet or in the notes thereto) of the Issuer or a Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Notes or any Guarantee) that are assumed by the transferee of any such assets or that are otherwise cancelled or terminated in connection with the transaction with such transferee,

(ii) any notes or other obligations or other securities or assets received by the Issuer or such Restricted Subsidiary from such transferee that are converted by the Issuer or such Restricted Subsidiary into cash within 180 days of the receipt thereof (to the extent of the cash received),

(iii) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Sale, to the extent that the Issuer and each other Restricted Subsidiary are released from any guarantee of payment of such Indebtedness in connection with the Asset Sale,

(iv) consideration consisting of Indebtedness of the Issuer (other than Subordinated Indebtedness) received after the Issue Date from Persons who are not the Issuer or any Restricted Subsidiary, and

(v) any Designated Non-cash Consideration received by the Issuer or any Restricted Subsidiary in such Asset Sale having an aggregate Fair Market Value (as determined in good faith by the Issuer), taken together with all other Designated Non-cash Consideration received pursuant to this Section 4.06(a)(v) that is at that time outstanding, not to exceed the greater of (x) \$25.0 million and (y) 2.5% of Total Assets (with the Fair Market Value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value),

shall be deemed to be Cash Equivalents for the purposes of this Section 4.06(a). The 75% limitation referred to in Section 4.06(a)(v)(y) above will not apply to any Asset Sale in which the cash or Cash Equivalents portion of the consideration received therefrom, determined in accordance with Section 4.05(a)(i) through (v) is equal to or greater than what the after-tax proceeds would have been had such Asset Sale complied with the aforementioned 75% limitation.

(b) Within 450 days after the Issuer's or any Restricted Subsidiary's receipt of the Net Proceeds of any Asset Sale, the Issuer or such Restricted Subsidiary may apply the Net Proceeds from such Asset Sale, at its option:

(i) to repay, prepay, purchase, redeem, acquire or otherwise reduce (A) Indebtedness constituting Credit Facility Indebtedness and other Pari Passu Indebtedness in each case that is secured by a Lien permitted under this Indenture (and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto), (B) Indebtedness of a Restricted Subsidiary that is not a Guarantor, (C) Notes Obligations (*provided* that such purchases are at or above 100% of the principal amount thereof), (D) receivables advances (and to correspondingly reduce commitments with respect thereto) or (E) other Pari Passu Indebtedness (*provided* that if the Issuer or any Guarantor shall so reduce the Obligations under unsecured Pari Passu Indebtedness under this clause (E), the Issuer will equally and ratably reduce Notes Obligations pursuant to Section 3.01, through open-market purchases (*provided* that such purchases are at or above 100% of the principal amount thereof or, in the event that the Notes were issued with significant original issue discount, 100% of the accreted value thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Sale Offer) to all holders to purchase at a purchase price equal to 100% of the principal amount thereof (or, in the event that the Notes were issued with significant original issue discount, 100% of the accreted value thereof), *plus* accrued and unpaid interest, if any, on the pro rata principal amount of Notes being repurchased), in each case other than Indebtedness owed to the Issuer or an Affiliate of the Issuer; or

(ii) to invest in Replacement Assets or to reimburse the cost of any investment in Replacement Assets incurred on or after the date on which the Asset Sale giving rise to such Net Proceeds was contractually committed.

In the case of Section 4.06(b)(ii), a binding commitment entered into not later than such 450th day shall be treated as a permitted application of the Net Proceeds from the date of such commitment so long as the Issuer or such Restricted Subsidiary enters into such commitment with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment within 180 days of such commitment; *provided* that in the event such binding commitment is later canceled or terminated for any reason before such Net Proceeds are so applied, then such Net Proceeds shall constitute Excess Proceeds.

Pending the final application of any such Net Proceeds, the Issuer or such Restricted Subsidiary may temporarily reduce Credit Agreement Indebtedness or Indebtedness under a Permitted Receivables Financing or a Specified Vendor Receivables Financing, if any, or otherwise invest such Net Proceeds in any manner not prohibited by this Indenture. Any Net Proceeds from any Asset Sale that are not applied as provided and within the time period set forth in the first sentence of this Section 4.06(b) (it being understood that any portion of such Net Proceeds used to make an offer to purchase Notes, as described in clause (i) of this Section 4.06(b), shall be deemed to have been invested whether or not such offer is accepted) will be deemed to constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds \$40.0 million, the Issuer shall make an offer to all holders of Notes (and, at the option of the Issuer, to holders of any other Pari Passu Indebtedness) (an "Asset Sale Offer") to purchase the maximum principal amount of Notes (and, if applicable, such other Pari Passu Indebtedness), that is at least \$2,000 and an integral multiple of \$1,000 in excess thereof that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof (or, in the event the Notes or other Pari Passu Indebtedness were issued with significant original issue discount, 100% of the accreted value thereof), *plus* accrued and unpaid interest, if any, (or, in respect of such other Pari Passu Indebtedness, such lesser price, if any, as may be provided for by the terms of such other Pari

Passu Indebtedness), to, but excluding, the date fixed for the closing of such offer, in accordance with the procedures set forth in this Indenture. The Issuer will commence an Asset Sale Offer with respect to Excess Proceeds within twenty (20) Business Days after the date that Excess Proceeds exceeds \$40.0 million by mailing, or delivering electronically if the Notes are held by the Depository, the notice required pursuant to the terms of this Indenture, with a copy to the Trustee. To the extent that the aggregate amount of Notes (and such other Pari Passu Indebtedness) tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Issuer may use any remaining Excess Proceeds for any purpose that is not prohibited by this Indenture. If the aggregate principal amount of Notes (and such other Pari Passu Indebtedness) surrendered by holders thereof exceeds the amount of Excess Proceeds, the Trustee, upon receipt of notice from the Issuer of the aggregate principal amount to be selected, shall select the Notes to be purchased in the manner described in Section 4.06(e). The Issuer may satisfy the foregoing obligation with respect to any Net Proceeds from an Asset Sale by making an Asset Sale Offer with respect to such Net Proceeds prior to the expiration of the relevant 450 days (or such longer period provided by this Section 4.06(b)). Upon completion of any such Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

(c) The Issuer will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations to the extent such laws or regulations are applicable in connection with the repurchase of the Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Indenture, the Issuer will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in this Indenture by virtue thereof.

(d) Not later than the date upon which written notice of an Asset Sale Offer is delivered to the Trustee as provided above, the Issuer shall deliver to the Trustee an Officer's Certificate as to (i) the amount of the Excess Proceeds, (ii) the allocation of the Net Proceeds from the Asset Sales pursuant to which such Asset Sale Offer is being made and (iii) the compliance of such allocation with the provisions of Section 4.06(b).

(e) Holders electing to have a Note purchased shall be required to surrender such Note, with an appropriate form duly completed, to the Issuer at the address specified in the notice at least three (3) Business Days prior to the purchase date. Holders shall be entitled to withdraw their election if the Trustee or the Issuer receives not later than one (1) Business Day prior to the purchase date, a telegram, telex, facsimile transmission or letter setting forth the name of the holder, the principal amount of the Note which was delivered by the holder for purchase and a statement that such holder is withdrawing his election to have such Note purchased. If at the expiration of the period for which the Asset Sale Offer remains open more Notes (and such other Pari Passu Indebtedness) are tendered pursuant to an Asset Sale Offer than the Issuer is required to purchase, selection of such Notes for purchase shall be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which such Notes are listed (and the Issuer shall notify the Trustee of any such listing), or if such Notes are not so listed, on a pro rata basis to the extent practicable or by lot (and in such manner as complies with the requirements of the Depository, if applicable); *provided* that no Notes of \$2,000 or less shall be purchased in part. Selection of such other Pari Passu Indebtedness shall be made pursuant to the terms of such other Pari Passu Indebtedness.

(f) Notices of an Asset Sale Offer shall be mailed by the Issuer by first class mail, postage prepaid, or delivered electronically if held by the Depository, at least 30 but not more than 60 days before the purchase date to each holder of Notes at such holder's registered address. If any Note is to be purchased in part only, any notice of purchase that relates to such Note shall state the portion of the principal amount thereof that has been or is to be purchased.



SECTION 4.07 Transactions with Affiliates.

(a) The Issuer shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction or series of transactions, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Issuer (each of the foregoing, an “Affiliate Transaction”) involving aggregate consideration in excess of \$25.0 million, unless:

(i) such Affiliate Transaction is on terms that are not materially less favorable to the Issuer or the relevant Restricted Subsidiary than those that could have been obtained in a comparable transaction by the Issuer or such Restricted Subsidiary with an unrelated Person; and

(ii) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$50.0 million, the Issuer delivers to the Trustee a resolution adopted in good faith by the majority of the Board of Directors of the Issuer, approving such Affiliate Transaction and set forth in an Officer’s Certificate certifying that such Affiliate Transaction complies with clause (i) above.

(b) The provisions of Section 4.07(a) shall not apply to the following:

(i) transactions between or among the Issuer and/or any of the Restricted Subsidiaries (or an entity that becomes a Restricted Subsidiary as a result of such transaction) and any merger, consolidation or amalgamation of the Issuer and any direct parent of the Issuer; *provided* that such parent shall have no material liabilities and no material assets other than cash, Cash Equivalents and the Capital Stock of the Issuer and such merger, consolidation or amalgamation is otherwise in compliance with the terms of this Indenture and effected for a bona fide business purpose;

(ii) Restricted Payments permitted by Section 4.04 and Permitted Investments (other than clause (12) of the definition thereof);

(iii) the payment of reasonable and customary fees and reimbursement of expenses paid to, and indemnity provided on behalf of, officers, directors, employees or consultants of the Issuer, any Restricted Subsidiary, or any direct or indirect parent of the Issuer;

(iv) transactions in which the Issuer or any Restricted Subsidiary, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Issuer or such Restricted Subsidiary from a financial point of view or meets the requirements of Section 4.07(a)(i);

(v) payments or loans (or cancellation of loans) to officers, directors, employees or consultants which are approved by a majority of the Board of Directors of the Issuer in good faith;

(vi) any agreement as in effect as of the Issue Date or any amendment thereto or renewal, extension, restatement or replacement thereof (so long as any such agreement together with all amendments thereto and renewals, extensions, restatements and replacements thereof, taken as a whole, is not more disadvantageous to the holders of the Notes in any material respect than the original agreement as in effect on the Issue Date) or any transaction contemplated thereby as determined in good faith by the Issuer;

(vii) the existence of, or the performance by the Issuer or any Restricted Subsidiary of its obligations under the terms of any stockholders or limited liability company agreement (including any registration rights agreement or purchase agreement related thereto) to which it is a party as of the Issue Date, and any transaction, agreement or arrangement described in the Offering Memorandum and, in each case, any amendment thereto or similar transactions, agreements or arrangements which it may enter into thereafter; *provided, however*, that the existence of, or the performance by the Issuer or any Restricted Subsidiary of its obligations under, any future amendment to any such existing transaction, agreement or arrangement or under any similar transaction, agreement or arrangement entered into after the Issue Date shall only be permitted by this clause (vii) to the extent that the terms of any such existing transaction, agreement or arrangement together with all amendments thereto, taken as a whole, or new transaction, agreement or arrangement are not otherwise more disadvantageous to the holders of the Notes in any material respect than the original transaction, agreement or arrangement as in effect on the Issue Date;

(viii) transactions with a Person that is an Affiliate of the Issuer solely because the Issuer or a Restricted Subsidiary owns an Equity Interest in, or controls, such Person;

(ix) (A) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, or transactions otherwise relating to the purchase or sale of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Indenture, which are fair to the Issuer and the Restricted Subsidiaries in the reasonable determination of the Board of Directors or the senior management of the Issuer, or are on terms at least as favorable in all material respects as might reasonably have been obtained at such time from an unaffiliated party or (B) transactions with joint ventures or Unrestricted Subsidiaries entered into in the ordinary course of business and consistent with past practice or industry norm;

(x) any transaction effected as part of a Permitted Receivables Financing;

(xi) the issuance of Equity Interests (other than Disqualified Stock) of the Issuer to any Person;

(xii) the issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, the funding of, or the making of payments pursuant to, employment, consulting and service agreements and arrangements, stock option and stock ownership plans, long-term incentive plans or similar employee or director benefit plans approved by the Board of Directors of the Issuer or any direct or indirect parent of the Issuer or the Board of Directors of a Restricted Subsidiary, as appropriate, in good faith;

(xiii) any contribution to the capital of the Issuer;

(xiv) transactions permitted by, and complying with, Section 5.01;

(xv) transactions between the Issuer or any Restricted Subsidiary and any Person, a director of which is also a director of the Issuer or any direct or indirect parent of the Issuer; *provided, however*, that such director abstains from voting as a director of the Issuer or such direct or indirect parent, as the case may be, on any matter involving such other Person;

(xvi) pledges of Equity Interests of Unrestricted Subsidiaries;

(xvii) the formation and maintenance of any consolidated group or subgroup for tax, accounting or cash pooling or cash management purposes in the ordinary course of business;

(xviii) any employment agreements or any similar or related agreements entered into by the Issuer or any Restricted Subsidiary in the ordinary course of business;

(xix) transactions undertaken in good faith (as certified by a responsible financial or accounting officer of the Issuer in an Officer's Certificate) for the purpose of improving the consolidated tax efficiency of the Issuer and its Subsidiaries and not for the purpose of circumventing any covenant set forth in this Indenture; and

(xx) transactions with any Person solely in its capacity as a holder of Indebtedness or Capital Stock of the Issuer or any of the Restricted Subsidiaries if such transaction provides for equal treatment of such Person and all other holders, in their capacity as holders, of the same series of such Indebtedness or of the same class of such Capital Stock.

#### SECTION 4.08 Change of Control.

(a) Upon the occurrence of a Change of Control, each holder shall have the right to require the Issuer to repurchase all or any part of such holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof, *plus* accrued and unpaid interest, if any, to, but excluding, the date of repurchase (subject to the right of the holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date), in accordance with the terms contemplated in this Section 4.08; *provided, however*, that notwithstanding the occurrence of a Change of Control, the Issuer shall not be obligated to purchase any Notes pursuant to this Section 4.08 in the event that it has previously or concurrently exercised its right to redeem such Notes in accordance with Article III of this Indenture.

(b) Within 30 days following any Change of Control, except to the extent that the Issuer has exercised its right to redeem the Notes in accordance with Article III of this Indenture, the Issuer shall mail, or deliver electronically if the Notes are held by DTC, a notice (a "Change of Control Offer") to each holder with a copy to the Trustee stating:

(i) that a Change of Control Offer is being made pursuant to this Section 4.08 and that all Notes properly tendered pursuant to such Change of Control Offer will be accepted for payment by the Issuer;

(ii) the repurchase price (equal to 101% of the principal amount thereof, *plus* accrued and unpaid interest, if any, to, but excluding, the date of repurchase, payable in cash (subject to the right of holders of record on a record date to receive interest on the relevant interest payment date));

(iii) the repurchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed, except in the case of a conditional Change of Control Offer made in advance as described below) (the "Change of Control Repurchase Date");

(iv) the instructions determined by the Issuer, consistent with this Section 4.08, that a holder must follow in order to have its Notes purchased;

(v) that any Note not properly tendered will remain outstanding and continue to accrue interest;

(vi) that unless the Issuer defaults in the payment of the Change of Control payment, all Notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on the Change of Control repurchase date;

(vii) that holders whose Notes are being purchased only in part will be issued new notes and such new notes will be equal in principal amount to the unpurchased portion of the Notes surrendered. The unpurchased portion of the Notes must be equal to at least \$2,000 or any integral multiple of \$1,000 in excess of \$2,000; and

(viii) if such notice is delivered prior to the occurrence of a Change of Control, stating that the Change of Control Offer is conditional on the occurrence of such Change of Control and shall describe each such condition, and, if applicable, shall state that, in the Issuer's discretion, the Change of Control Repurchase Date may be delayed until such time as any or all such conditions shall be satisfied, or that such repurchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Change of Control Repurchase Date, or by the Change of Control Repurchase Date as so delayed.

(c) Holders electing to have a Note purchased shall be required to surrender the Note, with an appropriate form duly completed, to the Issuer at the address specified in the notice at least three (3) Business Days prior to the purchase date. The holders shall be entitled to withdraw their election if the Trustee or the Issuer receives not later than one (1) Business Day prior to the purchase date a telegram, telex, facsimile transmission or letter setting forth the name of the holder, the principal amount of the Note which was delivered for purchase by the holder and a statement that such holder is withdrawing its election to have such Note purchased. Holders whose Notes are purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered.

(d) On the Change of Control Repurchase Date, the Issuer will, to the extent lawful:

(i) accept for payment all Notes or portions thereof (in minimum denominations of \$2,000 or an integral multiple of \$1,000 in excess thereof) properly tendered pursuant to the Change of Control Offer;

(ii) deposit with the Paying Agent funds sufficient to pay the Change of Control repurchase price in respect of all Notes or portions thereof so tendered; and

(iii) deliver or cause to be delivered to the Trustee for cancellation all Notes so accepted.

(e) On the Change of Control Repurchase Date, the paying agent will promptly remit payment to each holder so tendered the Change of Control repurchase price for such Notes, and the Trustee will promptly authenticate and deliver (or cause to be transferred by book-entry) to each holder a new note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each such new note will be in a minimum denomination of \$2,000 or an integral multiple of \$1,000 in excess thereof. The Issuer will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Repurchase Date.

(f) A Change of Control Offer may be made in advance of a Change of Control, and conditioned upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

(g) Notwithstanding the foregoing provisions of this Section 4.08, the Issuer shall not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes properly tendered and not withdrawn under such Change of Control Offer.

(h) Notes repurchased by the Issuer pursuant to a Change of Control Offer will have the status of Notes issued but not outstanding or will be retired and canceled at the option of the Issuer. Notes purchased by a third party pursuant to clause (g) or clause (k) of this Section 4.08 will have the status of Notes issued and outstanding.

(i) At the time the Issuer delivers Notes to the Trustee which are to be accepted for purchase, the Issuer shall also deliver an Officer's Certificate stating that such Notes are to be accepted by the Issuer pursuant to and in accordance with the terms of this Section 4.08.

A Note shall be deemed to have been accepted for purchase at the time the Trustee, directly or through an agent, mails or delivers payment therefor to the surrendering holder.

(j) The Issuer shall comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this Section. To the extent that the provisions of any securities laws or regulations conflict with provisions of this Section 4.08, the Issuer shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.08 by virtue thereof.

(k) If holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Issuer, or any third party making a Change of Control Offer in lieu of the Issuer as described above, purchases all of the Notes validly tendered and not withdrawn by such holders, the Issuer or such third party will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer, to redeem all Notes that remain outstanding following such purchase at a price in cash equal to 101% of the principal amount thereof *plus* accrued and unpaid interest, if any, to, but excluding, the date of redemption. Any such redemption shall be effected pursuant to Article III.

**SECTION 4.09 Compliance Certificate.** The Issuer shall deliver to the Trustee within 120 days after the end of each fiscal year of the Issuer, beginning with the fiscal year ending on December 31, 2017, an Officer's Certificate stating that in the course of the performance by the signer (one of which shall be the principal executive officer, the principal financial officer or principal accounting officer of the Issuer) of his or her duties as an Officer of the Issuer he or she would normally have knowledge of any Default and whether or not the signer know of any Default that occurred during such period. If such Officer does, the certificate shall describe the Default, its status and what action the Issuer is taking or proposes to take with respect thereto. In addition, so long as any Notes are outstanding, if any Default has occurred and is continuing under this Indenture, the Issuer shall within thirty (30) Business Days of the occurrence thereof deliver to the Trustee an Officer's Certificate specifying such Default and what action the Issuer is taking or proposed to take with respect thereto. Except with respect to receipt of payments of principal and interest on the Notes and any Default or Event of Default information contained in an Officer's Certificate delivered to it pursuant to this Section 4.09, the Trustee shall have no duty to review, ascertain or confirm the Issuer's compliance with or the breach of any representation, warranty or covenant made in this Indenture.

SECTION 4.10 Further Instruments and Acts. Upon request of the Trustee, the Issuer shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 4.11 Future Guarantors. The Issuer shall cause each of its direct and indirect Subsidiaries that is a borrower or guarantor of the U.S. Obligations under the Credit Agreement or that guarantees any other Capital Markets Indebtedness of the Issuer or any of the Guarantors, within 30 days after incurring such Indebtedness, to execute and deliver to the Trustee a supplemental indenture substantially in the form of Exhibit D pursuant to which such Subsidiary will guarantee the Guaranteed Obligations.

SECTION 4.12 Liens.

(a) The Issuer shall not, and shall not permit any of the Restricted Subsidiaries to, directly or indirectly, create, incur or suffer to exist any Lien (except Permitted Liens) on any asset or property of the Issuer or such Restricted Subsidiary securing Indebtedness of the Issuer or a Restricted Subsidiary unless the Notes are equally and ratably secured with (or on a senior basis to, in the case of obligations subordinated in right of payment to the Notes) the obligations so secured until such time as such obligations are no longer secured by a Lien.

(b) Any Lien that is granted to secure the Notes or any Guarantee under Section 4.12(a) shall be automatically released and discharged at the same time as the release of the Lien that gave rise to the obligation to secure the Notes or such Guarantee under Section 4.12(a).

(c) For purposes of determining compliance with this Section 4.12, (i) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of permitted Liens (or any portion thereof) described in the definition of "Permitted Liens" or pursuant to Section 4.12(a) but may be permitted in part under any combination thereof and (ii) in the event that a Lien securing an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Liens (or any portion thereof) described in the definition of "Permitted Liens" or pursuant to Section 4.12(a), the Issuer may, in its sole discretion, classify or reclassify, or later divide, classify or reclassify (as if incurred at such later time), such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this Section 4.12 and will be entitled to only include the amount and type of such Lien or such item of Indebtedness secured by such Lien (or any portion thereof) in one of the categories of permitted Liens (or any portion thereof) described in the definition of "Permitted Liens" or pursuant to Section 4.12(a) and, in such event, such Lien securing such item of Indebtedness (or any portion thereof) will be treated as being incurred or existing pursuant to only such clause or clauses (or any portion thereof) or pursuant to Section 4.12(a) without giving *pro forma* effect to such item (or portion thereof) when calculating the amount of Liens or Indebtedness that may be incurred pursuant to any other clause or paragraph.

(d) With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The "Increased Amount" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms or in the form of common stock of the Issuer, the payment of dividends on Preferred Stock in the form of additional shares of Preferred Stock of the same class, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness described in clause (3) of the definition of "Indebtedness."

SECTION 4.13 Maintenance of Office or Agency.

(a) The Issuer shall maintain an office or agency (which may be an office of the Trustee or an affiliate of the Trustee or Registrar) where Notes may be surrendered for registration of transfer or for exchange. The Issuer shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations and surrenders may be made at the Corporate Trust Office of the Trustee as set forth in Section 11.02.

(b) The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided, however*, that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency for such purposes. The Issuer shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

(c) The Issuer hereby designates the Corporate Trust Office of the Trustee or its agent as such office or agency of the Issuer in accordance with Section 2.04.

SECTION 4.14 Existence. The Issuer shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business; *provided* that the foregoing shall not prohibit any transaction permitted under Section 5.01, and the Issuer shall not be required to preserve, renew and keep in full force and effect any such right, license, permit, privilege, franchise or legal existence if the Issuer shall determine in good faith the preservation, renewal or keeping in full force and effect thereof is no longer desirable in the conduct of the business of the Issuer.

SECTION 4.15 Covenant Suspension. If, on any date following the Issue Date, (i) the Notes have Investment Grade Ratings from both Rating Agencies and (ii) no Default has occurred and is continuing under this Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "Covenant Suspension Event"), and subject to the provisions of the following paragraph, then, beginning on that day, the Issuer and the Restricted Subsidiaries shall not be subject to Sections 4.03, 4.04, 4.05, 4.06, 4.07, 4.11 and 5.01(a)(iv) (collectively, the "Suspended Covenants").

In the event that the Issuer and the Restricted Subsidiaries are not subject to the Suspended Covenants under this Indenture for any period of time as a result of the foregoing, and on any subsequent date (the "Reversion Date") one or both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the rating assigned to the Notes below an Investment Grade Rating, then the Issuer and the Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants under this Indenture with respect to future events.

The Issuer shall provide the Trustee with written notice of each Covenant Suspension Event or Reversion Date within five (5) Business Days of the occurrence thereof.

During the Suspension Period, the Issuer may not designate or redesignate any Unrestricted Subsidiaries.

During the Suspension Period, the Issuer and its Restricted Subsidiaries will be entitled to incur Liens to the extent provided for in Section 4.12 (including, without limitation, Permitted Liens) to the extent provided for in such covenant and any Permitted Liens which may refer to one or more Suspended Covenants shall be interpreted as though such applicable Suspended Covenant(s) continued to be applicable during the Suspension Period (but solely for purposes of Section 4.12 and for no other covenant).

On each Reversion Date, all Indebtedness Incurred, or Disqualified Stock or Preferred Stock issued, during the Suspension Period will be classified as having been Incurred or issued pursuant to Sections 4.03(a) and (b) (to the extent such Indebtedness or Disqualified Stock or Preferred Stock would be permitted to be Incurred or issued thereunder as of the Reversion Date and after giving effect to Indebtedness Incurred or issued prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Indebtedness or Disqualified Stock or Preferred Stock would not be so permitted to be Incurred or issued pursuant to Sections 4.03(a) and (b), such Indebtedness or Disqualified Stock or Preferred Stock will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under Section 4.03(b)(iii). Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under Section 4.04 will be made as though Section 4.04 had been in effect since the Issue Date and prior to, but not during, the Suspension Period. Accordingly, Restricted Payments made during the Suspension Period will not reduce the amount available to be made as Restricted Payments under Section 4.04(a). As described above, however, no Default or Event of Default will be deemed to have occurred on the Reversion Date as a result of any actions taken by the Issuer or the Restricted Subsidiaries during the Suspension Period or any actions taken at any time pursuant to any contractual obligation arising prior to the Reversion Date, regardless of whether such actions or events would have been permitted if the applicable Suspended Covenants remained in effect during such period. Within 30 days of such Reversion Date, the Issuer must comply with the terms of Section 4.11.

For purposes of Section 4.05, on the Reversion Date, any consensual encumbrances or consensual restrictions of the type specified in clause (a) or (b) thereof entered into during the Suspension Period will be deemed to have been in effect on the Issue Date, so that they are permitted under clause (1) (i) thereof.

For purposes of Section 4.07, any Affiliate Transaction entered into after the Reversion Date pursuant to a contract, agreement, loan, advance or guaranty with, or for the benefit of, any Affiliate of the Issuer entered into during the Suspension Period will be deemed to have been in effect as of the Issue Date for purposes of clause (b)(vi) thereof.

For purposes of Section 4.06, on the Reversion Date, the unutilized Excess Proceeds amount will be reset to zero.

**SECTION 4.16 Financial Calculation for Limited Condition Acquisitions.** When calculating the availability under any basket or ratio under this Indenture, in each case in connection with a Limited Condition Acquisition, the date of determination of such basket or ratio and of any Default or Event of Default may, at the option of the Issuer, be the date the definitive agreements for such Limited Condition Acquisition are entered into and such baskets or ratios shall be calculated with such pro forma adjustments as are appropriate and consistent with the pro forma adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio" after giving effect to such Limited Condition Acquisition and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they occurred at the beginning of the applicable period for purposes of determining the ability to consummate any such Limited Condition Acquisition (and not for purposes of any subsequent availability of any basket or ratio), and, for the avoidance of doubt, (x) if any of such baskets or ratios are exceeded as a result of fluctuations in such basket or ratio (including due



to fluctuations in EBITDA of the Issuer or the target company) subsequent to such date of determination and at or prior to the consummation of the relevant Limited Condition Acquisition, such baskets or ratios will not be deemed to have been exceeded as a result of such fluctuations for purposes of determining whether the Limited Condition Acquisition and related transactions are permitted under this Indenture and (y) such baskets or ratios shall not be tested at the time of consummation of such Limited Condition Acquisition or related transactions solely for purposes of determining whether such Limited Condition Acquisition is permitted under this Indenture; *provided*, that if the Issuer elects to have such determinations occur at the time of entry into such definitive agreement, any such transactions (including any incurrence of Indebtedness and the use of proceeds thereof) shall be deemed to have occurred on the date the definitive agreements are entered and outstanding thereafter for purposes of calculating any baskets or ratios under this Indenture after the date of such agreement and before the earlier of the termination of the agreement governing the Limited Condition Acquisition and consummation of such Limited Condition Acquisition; *provided, however*, that for purposes of Section 4.04, the ratio determination set forth in Section 4.04(b)(xii) will be tested (x) on a *pro forma* basis assuming such Limited Condition Acquisition has been consummated and (y) without assuming such Limited Condition Acquisition has been consummated, with the clause resulting in the highest Consolidated Leverage Ratio being the determinative calculation for purposes of Section 4.04(b)(xii).

## ARTICLE V SUCCESSOR ISSUER

### SECTION 5.01 When Issuer and Guarantors May Merge or Transfer Assets.

(a) The Issuer may not consolidate, amalgamate or merge with or into or wind up into (whether or not the Issuer is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to any Person unless:

(i) the Issuer is the surviving Person or the Person formed by or surviving any such consolidation, amalgamation, merger, winding up or conversion (if other than the Issuer) or to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made is a corporation, partnership or limited liability company or similar entity organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (the Issuer or such Person, as the case may be, being herein called the "Successor Issuer"); *provided* that in the event that the Successor Issuer is not a corporation, a co-obligor of the Notes is a corporation;

(ii) the Successor Issuer (if other than the Issuer) expressly assumes all the obligations of the Issuer under this Indenture pursuant to a supplemental indenture or other applicable documents or instruments in form reasonably satisfactory to the Trustee;

(iii) immediately after giving effect to such transaction (and treating any Indebtedness which becomes an obligation of the Successor Issuer or any of its Restricted Subsidiaries as a result of such transaction as having been Incurred by the Successor Issuer or such Restricted Subsidiary at the time of such transaction), no Default shall have occurred and be continuing;

(iv) immediately after giving *pro forma* effect to such transaction, as if such transaction had occurred at the beginning of the applicable four-quarter period (and treating any Indebtedness which becomes an obligation of the Successor Issuer or any of its Restricted Subsidiaries as a result of such transaction as having been Incurred by the Successor Issuer or such Restricted Subsidiary at the time of such transaction), either

(1) the Successor Issuer would be permitted to Incur at least \$1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.03(a); or

(2) the Fixed Charge Coverage Ratio of the Issuer would be no less than such ratio immediately prior to such transaction;

(v) if the Issuer is not the Successor Issuer, each Guarantor, unless it is the other party to the transactions described above, shall have by supplemental indenture confirmed that its Guarantee shall apply to such Person's obligations under this Indenture and the Notes; and

(vi) the Successor Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, amalgamation, merger or transfer and such supplemental indentures (if any) comply with this Indenture.

The Successor Issuer (if other than the Issuer) will succeed to, and be substituted for, the Issuer under this Indenture and the Notes, and in such event the Issuer will automatically be released and discharged from its obligations under this Indenture and the Notes. Notwithstanding the foregoing clauses (iii) and (iv) of this Section 5.01(a), (A) the Issuer or any Restricted Subsidiary may merge, consolidate or amalgamate with or transfer all or part of its properties and assets to a Restricted Subsidiary or, provided that the Issuer is the Successor Issuer, the Issuer, and (B) the Issuer may merge, consolidate or amalgamate with an Affiliate incorporated solely for the purpose of reincorporating the Issuer in another state of the United States, the District of Columbia or any territory of the United States (collectively, "Permitted Jurisdictions") or may convert into a corporation, partnership or limited liability company, so long as the amount of Indebtedness of the Issuer and the Restricted Subsidiaries is not increased thereby. This Section 5.01(a) will not apply to a sale, assignment, transfer, lease, conveyance or other disposition of assets between or among the Issuer and the Restricted Subsidiaries.

(b) Subject to the provisions of Section 10.02(b), no Guarantor shall, and the Issuer shall not permit any such Guarantor to, consolidate, amalgamate or merge with or into or wind up into (whether or not such Guarantor is the surviving Person), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, any Person unless:

(i) either (A) such Guarantor is the surviving Person or the Person formed by or surviving any such consolidation, amalgamation or merger (if other than such Guarantor) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a company, corporation, partnership or limited liability company or similar entity organized or existing under the laws of the United States, any state thereof, the District of Columbia, or any territory thereof (such Guarantor or such Person, as the case may be, being herein called the "Successor Guarantor") and the Successor Guarantor (if other than such Guarantor) expressly assumes all the obligations of such Guarantor under this Indenture and the Notes or the Guarantee, as applicable, pursuant to a supplemental indenture or other applicable documents or instruments in form reasonably satisfactory to the Trustee, or (B) such sale or disposition or consolidation, amalgamation or merger is not in violation of Section 4.06; and

(ii) the Successor Guarantor (if other than such Guarantor) shall have delivered or caused to be delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, amalgamation, merger or transfer and such supplemental indenture (if any) comply with this Indenture.

Except as otherwise provided in this Indenture, the Successor Guarantor (if other than such Guarantor) will succeed to, and be substituted for, such Guarantor under this Indenture and the Notes or the Guarantee, as applicable, and such Guarantor will automatically be released and discharged from its obligations under this Indenture and the Notes or its Guarantee. Notwithstanding the foregoing, (1) a Guarantor may merge, amalgamate or consolidate with an Affiliate incorporated solely for the purpose of reincorporating such Guarantor in a Permitted Jurisdiction or may convert into a limited liability company, corporation, partnership or similar entity organized or existing under the laws of any Permitted Jurisdiction so long as the amount of Indebtedness of such Guarantor is not increased thereby and (2) a Guarantor may consolidate, amalgamate or merge with or into or wind up into, liquidate, dissolve, or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets to the Issuer or any Guarantor.

## ARTICLE VI DEFAULTS AND REMEDIES

SECTION 6.01 Events of Default. An “Event of Default” occurs with respect to the Notes if:

- (a) there is a default in any payment of interest on any Note when due, and such default continues for a period of 30 days;
- (b) there is a default in the payment of principal or premium, if any, of any Note when due at its Stated Maturity, upon optional redemption, upon required repurchase, upon declaration or otherwise;
- (c) there is a failure by the Issuer for 120 days after receipt of written notice given by the Trustee or the holders of not less than 25% in aggregate principal amount of the Notes then outstanding (with a copy to the Trustee) to comply with any of its obligations, covenants or agreements in Section 4.02;
- (d) there is a failure by the Issuer or any Restricted Subsidiary for 60 days after written notice given by the Trustee or the holders of not less than 25% in principal amount of the Notes then outstanding (with a copy to the Trustee) to comply with its other obligations, covenants or agreements (other than a default referred to in clauses (a), (b) and (c) above) contained in the Notes or this Indenture;
- (e) there is a failure by the Issuer or any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) to pay any Indebtedness (other than Indebtedness owing to the Issuer or a Restricted Subsidiary) within any applicable grace period after final maturity or the acceleration of any such Indebtedness by the holders thereof because of a default, in each case, if the total amount of such Indebtedness unpaid or accelerated exceeds \$75.0 million or its foreign currency equivalent;
- (f) the Issuer or any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) pursuant to or within the meaning of any Bankruptcy Law:
  - (i) commences a voluntary case;

- (ii) consents to the entry of an order for relief against it in an involuntary case;
  - (iii) consents to the appointment of a Custodian of it or for any substantial part of its property; or
  - (iv) makes a general assignment for the benefit of its creditors or takes any comparable action under any foreign laws relating to insolvency;
- (g) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:
- (i) is for relief against the Issuer or any Significant Subsidiary in an involuntary case;
  - (ii) appoints a Custodian of the Issuer or any Significant Subsidiary or for any substantial part of its property; or
  - (iii) orders the winding up or liquidation of the Issuer or any Significant Subsidiary;

or any similar relief is granted under any foreign laws and, in each case, the order or decree remains unstayed and in effect for 60 days;

(h) there is a failure by the Issuer or any Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) to pay final judgments aggregating in excess of \$75.0 million or its foreign currency equivalent (net of any amounts which are covered by enforceable insurance policies issued by solvent carriers), which judgments are not discharged, waived or stayed for a period of 60 days; or

(i) the Guarantee of a Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) with respect to the Notes ceases to be in full force and effect (except as contemplated by the terms thereof) or the Issuer or any Guarantor that qualifies as a Significant Subsidiary (or any group of Subsidiaries that together would constitute a Significant Subsidiary) denies or disaffirms its obligations under this Indenture or any Guarantee with respect to the Notes and such Default continues for 10 days.

The foregoing shall constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

However, a default under clause (c) or (d) above shall not constitute an Event of Default until the Trustee or the holders of at least 25% in principal amount of outstanding Notes notify the Issuer, with a copy to the Trustee, of the default and the Issuer does not cure such default within the time specified in clauses (c) or (d) hereof after receipt of such notice. Such notice must specify the Default, demand that it be remedied and state that such notice is a "Notice of Default."

The term "Bankruptcy Law" means Title 11, United States Code, or any similar Federal or state law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

SECTION 6.02 Acceleration. If an Event of Default (other than an Event of Default specified in Section 6.01(f) or (g) hereof with respect to the Issuer) occurs and is continuing, the Trustee by notice to the Issuer or the holders of at least 25% in principal amount of outstanding Notes by notice to the Issuer, with a copy to the Trustee, may declare the principal of, premium, if any, and accrued but unpaid interest on all the Notes to be due and payable. Upon such a declaration, such principal and interest shall be due and payable immediately. If an Event of Default specified in Section 6.01(f) or (g) with respect to the Issuer occurs, the principal of, premium, if any, and interest on all the Notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any holders. The holders of a majority in principal amount of outstanding Notes by notice to the Trustee may rescind any such acceleration with respect to the Notes and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of acceleration. No such rescission shall affect any subsequent or other Default or impair any consequent right.

In the event of any Event of Default specified in Section 6.01(e), such Event of Default and all consequences thereof (excluding, however, any resulting payment default) shall be annulled, waived and rescinded, automatically and without any action by the Trustee or the holders of the Notes, if within 30 days after such Event of Default arose the Issuer delivers an Officer's Certificate to the Trustee stating that (x) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged or (y) the holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default or (z) the default that is the basis for such Event of Default has been cured, it being understood that in no event shall an acceleration of the principal amount of the Notes as described above be annulled, waived or rescinded upon the happening of any such events.

SECTION 6.03 Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy at law or in equity to collect the payment of principal of or interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. To the extent required by law, all available remedies are cumulative.

SECTION 6.04 Waiver of Past Defaults. Provided the Notes are not then due and payable by reason of a declaration of acceleration, the holders of a majority in principal amount of the Notes then outstanding by written notice to the Trustee may waive an existing Default and its consequences except (a) a Default in the payment of the principal of or interest on a Note, (b) a Default arising from the failure to redeem or purchase any Note when required pursuant to the terms of this Indenture or (c) a Default in respect of a provision that under Section 9.02 cannot be amended without the consent of each holder affected. When a Default is waived, it is deemed cured and the Issuer, the Trustee and the holders will be restored to their former positions and rights under this Indenture, but no such waiver shall extend to any subsequent or other Default or impair any consequent right.

SECTION 6.05 Control by Majority. The holders of a majority in principal amount of outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or, if the Trustee, being advised by counsel, determines that the action or proceeding so directed may not lawfully be taken or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the

Trustee in personal liability or expense for which it is not adequately indemnified, or, subject to Section 7.01, that the Trustee determines is unduly prejudicial to the rights of any other holder or that would involve the Trustee in personal liability. Prior to taking any action under this Indenture, the Trustee shall be entitled to indemnification satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

**SECTION 6.06 Limitation on Suits.**

(a) Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no holder may pursue any remedy with respect to this Indenture or the Notes unless:

- (i) such holder has previously given the Trustee written notice that an Event of Default is continuing,
- (ii) holders of at least 25% in principal amount of the outstanding Notes have requested the Trustee to pursue the remedy,
- (iii) such holders have offered the Trustee security or indemnity satisfactory to it against any loss, liability or expense,
- (iv) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity, and
- (v) the holders of a majority in principal amount of the outstanding Notes have not given the Trustee a direction inconsistent with such request within such 60-day period.

(b) A holder may not use this Indenture to prejudice the rights of another holder or to obtain a preference or priority over another holder (it being understood that the Trustee shall have no obligation to ascertain whether or not such actions or forbearances are unduly prejudicial to any other holder).

**SECTION 6.07 Rights of the Holders to Receive Payment.** Notwithstanding any other provision of this Indenture, the right of any holder to receive payment of principal of and interest on the Notes held by such holder, on or after the respective due dates expressed or provided for in the Notes, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder.

**SECTION 6.08 Collection Suit by Trustee.** If an Event of Default specified in Section 6.01(a) or (b) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Issuer or any other obligor on the Notes for the whole amount then due and owing (together with interest on overdue principal and (to the extent lawful) on any unpaid interest at the rate provided for in the Notes) and the amounts provided for in Section 7.07.

**SECTION 6.09 Trustee May File Proofs of Claim.** The Trustee may file such proofs of claim, statements of interest and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation, expenses disbursements and advances of the Trustee (including counsel, accountants, experts or such other professionals as the Trustee deems necessary, advisable or appropriate)) and the holders allowed in any judicial proceedings relative to the Issuer, the Guarantors, their creditors or their property, shall be entitled to participate as a member, voting or otherwise, of any official committee of creditors appointed in such matters and, unless prohibited by law or applicable regulations, may vote on behalf of the holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any Custodian in any such judicial

proceeding is hereby authorized by each holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.07. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any holder, or to authorize the Trustee to vote in respect of the claim of any holder in any such proceeding.

SECTION 6.10 Priorities. Any money or property collected by the Trustee pursuant to this Article VI and any other money or property distributable in respect of the Issuer's or any Guarantor's obligations under this Indenture after an Event of Default shall be applied in the following order:

FIRST: to the Trustee for amounts due hereunder (including the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts in accordance with Section 7.07);

SECOND: to the holders for amounts due and unpaid on the Notes for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal and interest, respectively; and

THIRD: to the Issuer or, to the extent the Trustee collects any amount for any Guarantor, to such Guarantor.

The Trustee may fix a record date and payment date for any payment to the holders pursuant to this Section 6.10. At least fifteen (15) days before such record date, the Trustee shall mail to each holder and the Issuer a notice that states the record date, the payment date and the amount to be paid.

SECTION 6.11 Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Article VI does not apply to a suit by the Trustee, a suit by a holder pursuant to Section 6.06 or a suit by holders of more than 10% in principal amount of the Notes.

SECTION 6.12 Waiver of Stay or Extension Laws. Neither the Issuer nor any Guarantor (to the extent it may lawfully do so) shall at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Issuer and the Guarantors (to the extent that they may lawfully do so) hereby expressly waive all benefit or advantage of any such law, and shall not hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

**ARTICLE VII**

**TRUSTEE**

SECTION 7.01 Duties of Trustee.

(a) The Trustee, prior to the occurrence of an Event of Default with respect to the Notes and after the curing or waiving of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee (it being agreed that the permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty); and

(ii) the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. The Trustee shall be under no duty to make any investigation as to any statement contained in any such instance, but may accept the same as conclusive evidence of the truth and accuracy of such statement or the correctness of such opinions. However, in the case of certificates or opinions required by any provision hereof to be provided to it, the Trustee shall examine the form of certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (b) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section 7.01.

(e) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer.

(f) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.



(g) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 7.01 and the TIA.

#### SECTION 7.02 Rights of Trustee.

(a) The Trustee may conclusively rely on any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officer's Certificate or Opinion of Counsel.

(c) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent (other than an agent who is an employee of the Trustee) appointed with due care.

(d) The Trustee shall not be responsible or liable for any action it takes or omits to take which it believes to be authorized or within its rights or powers; *provided, however*, that the Trustee's conduct does not constitute willful misconduct or gross negligence.

(e) The Trustee may consult with counsel of its own selection and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it hereunder in accordance with the advice or opinion of such counsel.

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond, debenture, note or other paper or document unless requested in writing to do so by the holders of not less than a majority in principal amount of the Notes at the time outstanding, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall, upon reasonable notice in writing, be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney, at the expense of the Issuer and shall incur no liability of any kind by reason of such inquiry or investigation.

(g) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the holders pursuant to this Indenture, unless such holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(h) The rights, privileges, protections, immunities and benefits given to the Trustee, including its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

(i) The Trustee shall not be responsible or liable for any action taken or omitted by it at the direction of the holders of not less than a majority in principal amount of the Notes as to the time, method and place of conducting any proceedings for any remedy available to the Trustee or the exercising of any power conferred by this Indenture.

(j) Any action taken, or omitted to be taken, by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent, is the holder of any Note shall be conclusive and binding upon future holders of Notes and upon Notes executed and delivered in exchange therefor or in place thereof.

(k) The Trustee may request that the Issuer delivers an Officer's Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officer's Certificate may be signed by any Person authorized to sign an Officer's Certificate, including any Person specified as so authorized in any such certificate previously delivered and not superseded.

(l) The Trustee shall not be responsible or liable for punitive, special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of actions.

(m) The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers under this Indenture.

(n) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; terrorism; wars and other military disturbances; sabotage; epidemics; riots; loss or malfunction of utilities, computer (hardware or software) or communication services; accidents; labor disputes; and acts of civil or military authorities and governmental action.

#### SECTION 7.03 Individual Rights of Trustee.

(a) The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee. Any Paying Agent or Registrar may do the same with like rights. However, the Trustee must comply with Sections 7.10 and 7.11.

(b) For certain payments made pursuant to this Indenture, the Trustee may be required to make a "reportable payment" or "withholdable payment" and in such cases the Trustee shall have the duty to act as a payor or withholding agent, respectively, that is responsible for any tax withholding and reporting required under Chapters 3, 4, and 61 of the Code. The Trustee shall have the sole right to make the determination as to which payments are "reportable payments" or "withholdable payments." All parties to this Indenture shall provide an executed IRS Form W-9 or appropriate IRS Form W-8 (or, in each case, any successor form) to the Trustee prior to closing, and shall promptly update any such form to the extent such form becomes obsolete or inaccurate in any respect. The Trustee shall have the right to request from any party to this Indenture, or any other Person entitled to payment hereunder, any additional forms, documentation or other information as may be reasonably necessary for the Trustee to satisfy its reporting and withholding obligations under the Code. To the extent any such forms to be delivered under this Section 7.03(b) are not provided prior to or by the time the related payment is required to be made or are determined by the Trustee to be incomplete and/or inaccurate in any respect, the Trustee shall be entitled to withhold on any such payments hereunder to the extent withholding is required under Chapters 3, 4, or 61 of the Code, and shall have no obligation to gross up any such payment.

SECTION 7.04 Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture, the Guarantees or the Notes, it shall not be accountable for the Issuer's use of the proceeds from the Notes, and it shall not be responsible for any

statement of the Issuer or any Guarantor in this Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Trustee's certificate of authentication. The Trustee shall not be charged with knowledge of any Default or Event of Default under Sections 6.01(b) (but only with respect to a repurchase of Notes pursuant to an Asset Sale Offer), (c), (d), (e), (f), (g), (h) or (i), or of the identity of any Significant Subsidiary unless either (a) a Trust Officer shall have actual knowledge thereof or (b) the Trustee shall have received written notice thereof, referencing the Notes and this Indenture, in accordance with Section 11.02 hereof from the Issuer, any Guarantor or any holder pursuant to Section 7.02(k). In accepting the trust hereby created, the Trustee acts solely as Trustee under this Indenture and not in its individual capacity and all persons, including without limitation the holders of Notes and the Issuer having any claim against the Trustee arising from this Indenture shall look only to the funds and accounts held by the Trustee hereunder for payment except as otherwise provided herein.

**SECTION 7.05 Notice of Defaults.** If a Default occurs and is continuing and is actually known to a Trust Officer or the Trustee, the Trustee shall mail, or deliver electronically if the Notes are held by DTC, to each holder of the Notes notice of the Default within the earlier of 90 days after it occurs or 30 days after it is actually known to a Trust Officer or written notice of it is received by the Trustee. Except in the case of a Default in the payment of principal of, premium (if any) or interest on any Note, the Trustee may withhold notice if and so long as it in good faith determines that withholding notice is in the interests of the noteholders.

**SECTION 7.06 Reports by Trustee to the Holders.** As promptly as practicable after each May 15<sup>th</sup> beginning with the May 15<sup>th</sup> following the date of this Indenture, and in any event within 60 days of each May 15<sup>th</sup>, the Trustee shall mail to each holder a brief report dated as of such May 15<sup>th</sup> that complies with Section 313(a) of the TIA if and to the extent required thereby. The Trustee shall also comply with Section 313(b) of the TIA.

Pursuant to Section 313(d) of the TIA, a copy of each report at the time of its mailing to the holders shall be filed with the SEC and each stock exchange (if any) on which the Notes are listed if the Notes are listed. The Issuer agrees to notify promptly the Trustee whenever the Notes become listed on any stock exchange and of any delisting thereof. All reports pursuant to this Section 7.06 shall be provided in accordance with Section 313(c) of the TIA.

**SECTION 7.07 Compensation and Indemnity.** The Issuer shall pay to the Trustee from time to time such compensation for the Trustee's acceptance of this Indenture and its services hereunder as mutually agreed to in writing between the Issuer and the Trustee. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts. The Issuer and the Guarantors, jointly and severally, shall indemnify the Trustee or any predecessor Trustee and their directors, officers, employees and agents against any and all loss, liability, claim, damage or expense (including reasonable attorneys' fees and expenses and including taxes (other than taxes based upon, measured by or determined by the income of the Trustee)) incurred by or in connection with the acceptance or administration of this trust and the performance of its duties hereunder, including the costs and expenses of enforcing this Indenture or Guarantee against the Issuer or any Guarantor (including this Section 7.07) and defending itself against or investigating any claim (whether asserted by the Issuer, any Guarantor, any holder or any other Person). The obligation to pay such amounts shall survive the payment in full or defeasance of the Notes or the removal or resignation of the Trustee. The Trustee shall notify the Issuer of any claim for which it may seek indemnity promptly upon obtaining actual knowledge thereof; *provided, however*, that any failure so to notify the Issuer shall not

relieve the Issuer or any Guarantor of its indemnity obligations hereunder. The Issuer shall defend the claim and the indemnified party shall provide reasonable cooperation at the Issuer's expense in the defense. Such indemnified parties may have separate counsel and the Issuer and such Guarantor, as applicable, shall pay the fees and expenses of such counsel; *provided, however*, that the Issuer shall not be required to pay such fees and expenses if it assumes such indemnified parties' defense and, in such indemnified parties' reasonable judgment, there is no actual or potential conflict of interest between the Issuer and the Guarantors, as applicable, and such parties in connection with such defense. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by an indemnified party through such party's own willful misconduct or gross negligence.

To secure the Issuer's and the Guarantors' payment obligations in this Section 7.07, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee other than money or property held in trust to pay principal of and interest on particular Notes.

The Issuer's and the Guarantors' payment obligations pursuant to this Section 7.07 shall survive the satisfaction or discharge of this Indenture, any rejection or termination of this Indenture under any bankruptcy law or the resignation or removal of the Trustee. Without prejudice to any other rights available to the Trustee under applicable law, when the Trustee incurs expenses after the occurrence of a Default specified in Section 6.01(f) or (g) with respect to the Issuer, the expenses are intended to constitute expenses of administration under any Bankruptcy Law.

No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if repayment of such funds or adequate indemnity against such risk or liability is not assured to its satisfaction.

#### SECTION 7.08 Replacement of Trustee.

(a) The Trustee may resign at any time by so notifying the Issuer. The holders of a majority in principal amount of the Notes may remove the Trustee by so notifying the Trustee and may appoint a successor Trustee. The Issuer shall remove the Trustee if:

- (i) the Trustee fails to comply with Section 7.10;
- (ii) the Trustee is adjudged bankrupt or insolvent;
- (iii) a receiver or other public officer takes charge of the Trustee or its property; or
- (iv) the Trustee otherwise becomes incapable of acting.

(b) If the Trustee resigns, is removed by the Issuer or by the holders of a majority in principal amount of the Notes and such holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Issuer shall promptly appoint a successor Trustee.

(c) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuer. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to the holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the Lien provided for in Section 7.07.

(d) If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee or the holders of 10% in principal amount of the Notes may petition at the expense of the Issuer any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee fails to comply with Section 7.10, unless the Trustee's duty to resign is stayed as provided in Section 310(b) of the TIA, any holder who has been a bona fide holder of a Note for at least six months may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) Notwithstanding the replacement of the Trustee pursuant to this Section, the Issuer's obligations under Section 7.07 shall continue for the benefit of the retiring Trustee.

SECTION 7.09 Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation or banking association without any further act shall be the successor Trustee.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Notes or in this Indenture provided that the certificate of the Trustee shall have.

SECTION 7.10 Eligibility; Disqualification. The Trustee shall at all times satisfy the requirements of Section 310(a) of the TIA. The Trustee shall have a combined capital and surplus of at least \$50.0 million as set forth in its most recent published annual report of condition. The Trustee shall comply with Section 310(b) of the TIA, subject to its right to apply for a stay of its duty to resign under the penultimate paragraph of Section 310(b) of the TIA; *provided, however*, that there shall be excluded from the operation of Section 310(b)(1) of the TIA any series of securities issued under this Indenture and any indenture or indentures under which other securities or certificates of interest or participation in other securities of the Issuer are outstanding if the requirements for such exclusion set forth in Section 310(b)(1) of the TIA are met.

SECTION 7.11 Preferential Collection of Claims Against the Issuer. The Trustee shall comply with Section 311(a) of the TIA, excluding any creditor relationship listed in Section 311(b) of the TIA. A Trustee who has resigned or been removed shall be subject to Section 311(a) of the TIA to the extent indicated.

**ARTICLE VIII**  
**DISCHARGE OF INDENTURE; DEFEASANCE**

SECTION 8.01 Discharge of Liability on Notes; Defeasance.

(a) This Indenture shall be discharged and shall cease to be of further effect (except as to surviving rights and immunities of the Trustee and rights of registration or transfer or exchange of Notes, as expressly provided for in this Indenture) as to all outstanding Notes when:

(i) either (A) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust) have been delivered to the Trustee for cancellation or (B) all of the Notes (1) have become due and payable by reason of making an unconditional notice of redemption pursuant to Article III of this Indenture or otherwise, (2) will become due and payable at their stated maturity within one year or (3) if redeemable at the option of the Issuer, are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer, and the Issuer has irrevocably deposited or caused to be deposited with the Trustee funds in cash, U.S. Government Obligations or a combination thereof in an amount sufficient (without consideration of any reinvestment of interest) to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, and interest on the Notes to, but excluding, the date of maturity or redemption together with irrevocable instructions from the Issuer directing the Trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be; *provided* that upon any redemption that requires the payment of the Applicable Premium, the amount deposited shall be sufficient for purposes of this Indenture to the extent that an amount is deposited with the Trustee equal to the Applicable Premium calculated as of the date of the notice of redemption, with any deficit as of the date of the redemption only required to be deposited with the Trustee on or prior to the date of the redemption;

(ii) the Issuer and/or the Guarantors have paid all other sums payable under this Indenture; and

(iii) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel stating that all conditions precedent under this Indenture relating to the satisfaction and discharge of this Indenture have been complied with.

(b) Subject to Sections 8.01(c) and 8.02, the Issuer at any time may terminate (i) all of its obligations under the Notes and this Indenture with respect to the holders of the Notes ("legal defeasance option"), and (ii) its obligations under Sections 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 4.11, 4.12, 4.14 and 4.15, and the operation of Section 5.01 for the benefit of the holders of the Notes, and Sections 6.01(c), 6.01(e), 6.01(f), 6.01(g) (in the case of Sections 6.01(f) and 6.01(g) with respect to Significant Subsidiaries only), 6.01(h) and 6.01(i) ("covenant defeasance option"). The Issuer may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. If the Issuer exercises its legal defeasance option or its covenant defeasance option, each Guarantor will be released from all of its obligations with respect to its Guarantee.

If the Issuer exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default with respect thereto. If the Issuer exercises its covenant defeasance option, payment of the Notes may not be accelerated because of an Event of Default specified in Sections 6.01(c), 6.01(e), 6.01(f), 6.01(g) (in the case of Sections 6.01(f) and (g), with respect only to Significant Subsidiaries), 6.01(h) or 6.01(i) or because of the failure of the Issuer to comply with Section 5.01(a)(iv).

Upon satisfaction of the conditions set forth herein and upon request of the Issuer, the Trustee shall acknowledge in writing the discharge of those obligations that the Issuer terminates.

(c) Notwithstanding clauses (a) and (b) above, the Issuer's obligations in Sections 2.04, 2.05, 2.06, 2.07, 2.08 and 2.09 and Article VII, including, without limitation, Sections 7.07 and 7.08 and in this Article VIII and the rights and immunities of the Trustee under this Indenture shall survive until the Notes have been paid in full. Thereafter, the Issuer's obligations in Sections 7.07, 7.08, 8.05 and 8.06 and the rights and immunities of the Trustee under this Indenture shall survive such satisfaction and discharge.

SECTION 8.02 Conditions to Defeasance.

(a) The Issuer may exercise its legal defeasance option or its covenant defeasance option only if:

- (i) the Issuer irrevocably deposits in trust with the Trustee cash in U.S. dollars, U.S. Government Obligations or a combination thereof sufficient to pay the principal of and premium (if any) and interest on the Notes when due at maturity or redemption, as the case may be;
- (ii) with respect to U.S. Government Obligations or a combination of money and U.S. Government Obligations, the Issuer delivers to the Trustee a certificate from a nationally recognized firm of independent accountants, a nationally recognized investment bank or a nationally recognized appraisal or valuation firm, expressing their opinion that the payments of principal and interest when due and without reinvestment on the deposited U.S. Government Obligations *plus* any deposited money without investment will provide cash at such times and in such amounts as will be sufficient to pay principal, premium, if any, and interest when due on all the Notes to maturity or redemption, as the case may be; *provided* that upon any redemption that requires the payment of the Applicable Premium, the amount deposited shall be sufficient for purposes of this Indenture to the extent that an amount is deposited with the Trustee equal to the Applicable Premium calculated as of the date of the notice of redemption, with any deficit as of the date of the redemption only required to be deposited with the Trustee on or prior to the date of the redemption;
- (iii) no Default specified in Section 6.01(f) or (g) with respect to the Issuer shall have occurred or is continuing on the date of such deposit;
- (iv) the deposit does not constitute a default under any other material agreement or instrument binding on the Issuer;
- (v) the Issuer shall have delivered to the Trustee in the case of the legal defeasance option, an Opinion of Counsel stating that (1) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling, or (2) since the date of this Indenture there has been a change in the applicable U.S. federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such deposit and defeasance and will be subject to U.S. federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred. Notwithstanding the foregoing, the Opinion of Counsel required by the immediately preceding sentence with respect to a legal defeasance need not be delivered if all of the Notes not theretofore delivered to the Trustee for cancellation (x) have become due and payable or (y) will become due and payable at their Stated Maturity within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Issuer;
- (vi) such exercise does not impair the right of any holder to receive payment of principal of, premium, if any, and interest on such holder's Notes on or after the due dates therefore or to institute suit for the enforcement of any payment on or with respect to such holder's Notes;

(vii) in the case of the covenant defeasance option, the Issuer shall have delivered to the Trustee an Opinion of Counsel to the effect that the holders will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such deposit and defeasance and will be subject to U.S. federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred; and

(viii) the Issuer delivers to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance and discharge of the Notes to be so defeased and discharged as contemplated by this Article VIII have been complied with.

(b) Before or after a deposit, the Issuer may make arrangements satisfactory to the Trustee for the redemption of such Notes at a future date in accordance with Article III.

**SECTION 8.03 Application of Trust Money.** The Trustee shall hold in trust money or U.S. Government Obligations (including proceeds thereof) deposited with it pursuant to this Article VIII. The Trustee shall apply the deposited money and the money from U.S. Government Obligations through each Paying Agent and in accordance with this Indenture to the payment of principal of, premium, if any, and interest on the Notes so discharged or defeased.

**SECTION 8.04 Repayment to Issuer.** Each of the Trustee and each Paying Agent shall promptly turn over to the Issuer upon request any money or U.S. Government Obligations held by it as provided in this Article VIII that, in the written opinion of a nationally recognized firm of independent public accountants, a nationally recognized investment bank or a nationally recognized appraisal or valuation firm, delivered to the Trustee (which delivery shall only be required if U.S. Government Obligations have been so deposited), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent discharge or defeasance in accordance with this Article VIII.

Subject to any applicable abandoned property law, the Trustee and each Paying Agent shall pay to the Issuer upon written request any money held by them for the payment of principal or interest that remains unclaimed for two years, and, thereafter, holders entitled to the money must look to the Issuer for payment as general creditors, and the Trustee and each Paying Agent shall have no further liability with respect to such monies.

**SECTION 8.05 Indemnity for U.S. Government Obligations.** The Issuer shall pay and shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against deposited U.S. Government Obligations or the principal and interest received on such U.S. Government Obligations.

**SECTION 8.06 Reinstatement.** If the Trustee or any Paying Agent is unable to apply any money or U.S. Government Obligations in accordance with this Article VIII by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuer's obligations under this Indenture and the Notes so discharged or defeased shall be revived and reinstated as though no deposit had occurred pursuant to this Article VIII until such time as the Trustee or any Paying Agent is permitted to apply all such money or U.S. Government Obligations in accordance with this Article VIII; *provided, however*, that, if the Issuer has made any payment of principal of, premium, if any, or interest on, any such Notes because of the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the holders of such Notes to receive such payment from the money or U.S. Government Obligations held by the Trustee or any Paying Agent.



**ARTICLE IX**  
**AMENDMENTS AND WAIVERS**

SECTION 9.01 Without Consent of the Holders. The Issuer and the Trustee may amend this Indenture, the Notes or the Guarantees without notice to or the consent of any holder:

- (1) to cure any ambiguity, omission, mistake, defect or inconsistency;
- (2) to provide for the assumption by a Successor Issuer (with respect to the Issuer) of the obligations of the Issuer under this Indenture and the Notes;
- (3) to provide for the assumption by a Successor Guarantor (with respect to any Guarantor) of the obligations of a Guarantor under this Indenture and its Guarantee;
- (4) to provide for uncertificated Notes in addition to or in place of certificated Notes, *provided, however*, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated notes are described in Section 163(f)(2)(B) of the Code;
- (5) to conform the text of this Indenture, the Notes or the Guarantees to any provision of the "Description of the Notes" in the Offering Memorandum to the extent that such provision in this Indenture, the Notes or the Guarantees was intended by the Issuer to be a verbatim recitation of a provision in the "Description of the Notes" in the Offering Memorandum, as stated in an Officer's Certificate;
- (6) to add a Guarantee with respect to the Notes;
- (7) to add collateral to secure the Notes;
- (8) to release a Guarantor or any guarantee of the Notes as permitted by and in accordance with the applicable terms of this Indenture;
- (9) to add to the covenants of the Issuer for the benefit of the holders or to surrender any right or power herein conferred upon the Issuer;
- (10) to make any change that does not adversely affect the rights of any holder in any material respect;
- (11) to provide for the appointment of a successor Trustee as permitted by and in accordance with the applicable terms of this Indenture; or
- (12) to effect any provisions of this Indenture or to make changes to this Indenture to provide for the issuance of Additional Notes.

SECTION 9.02 With Consent of the Holders. The Issuer and the Trustee may amend this Indenture, the Notes and the Guarantees, and any past Default or compliance with any provisions of this Indenture, the Notes or the Guarantees may be waived, with the consent of the Issuer and the holders of at least a majority in principal amount of the Notes then outstanding voting as a single class. However, without the consent of each holder of an outstanding Note affected, no amendment or waiver may:

- (1) reduce the amount of Notes whose holders must consent to an amendment;

- (2) reduce the rate of or extend the time for payment of interest on any Note;
- (3) reduce the principal of or change the Stated Maturity of any Note;
- (4) reduce the premium payable upon the redemption of any Note or change the time at which any Note may be redeemed in accordance with Article III (other than provisions relating to notice periods);
- (5) make any Note payable in money other than that stated in such Note;
- (6) expressly subordinate the Notes or any Guarantee to any other Indebtedness of the Issuer or any Guarantor;
- (7) impair the right of any holder to receive payment of principal of, premium, if any, and interest on such holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such holder's Notes; or
- (8) make any change in the amendment provisions which require each holder's consent or in the waiver provisions.

It shall not be necessary for the consent of the holders under this Section 9.02 to approve the particular form of any proposed amendment, but it shall be sufficient if such consent approves the substance thereof.

After an amendment under this Section 9.02 becomes effective, the Issuer shall mail, or otherwise deliver in accordance with the procedures of the Depository, to the holders a notice briefly describing such amendment. The failure to give such notice to all holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.02.

#### SECTION 9.03 Revocation and Effect of Consents and Waivers.

(a) A consent to an amendment or a waiver by a holder of a Note shall bind the holder and every subsequent holder of that Note or portion of the Note that evidences the same debt as the consenting holder's Note, even if notation of the consent or waiver is not made on the Note. However, any such holder or subsequent holder may revoke the consent or waiver as to such holder's Note or portion of the Note if the Trustee receives the notice of revocation before the date on which the Trustee receives an Officer's Certificate from the Issuer certifying that the requisite principal amount of Notes have consented. After an amendment or waiver becomes effective, it shall bind every holder. An amendment or waiver becomes effective upon the (i) receipt by the Issuer or the Trustee of consents by the holders of the requisite principal amount of securities, (ii) satisfaction of conditions to effectiveness as set forth in this Indenture and any indenture supplemental hereto containing such amendment or waiver and (iii) execution of such amendment or waiver (or supplemental indenture) by the Issuer, the Guarantors and the Trustee.

(b) The Issuer may, but shall not be obligated to, fix a record date for the purpose of determining the holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be holders after such record date. No such consent shall be valid or effective for more than 120 days after such record date.

SECTION 9.04 Notation on or Exchange of Notes. If an amendment, supplement or waiver changes the terms of a Note, the Issuer may require the holder of the Note to deliver it to the Trustee. The Trustee may place an appropriate notation on the Note regarding the changed terms and return it to the holder. Alternatively, if the Issuer or the Trustee so determine, the Issuer in exchange for the Note shall issue and, upon written order of the Issuer signed by an Officer, the Trustee shall authenticate a new Note that reflects the changed terms. Failure to make the appropriate notation or to issue a new Note shall not affect the validity of such amendment, supplement or waiver.

SECTION 9.05 Trustee to Sign Amendments. The Trustee shall sign any amendment, supplement or waiver authorized pursuant to this Article IX if the amendment does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing such amendment, the Trustee shall receive indemnity satisfactory to it and shall be provided with, and (subject to Section 7.01) shall be fully protected in conclusively relying upon, (i) an Officer's Certificate, (ii) an Opinion of Counsel stating that such amendment, supplement or waiver is authorized or permitted by this Indenture and that such amendment, supplement or waiver is the legal, valid and binding obligation of the Issuer and any Guarantors, enforceable against them in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof and (iii) if such amendment, supplement or waiver is executed pursuant to Section 9.02, evidence reasonably satisfactory to the Trustee of the consent of the holders required to consent thereto.

SECTION 9.06 Additional Voting Terms; Calculation of Principal Amount. All Notes issued under this Indenture shall vote and consent together on all matters (as to which any of such Notes may vote) as one class and no Notes will have the right to vote or consent as a separate class on any matter. Determinations as to whether holders of the requisite aggregate principal amount of Notes have concurred in any direction, waiver or consent shall be made in accordance with this Article IX and Section 2.13.

## **ARTICLE X GUARANTEE**

### SECTION 10.01 Guarantee.

(a) Each Guarantor hereby jointly and severally guarantees, on an unsecured, unsubordinated basis, as a primary obligor and not merely as a surety, to each holder and to the Trustee and its successors and assigns the performance and punctual payment when due, whether at Stated Maturity, by acceleration or otherwise, of all obligations of the Issuer under this Indenture and the Notes, whether for payment of principal of, premium, if any, or interest on the Notes, expenses, indemnification or otherwise (all the foregoing being hereinafter collectively called the "Guaranteed Obligations"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed, in whole or in part, without notice or further assent from any Guarantor, and that each Guarantor shall remain bound under this Article X notwithstanding any extension or renewal of any Guaranteed Obligation.

(b) Each Guarantor waives presentation to, demand of payment from and protest to the Issuer of any of the Guaranteed Obligations and also waives notice of protest for nonpayment. Each Guarantor waives notice of any default under the Notes or the Guaranteed Obligations. The Guarantee of each Guarantor hereunder shall not be affected by (i) the failure of any holder or the Trustee to assert any claim or demand or to enforce any right or remedy against the Issuer or any other Person under this Indenture,

the Notes or any other agreement or otherwise; (ii) any extension or renewal of this Indenture, the Notes or any other agreement; (iii) any rescission, waiver, amendment or modification of any of the terms or provisions of this Indenture, the Notes or any other agreement; (iv) the release of any security held by any holder or the Trustee for the Guaranteed Obligations or each Guarantor; (v) the failure of any holder or Trustee to exercise any right or remedy against any other guarantor of the Guaranteed Obligations; or (vi) any change in the ownership of each Guarantor, except as provided in Section 10.02(b). Each Guarantor hereby waives any right to which it may be entitled to have its Guarantee hereunder divided among the Guarantors, such that such Guarantor's Guarantee would be less than the full amount claimed.

(c) Each Guarantor hereby waives any right to which it may be entitled to have the assets of the Issuer first be used and depleted as payment of the Issuer's obligations under this Indenture and the Notes or such Guarantor's Guarantee hereunder prior to any amounts being claimed from or paid by such Guarantor hereunder. Each Guarantor hereby waives any right to which it may be entitled to require that the Issuer be sued prior to an action being initiated against such Guarantor.

(d) Each Guarantor further agrees that its Guarantee herein constitutes a guarantee of payment and performance when due (and not a guarantee of collection) and waives any right to require that any resort be had by any holder or the Trustee to any security held for payment of the Guaranteed Obligations.

(e) The Guarantee of each Guarantor is, to the extent and in the manner set forth in this Article X, equal in right of payment to all existing and future Pari Passu Indebtedness and senior in right of payment to all existing and future Subordinated Indebtedness of such Guarantor.

(f) Except as expressly set forth in Sections 8.01(b), 10.02 and 10.06, the Guarantee of each Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense of setoff, counterclaim, recoupment or termination whatsoever or by reason of the invalidity, illegality or unenforceability of the Guaranteed Obligations or otherwise. Without limiting the generality of the foregoing, the Guarantee of each Guarantor herein shall not be discharged or impaired or otherwise affected by the failure of any holder or the Trustee to assert any claim or demand or to enforce any remedy under this Indenture, the Notes or any other agreement, by any waiver or modification of any thereof, by any default, failure or delay, willful or otherwise, in the performance of the Guaranteed Obligations, or by any other act or thing or omission or delay to do any other act or thing which may or might in any manner or to any extent vary the risk of any Guarantor or would otherwise operate as a discharge of any Guarantor as a matter of law or equity.

(g) Each Guarantor agrees that its Guarantee shall remain in full force and effect until payment in full of all the Guaranteed Obligations of such Guarantor. Each Guarantor further agrees that its Guarantee herein shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of principal of or interest on any Guaranteed Obligation is rescinded or must otherwise be restored by any holder or the Trustee upon the bankruptcy or reorganization of the Issuer or otherwise.

(h) In furtherance of the foregoing and not in limitation of any other right which any holder or the Trustee has at law or in equity against any Guarantor by virtue hereof, upon the failure of the Issuer to pay the principal of or interest on any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, by redemption or otherwise, or to perform or comply with any other Guaranteed Obligation, each Guarantor hereby promises to and shall, upon receipt of written demand by the Trustee, forthwith pay, or cause to be paid, in cash, to the holders or the Trustee an amount equal to

the sum of (i) the unpaid principal amount of such Guaranteed Obligations, (ii) accrued and unpaid interest on such Guaranteed Obligations (but only to the extent not prohibited by applicable law) and (iii) all other monetary obligations of the Issuer to the holders and the Trustee under this Indenture and the Notes.

(i) Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the holders in respect of any Guaranteed Obligations guaranteed hereby until payment in full of all Guaranteed Obligations. Each Guarantor further agrees that, as between it, on the one hand, and the holders and the Trustee, on the other hand, (i) the maturity of the Guaranteed Obligations guaranteed hereby may be accelerated as provided in Article VI for the purposes of the Guarantee herein, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations guaranteed hereby, and (ii) in the event of any declaration of acceleration of such Guaranteed Obligations as provided in Article VI, such Guaranteed Obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purposes of this Section 10.01.

(j) Each Guarantor also agrees to pay any and all expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee in enforcing any rights under this Section 10.01.

(k) Upon request of the Trustee, each Guarantor shall execute and deliver such further instruments and do such further acts as may be reasonably necessary to carry out more effectively the purpose of this Indenture.

#### SECTION 10.02 Limitation on Liability.

(a) Any term or provision of this Indenture to the contrary notwithstanding, the maximum aggregate amount of the Guaranteed Obligations guaranteed hereunder by each Guarantor shall not exceed the maximum amount that can be hereby guaranteed by the applicable Guarantor without rendering the Guarantee, as it relates to such Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally or capital maintenance or corporate benefit rules applicable to guarantees for obligations of affiliates.

(b) A Guarantee as to any Guarantor shall automatically terminate and be of no further force or effect and such Guarantor shall be automatically released from all obligations under this Article X upon:

(i) the sale, disposition, exchange or other transfer (including through merger, consolidation, amalgamation or otherwise) of the Capital Stock (including any sale, disposition or other transfer following which the applicable Guarantor is no longer a Restricted Subsidiary), of the applicable Guarantor if such sale, disposition, exchange or other transfer is made in a manner not in violation of this Indenture;

(ii) the designation of such Guarantor as an Unrestricted Subsidiary in accordance with the provisions of Section 4.04 and the definition of "Unrestricted Subsidiary";

(iii) the Issuer's exercise of its legal defeasance option or covenant defeasance option under Article VIII or if the Issuer's obligations under this Indenture are discharged in accordance with the terms of this Indenture; or

(iv) such Restricted Subsidiary ceasing to be a Subsidiary as a result of any foreclosure of any pledge or security interest securing Credit Facility Indebtedness or other exercise of remedies in respect thereof.

SECTION 10.03 Successors and Assigns. This Article X shall be binding upon each Guarantor and its successors and assigns and shall inure to the benefit of and be enforceable by the successors and assigns of the Trustee and the holders and, in the event of any transfer or assignment of rights by any holder or the Trustee, the rights and privileges conferred upon that party in this Indenture and in the Notes shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions of this Indenture.

SECTION 10.04 No Waiver. Neither a failure nor a delay on the part of either the Trustee or the holders in exercising any right, power or privilege under this Article X shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of the Trustee and the holders herein expressly specified are cumulative and not exclusive of any other rights, remedies or benefits which either may have under this Article X at law, in equity, by statute or otherwise.

SECTION 10.05 Modification. No modification, amendment or waiver of any provision of this Article X, nor the consent to any departure by any Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Trustee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Guarantor in any case shall entitle any Guarantor to any other or further notice or demand in the same, similar or other circumstances.

SECTION 10.06 Execution of Supplemental Indenture for Future Guarantors. Each Subsidiary which is required to become a Guarantor of the Notes pursuant to Section 4.11 shall, within the time period set forth therein, execute and deliver to the Trustee a supplemental indenture substantially in the form of Exhibit C hereto pursuant to which such Subsidiary shall become a Guarantor under this Article X and shall guarantee the Guaranteed Obligations. Concurrently with the execution and delivery of such supplemental indenture, the Issuer shall deliver to the Trustee an Opinion of Counsel and an Officer's Certificate certifying that such supplemental indenture has been duly authorized, executed and delivered by such Subsidiary and that, subject to the application of bankruptcy, insolvency, moratorium, fraudulent conveyance or transfer and other similar laws relating to creditors' rights generally and to the principles of equity, whether considered in a proceeding at law or in equity, and subject to other customary exceptions, the Guarantee of such Guarantor is a valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms.

SECTION 10.07 Non-Impairment. The failure to endorse a Guarantee on any Note shall not affect or impair the validity thereof.

## ARTICLE XI MISCELLANEOUS

SECTION 11.01 Trust Indenture Act Controls. Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in (an "incorporated provision") and made a part of this Indenture. If and to the extent that any provision of this Indenture limits, qualifies or conflicts with the duties imposed by an incorporated provision of the TIA, such imposed duties or incorporated provision shall control.

SECTION 11.02 Notices.

(a) Any notice or communication required or permitted hereunder shall be in writing and delivered in person, via facsimile or mailed by first-class mail addressed as follows:

if to the Issuer or a Guarantor:

c/o TriMas Corporation  
38505 Woodward Avenue, Suite 200  
Bloomfield Hills, MI 48304  
Facsimile: (248) 631-5450  
Attention: General Counsel

with a copy to:

Cahill Gordon & Reindel LLP  
80 Pine Street  
New York, NY 10038  
Facsimile: (212) 378-2545  
Attention: Kimberly C. Petillo-Décossard

if to the Trustee:

Wells Fargo Bank, National Association  
150 East 42nd Street  
40th Floor  
New York, NY 10017  
Facsimile: (917) 260-1593  
Attention: Corporate, Municipal and Escrow Services

The Issuer or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

(b) Any notice or communication mailed to a holder shall be mailed, by first class mail, to the holder at the holder's address as it appears on the registration books of the Registrar and shall be sufficiently given if so mailed within the time prescribed.

(c) Failure to mail a notice or communication to a holder or any defect in it shall not affect its sufficiency with respect to other holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it, except that notices to the Trustee are effective only if received.

The Trustee may, in its sole discretion, agree to accept and act upon instructions or directions pursuant to this Indenture sent by e-mail, facsimile transmission or other similar electronic methods. If the party elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The party providing electronic instructions agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Notwithstanding anything to the contrary contained herein, as long as the Notes are in the form of a Global Note, notice to the holders may be made electronically in accordance with procedures of the Depository.

SECTION 11.03 Communication by the Holders with Other Holders. The holders may communicate pursuant to Section 312(b) of the TIA with other holders with respect to their rights under this Indenture or the Notes. The Issuer, the Trustee, the Registrar and other Persons shall have the protection of Section 312(c) of the TIA.

SECTION 11.04 Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Issuer to the Trustee to take or refrain from taking any action under this Indenture, the Issuer shall furnish to the Trustee at the request of the Trustee:

(a) an Officer's Certificate in form reasonably satisfactory to the Trustee stating that, in the opinion of the signer, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) except upon the issuance of the Initial Notes, an Opinion of Counsel in form reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

SECTION 11.05 Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture (other than pursuant to Section 4.09) shall include:

(a) a statement that the individual making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with; *provided, however*, that with respect to matters of fact an Opinion of Counsel may rely on an Officer's Certificate or certificates of public officials.

SECTION 11.06 When Notes Disregarded. In determining whether the holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Issuer, the Guarantors or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Issuer or the Guarantors shall be disregarded and deemed not to be outstanding, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes which the Trustee actually knows are so owned shall be so disregarded. Subject to the foregoing, only Notes outstanding at the time shall be considered in any such determination.

SECTION 11.07 Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of the holders. The Registrar and a Paying Agent may make reasonable rules for their functions.



SECTION 11.08 Legal Holidays. If a payment date is not a Business Day, payment shall be made on the next succeeding day that is a Business Day, and no interest shall accrue on any amount that would have been otherwise payable on such payment date if it were a Business Day for the intervening period. If a regular Record Date is not a Business Day, the Record Date shall not be affected.

SECTION 11.09 GOVERNING LAW. THIS INDENTURE, THE NOTES AND THE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11.10 No Recourse Against Others. No director, officer, employee, manager, incorporator or holder of any Equity Interests in the Issuer or any direct or indirect parent company of the Issuer, as such, shall have any liability for any obligations of the Issuer or any Guarantor under the Notes, the Guarantees or this Indenture, as applicable, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

SECTION 11.11 Successors. All agreements of the Issuer and the Guarantors in this Indenture and the Notes shall bind such person's successors. All agreements of the Trustee in this Indenture shall bind its successors.

SECTION 11.12 Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture. Notwithstanding the foregoing, the exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture and signature pages for all purposes.

SECTION 11.13 Table of Contents; Headings. The table of contents, cross-reference sheet and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

SECTION 11.14 Indenture Controls. If and to the extent that any provision of the Notes limits, qualifies or conflicts with a provision of this Indenture, such provision of this Indenture shall control.

SECTION 11.15 Severability. In case any provision in this Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 11.16 Waiver of Jury Trial. EACH OF THE ISSUER, THE GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

SECTION 11.17 U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) ("U.S.A. Patriot Act"), the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that

identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed as of the date first written above.

**COMPANY:**

TRIMAS CORPORATION

By: /s/ Robert J. Zalupski

Name: Robert J. Zalupski

Title: Chief Financial Officer

**GUARANTORS:**

AEROSPACE FINANCE HOLDINGS LLC

ALLFAST FASTENING SYSTEMS, LLC

ARMINAK & ASSOCIATES, LLC

ARROW ENGINE COMPANY

COMPAC CORPORATION

INNOVATIVE MOLDING

LAMONS GASKET COMPANY

MAC FASTENERS, INC.

MARTINIC ENGINEERING, INC.

MONOGRAM AEROSPACE FASTENERS, INC.

NI INDUSTRIES, INC.

NORRIS CYLINDER COMPANY

NORRIS TOOLING LLC

RIEKE-ARMINAK CORP.

RIEKE CORPORATION

RIEKE LEASING CO., INCORPORATED

TRIMAS COMPANY LLC

TRIMAS INTERNATIONAL HOLDINGS LLC

By: /s/ Robert J. Zalupski

Name: Robert J. Zalupski

Title: Chief Financial Officer

[Signature Page to Indenture]

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, as  
Trustee

By: /s/ Patrick Giordano

Name: Patrick Giordano

Title: Vice President

[Signature Page to Indenture]

## PROVISIONS RELATING TO INITIAL NOTES AND ADDITIONAL NOTES

1. Definitions.1.1 Definitions.

For the purposes of this Appendix A the following terms shall have the meanings indicated below:

“Definitive Note” means a certificated Initial Note or Additional Note (bearing the Restricted Notes Legend if the transfer of such Note is restricted by applicable law) that does not include the Global Notes Legend.

“Depository” means The Depository Trust Company, its nominees and their respective successors.

“Global Notes Legend” means the legend set forth under that caption in the applicable Exhibit to this Indenture.

“Initial Purchasers” means Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, Deutsche Bank Securities, Inc., Wells Fargo Securities, LLC, KeyBanc Capital Markets Inc., BMO Capital Markets Corp., Citizens Capital Markets, Inc. and HSBC Securities (USA) Inc.

“Notes Custodian” means the custodian with respect to a Global Note (as appointed by the Depository) or any successor person thereto, who shall initially be the Trustee.

“QIB” means a “qualified institutional buyer” as defined in Rule 144A.

“Regulation S” means Regulation S under the Securities Act.

“Regulation S Notes” means all Initial Notes offered and sold outside the United States in reliance on Regulation S.

“Restricted Notes Legend” means the applicable legend set forth in Section 2.2(f)(i) herein.

“Restricted Period,” with respect to any Notes, means the period of 40 consecutive days beginning on and including the later of (a) the day on which such Notes are first offered to persons other than distributors (as defined in Regulation S under the Securities Act) in reliance on Regulation S, notice of which day shall be promptly given by the Issuer to the Trustee, and (b) the Issue Date, and with respect to any Additional Notes that are Transfer Restricted Notes, it means the comparable period of 40 consecutive days.

“Rule 144” means Rule 144 under the Securities Act.

“Rule 144A” means Rule 144A under the Securities Act.

“Rule 144A Notes” means all Initial Notes offered and sold to QIBs in reliance on Rule 144A.

“Transfer Restricted Definitive Notes” means Definitive Notes that bear or are required to bear or are subject to the Restricted Notes Legend.

“Transfer Restricted Global Notes” means Global Notes that bear or are required to bear or are subject to the Restricted Notes Legend.

“Transfer Restricted Notes” means the Transfer Restricted Definitive Notes and Transfer Restricted Global Notes.

“Unrestricted Definitive Notes” means Definitive Notes that are not required to bear, or are not subject to, the Restricted Notes Legend.

“Unrestricted Global Notes” means Global Notes that are not required to bear, or are not subject to, the Restricted Notes Legend.

## 1.2 Other Definitions.

Term:	Defined in Section:
Agent Members	2.1(b)
Clearstream	2.1(b)
Euroclear	2.1(b)
Global Notes	2.1(b)
Regulation S Global Notes	2.1(b)
Rule 144A Global Notes	2.1(b)

## 2. The Notes.

### 2.1 Form and Dating; Global Notes.

(a) The Initial Notes issued on the date hereof will be (i) privately placed by the Issuer pursuant to the Offering Memorandum and (ii) sold, initially only to (1) persons reasonably believed to be QIBs in reliance on Rule 144A and (2) Persons other than U.S. Persons (as defined in Regulation S) in reliance on Regulation S. Such Initial Notes may thereafter be transferred to, among others, QIBs and purchasers in reliance on Regulation S. Additional Notes offered after the date hereof may be offered and sold by the Issuer from time to time pursuant to one or more agreements in accordance with applicable law.

(b) Global Notes. (i) Except as provided in clause (d) of Section 2.2 below, Rule 144A Notes initially shall be represented by one or more Notes in definitive, fully registered, global form without interest coupons (collectively, the “Rule 144A Global Notes”).

Regulation S Notes shall be represented by one or more Notes in fully registered, global form without interest coupons (collectively, the “Regulation S Global Notes”), which shall be registered in the name of the Depository or the nominee of the Depository for the accounts of designated agents holding on behalf of Euroclear Bank SA/NV, as operator of the Euroclear system (“Euroclear”) or Clearstream Banking, *société anonyme* (“Clearstream”).

The aggregate principal amount of the Regulation S Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depository or its nominee, as the case may be, in connection with transfers of interest as hereinafter provided.

The provisions of the “Operating Procedures of the Euroclear System” and “Terms and Conditions Governing Use of Euroclear” and the “General Terms and Conditions of Clearstream Banking” and “Customer Handbook” of Clearstream shall be applicable to transfers of beneficial interests in the Regulation S Global Notes that are held by direct or indirect participants through Euroclear or Clearstream.

The term “Global Notes” means the Rule 144A Global Notes and the Regulation S Global Notes. The Global Notes shall bear the Global Note Legend. The Global Notes initially shall (i) be registered in the name of the Depository or the nominee of such Depository, in each case for credit to an account of an Agent Member, (ii) be delivered to the Trustee as custodian for such Depository and (iii) bear the Restricted Notes Legend.

Members of, or direct or indirect participants in, the Depository (collectively, the “Agent Members”) shall have no rights under this Indenture with respect to any Global Note held on their behalf by the Depository, or the Trustee as its custodian, or under the Global Notes.

The Depository may be treated by the Issuer, the Trustee and any agent of the Issuer or the Trustee as the sole owner of the Global Notes for all purposes under the Indenture and the Notes. Notwithstanding the foregoing, nothing herein shall prevent the Issuer, the Trustee or any agent of the Issuer or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository, or impair, as between the Depository and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder of any Note.

(ii) Transfers of Global Notes shall be limited to transfer in whole, but not in part, to the Depository, its successors or their respective nominees. Interests of beneficial owners in the Global Notes may be transferred or exchanged for Definitive Notes only in accordance with the applicable rules and procedures of the Depository and the provisions of Section 2.2. In addition, a Global Note shall be exchangeable for Definitive Notes if (x) the Depository (1) notifies the Issuer at any time that it is unwilling or unable to continue as depository for such Global Note and a successor depository is not appointed within 90 days or (2) has ceased to be a clearing agency registered under the Exchange Act and a successor depository is not appointed within 90 days, (y) the Issuer, at its option, notifies the Trustee that the Issuer elects to cause the issuance of Definitive Notes or (z) there shall have occurred and be continuing an Event of Default with respect to such Global Note and a request has been made for such exchange. In all cases, Definitive Notes delivered in exchange for any Global Note or beneficial interests therein shall be registered in the names, and issued in any approved denominations, requested by or on behalf of the Depository in accordance with its customary procedures.

(iii) In connection with the transfer of a Global Note as an entirety to beneficial owners pursuant to subsection (ii) of this Section 2.1(b), such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Issuer shall execute, and, upon written order of the Issuer signed by an Officer, the Trustee shall authenticate and make available for delivery, to each beneficial owner identified by the Depository in writing in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations.

(iv) Any Transfer Restricted Note delivered in exchange for an interest in a Global Note pursuant to Section 2.2 shall, except as otherwise provided in Section 2.2, bear the Restricted Notes Legend.

(v) Notwithstanding the foregoing, through the Restricted Period, a beneficial interest in a Regulation S Global Note may be held only through Euroclear or Clearstream unless delivery is made in accordance with the applicable provisions of Section 2.2.

(vi) The holder of any Global Note may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a holder is entitled to take under this Indenture or the Notes.

## 2.2 Transfer and Exchange.

(a) Transfer and Exchange of Global Notes. A Global Note may not be transferred as a whole except as set forth in Section 2.1(b). Global Notes will not be exchanged by the Issuer for Definitive Notes except under the circumstances described in Section 2.1(b)(ii). Global Notes also may be exchanged or replaced, in whole or in part, as provided in Section 2.08 of this Indenture. Beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.2(b).

(b) Transfer and Exchange of Beneficial Interests in Global Notes. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depository, in accordance with the provisions of this Indenture and the applicable rules and procedures of the Depository. Beneficial interests in Transfer Restricted Global Notes shall be subject to restrictions on transfer comparable to those set forth herein. Beneficial interests in Global Notes shall be transferred or exchanged only for beneficial interests in Global Notes. Transfers and exchanges of beneficial interests in the Global Notes also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(i) Transfer of Beneficial Interests in the Same Global Note. Beneficial interests in any Transfer Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Transfer Restricted Global Note in accordance with the transfer restrictions set forth in the Restricted Notes Legend; *provided, however*, that prior to the expiration of the Restricted Period, transfers of beneficial interests in a Regulation S Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person. A beneficial interest in an Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.2(b)(i).

(ii) All Other Transfers and Exchanges of Beneficial Interests in Global Notes. In connection with all transfers and exchanges of beneficial interests in any Global Note that is not subject to Section 2.2(b)(i), the transferor of such beneficial interest must deliver to the Registrar (1) a written order from an Agent Member given to the Depository in accordance with the applicable rules and procedures of the Depository directing the Depository to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the applicable rules and procedures of the Depository containing information regarding the Agent Member account to be credited with such increase. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Note pursuant to Section 2.2(g).

(iii) Transfer of Beneficial Interests to Another Restricted Global Note. A beneficial interest in a Transfer Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Transfer Restricted Global Note if the transfer complies with the requirements of Section 2.2(b)(ii) above and the Registrar receives the following:

(A) if the transferee will take delivery in the form of a beneficial interest in a Rule 144A Global Note, then the transferor must deliver a certificate in the form attached to the applicable Note; and



(B) if the transferee will take delivery in the form of a beneficial interest in a Regulation S Global Note, then the transferor must deliver a certificate in the form attached to the applicable Note.

(iv) Transfer and Exchange of Beneficial Interests in a Transfer Restricted Global Note for Beneficial Interests in an Unrestricted Global Note. A beneficial interest in a Transfer Restricted Global Note may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 2.2(b)(ii) above and the Registrar receives the following:

(A) if the holder of such beneficial interest in a Transfer Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form attached to the applicable Note; or

(B) if the holder of such beneficial interest in a Transfer Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form attached to the applicable Note,

and, in each such case, if the Issuer or the Registrar so request or if the applicable rules and procedures of the Depository so require, an Opinion of Counsel in form reasonably acceptable to the Issuer and the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act (other than Rule 144) and that the restrictions on transfer contained herein and in the Restricted Notes Legend are no longer required in order to maintain compliance with the Securities Act. If any such transfer or exchange is effected pursuant to this subparagraph (iv) at a time when an Unrestricted Global Note has not yet been issued, the Issuer shall issue and, upon receipt of an written order of the Issuer in the form of an Officer's Certificate in accordance with Section 2.01 of the Indenture, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred or exchanged pursuant to this subparagraph (iv).

(v) Transfer and Exchange of Beneficial Interests in an Unrestricted Global Note for Beneficial Interests in a Transfer Restricted Global Note. Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Transfer Restricted Global Note.

(c) Transfer and Exchange of Beneficial Interests in Global Notes for Definitive Notes. A beneficial interest in a Global Note may not be exchanged for a Definitive Note except under the circumstances described in Section 2.1(b)(ii). A beneficial interest in a Global Note may not be transferred to a Person who takes delivery thereof in the form of a Definitive Note except under the circumstances described in Section 2.1(b)(ii). In any case, beneficial interests in Global Notes shall be transferred or exchanged only for Definitive Notes.

(d) Transfer and Exchange of Definitive Notes for Beneficial Interests in Global Notes. Transfers and exchanges of Definitive Notes for beneficial interests in the Global Notes also shall require compliance with either subparagraph (i), (ii) or (iii) below, as applicable:

(i) Transfer Restricted Definitive Notes to Beneficial Interests in Transfer Restricted Global Notes. If any holder of a Transfer Restricted Definitive Note proposes to exchange such Transfer Restricted Definitive Note for a beneficial interest in a Transfer Restricted Global Note or to transfer such Transfer Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in a Transfer Restricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the holder of such Transfer Restricted Definitive Note proposes to exchange such Transfer Restricted Note for a beneficial interest in a Transfer Restricted Global Note, a certificate from such holder in the form attached to the applicable Note;

(B) if such Transfer Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A under the Securities Act, a certificate from such holder in the form attached to the applicable Note;

(C) if such Transfer Restricted Definitive Note is being transferred to a Non U.S. Person (as defined in Regulation S) in an offshore transaction in accordance with Rule 903 or Rule 904 under the Securities Act, a certificate from such holder in the form attached to the applicable Note;

(D) if such Transfer Restricted Definitive Note is being transferred in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (B) through (C) above or Rule 144, a certificate from such holder in the form attached to the applicable Note, including the certifications, certificates and Opinion of Counsel, if applicable; or

(E) if such Transfer Restricted Definitive Note is being transferred to the Issuer or a Subsidiary thereof, a certificate from such holder in the form attached to the applicable Note;

the Trustee shall cancel the Transfer Restricted Definitive Note, and increase or cause to be increased the aggregate principal amount of the appropriate Transfer Restricted Global Note.

(ii) Transfer Restricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A holder of a Transfer Restricted Definitive Note may exchange such Transfer Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note or transfer such Transfer Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if the Registrar receives the following:

(A) if the holder of such Transfer Restricted Definitive Note proposes to exchange such Transfer Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form attached to the applicable Note; or

(B) if the holder of such Transfer Restricted Definitive Notes proposes to transfer such Transfer Restricted Definitive Note to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form attached to the applicable Note,

and, in each such case, if the Issuer or the Registrar so request or if the applicable rules and procedures of the Depository so require, an Opinion of Counsel in form reasonably acceptable to the Issuer and the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act (other than Rule 144) and that the restrictions on transfer contained herein and in the Restricted Notes Legend are no longer required in order to maintain compliance with the Securities Act. Upon satisfaction of the conditions of this subparagraph (ii), the Trustee shall cancel the Transfer Restricted Definitive Notes and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note. If any such transfer or exchange is effected pursuant to this subparagraph (ii) at a time when an Unrestricted Global Note has not yet been issued, the Issuer shall issue and, upon receipt of an written order of the Issuer in the form of an Officer's Certificate, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of Transfer Restricted Notes transferred or exchanged pursuant to this subparagraph (ii).

(iii) Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A holder of an Unrestricted Definitive Note may exchange such Unrestricted Definitive Note for a beneficial interest in an Unrestricted Global Note or transfer such Unrestricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Unrestricted Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes. If any such transfer or exchange is effected pursuant to this subparagraph (iii) at a time when an Unrestricted Global Note has not yet been issued, the Issuer shall issue and, upon receipt of an written order of the Issuer in the form of an Officer's Certificate, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of Unrestricted Definitive Notes transferred or exchanged pursuant to this subparagraph (iii).

(iv) Unrestricted Definitive Notes to Beneficial Interests in Transfer Restricted Global Notes. An Unrestricted Definitive Note cannot be exchanged for, or transferred to a Person who takes delivery thereof in the form of, a beneficial interest in a Transfer Restricted Global Note.

(e) Transfer and Exchange of Definitive Notes for Definitive Notes. Upon request by a holder of Definitive Notes and such holder's compliance with the provisions of this Section 2.2(e), the Registrar shall register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting holder shall present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such holder or by its attorney, duly authorized in writing. In addition, the requesting holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.2(e).

(i) Transfer Restricted Definitive Notes to Transfer Restricted Definitive Notes. A Transfer Restricted Note may be transferred to and registered in the name of a Person who takes delivery thereof in the form of a Transfer Restricted Definitive Note if the Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A under the Securities Act, then the transferor must deliver a certificate in the form attached to the applicable Note;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904 under the Securities Act, then the transferor must deliver a certificate in the form attached to the applicable Note;

(C) if the transfer will be made pursuant to an exemption from the registration requirements of the Securities Act (other than in accordance with Rule 144 under the Securities Act), a certificate in the form attached to the applicable Note; and

(D) if such transfer will be made to the Issuer or a Subsidiary thereof, a certificate in the form attached to the applicable Note.

(ii) Transfer Restricted Definitive Notes to Unrestricted Definitive Notes. Any Transfer Restricted Definitive Note may be exchanged by the holder thereof for an Unrestricted Definitive Note or transferred to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note if the Registrar receives the following:

(A) if the holder of such Transfer Restricted Definitive Note proposes to exchange such Transfer Restricted Definitive Note for an Unrestricted Definitive Note, a certificate from such holder in the form attached to the applicable Note; or

(B) if the holder of such Transfer Restricted Definitive Note proposes to transfer such Notes to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such holder in the form attached to the applicable Note,

and, in each such case, if the Issuer or the Registrar so request, an Opinion of Counsel in form reasonably acceptable to the Issuer and the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act (other than Rule 144) and that the restrictions on transfer contained herein and in the Restricted Notes Legend are no longer required in order to maintain compliance with the Securities Act.

(iii) Unrestricted Definitive Notes to Unrestricted Definitive Notes. A holder of an Unrestricted Definitive Note may transfer such Unrestricted Definitive Notes to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note at any time. Upon receipt of a request to register such a transfer, the Registrar shall register the Unrestricted Definitive Notes pursuant to the instructions from the holder thereof.

(iv) Unrestricted Definitive Notes to Transfer Restricted Definitive Notes. An Unrestricted Definitive Note cannot be exchanged for, or transferred to a Person who takes delivery thereof in the form of, a Transfer Restricted Definitive Note.

At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.10 of the Indenture. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes

represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depository at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depository at the direction of the Trustee to reflect such increase.

Notwithstanding anything to the contrary, no transfers will be permitted in reliance on Rule 144, even if legally then permitted.

(f) Legend.

(i) Except as permitted by the following paragraphs (ii) or (iii), each Note certificate evidencing the Global Notes and any Definitive Notes (and all Notes issued in exchange therefor or in substitution thereof) shall bear the legend set forth on Exhibit A.

(ii) Upon a sale or transfer after the expiration of the Restricted Period of any Initial Note acquired pursuant to Regulation S, all requirements that such Initial Note bear the Restricted Notes Legend shall cease to apply and the requirements requiring any such Initial Note be issued in global form shall continue to apply.

(iii) Any Additional Notes sold in a registered offering shall not be required to bear the Restricted Notes Legend.

(g) Cancellation or Adjustment of Global Note. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.10 of this Indenture. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depository at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depository at the direction of the Trustee to reflect such increase.

(h) Obligations with Respect to Transfers and Exchanges of Notes.

(i) To permit registrations of transfers and exchanges, the Issuer shall execute and the Trustee shall authenticate, Definitive Notes and Global Notes at the Registrar's request.

(ii) No service charge shall be made for any registration of transfer or exchange of Notes, but the Issuer may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charge payable upon exchanges pursuant to Sections 3.06, 4.06, 4.08 and 9.05 of this Indenture).

(iii) Prior to the due presentation for registration of transfer of any Note, the Issuer, the Trustee, a Paying Agent or the Registrar may deem and treat the person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Issuer, the Trustee, the Paying Agent or the Registrar shall be affected by notice to the contrary.

(iv) All Notes issued upon any transfer or exchange pursuant to the terms of this Indenture shall evidence the same debt and shall be entitled to the same benefits under this Indenture as the Notes surrendered upon such transfer or exchange.

(i) No Obligation of the Trustee.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in the Depository or any other Person with respect to the accuracy of the records of the Depository or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depository) of any notice (including any notice of redemption or repurchase) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the holders and all payments to be made to the holders under the Notes shall be given or made only to the registered holders (which shall be the Depository or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through the Depository subject to the applicable rules and procedures of the Depository. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depository with respect to its members, participants and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depository participants, members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

**[FORM OF FACE OF INITIAL NOTE]**

[Global Notes Legend]

“UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), NEW YORK, NEW YORK, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR’S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.”

[Restricted Notes Legend]

“THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE THAT IS [144A NOTE: ONE YEAR] [REGULATION S NOTE: 40 DAYS] AFTER THE LATER OF THE ORIGINAL ISSUE DATE OF THE ISSUER WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) ONLY (A) TO THE ISSUER OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT OR (E) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, OTHER THAN THE EXEMPTION PROVIDED BY RULE 144, SUBJECT TO THE ISSUER’S AND THE TRUSTEE’S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C), (D) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/ OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM.

Exhibit A-1

BY ITS ACQUISITION OF THIS SECURITY, THE HOLDER THEREOF WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS SECURITY CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), A PLAN, INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT THAT IS SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), OR PROVISIONS UNDER ANY OTHER FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE (“SIMILAR LAWS”), OR AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE “PLAN ASSETS” (AS DEFINED UNDER ERISA OR ANY SIMILAR LAWS) OF ANY SUCH PLAN, ACCOUNT OR ARRANGEMENT, OR (2) THE ACQUISITION AND HOLDING OF THIS SECURITY WILL NOT CONSTITUTE A NONEXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAWS, AND IF IT IS AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF ERISA, A PLAN, INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE “PLAN “ASSETS” OF ANY SUCH PLAN, ACCOUNT OR ARRANGEMENT, THE DECISION TO ACQUIRE AND HOLD THE NOTES HAS BEEN MADE BY A DULY AUTHORIZED FIDUCIARY (EACH, A “PLAN FIDUCIARY”) WHO IS INDEPENDENT OF THE ISSUER, THE INITIAL PURCHASERS AND THEIR RESPECTIVE AFFILIATES, WHICH PLAN FIDUCIARY (A) IS A FIDUCIARY UNDER ERISA OR THE CODE, OR BOTH, WITH RESPECT TO THE DECISION TO ACQUIRE AND HOLD THE NOTES, (B) IS NOT AN IRA OWNER (IN THE CASE OF AN IRA), (C) IS CAPABLE OF EVALUATING INVESTMENT RISKS INDEPENDENTLY, BOTH IN GENERAL AND WITH REGARD TO THE PROSPECTIVE INVESTMENT IN THE NOTES, (D) HAS EXERCISED INDEPENDENT JUDGMENT IN EVALUATING WHETHER TO INVEST THE ASSETS OF SUCH PLAN, ACCOUNT, ARRANGEMENT OR ENTITY IN THE NOTES, AND (E) IS EITHER A BANK, AN INSURANCE CARRIER, A REGISTERED INVESTMENT ADVISER, A REGISTERED BROKER-DEALER OR AN INDEPENDENT FIDUCIARY WITH AT LEAST \$50 MILLION OF ASSETS UNDER MANAGEMENT OR CONTROL AS SPECIFIED IN 29 C.F.R. SECTION 2510.3-21(c)(1)(i).”

[[FOR REGULATION S GLOBAL NOTE ONLY] “THE SECURITIES COVERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND MAY NOT BE OFFERED AND SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (I) AS PART OF YOUR DISTRIBUTION AT ANY TIME OR (II) OTHERWISE UNTIL 40 DAYS AFTER THE LATER OF THE DATE THE SECURITIES WERE FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS IN RELIANCE UPON REGULATION S AND THE CLOSING DATE, EXCEPT IN EITHER CASE IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT (OR IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT OR TO ACCREDITED INVESTORS IN TRANSACTIONS THAT ARE EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT), AND IN CONNECTION WITH ANY SUBSEQUENT SALE BY YOU OF THE SECURITIES COVERED HEREBY IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT DURING THE PERIOD REFERRED TO ABOVE TO ANY DISTRIBUTOR, DEALER OR PERSON RECEIVING A SELLING CONCESSION, FEE OR

Exhibit A-2



OTHER REMUNERATION, YOU MUST DELIVER A NOTICE TO SUBSTANTIALLY THE FOREGOING EFFECT. TERMS USED ABOVE HAVE THE MEANINGS ASSIGNED TO THEM IN REGULATION S UNDER THE SECURITIES ACT.”]

[Definitive Notes Legend]

“IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.”

Exhibit A-3

[FORM OF INITIAL NOTE]

TRIMAS CORPORATION

No. [ ]

144A CUSIP No. 896215 AG5  
144A ISIN No. US896215AG53  
REG S CUSIP No. U89616 AD5  
REG S ISIN No. USU89616AD56

\$[ ]

4.875% Senior Note due 2025

TRIMAS CORPORATION, a Delaware corporation, promises to pay to Cede & Co., or registered assigns, the principal sum set forth on the Schedule of Increases or Decreases in Global Note attached hereto on October 15, 2025.

Interest Payment Dates: April 15 and October 15, commencing [ ]<sup>1</sup>.

Record Dates: April 1 and October 1.

Additional provisions of this Note are set forth on the other side of this Note.

<sup>1</sup> To be April 15, 2018 for Notes issued on September 20, 2017.

Exhibit A-4

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed.

TRIMAS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

Dated:

Exhibit A-5

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Trustee, certifies that this is one of the Notes referred to in  
the Indenture.

By: \_\_\_\_\_  
Authorized Signatory

Dated: \_\_\_\_\_

\*/ If the Note is to be issued in global form, add the Global Notes Legend and the attachment from Exhibit A captioned "TO BE ATTACHED TO  
GLOBAL NOTES—SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE."

Exhibit A-6

[FORM OF REVERSE SIDE OF INITIAL NOTE]

4.875% Senior Note due 2025

1. Interest

TRIMAS CORPORATION, a Delaware corporation (such entity, and its successors and assigns under the Indenture hereinafter referred to, being herein called, the “Issuer”), promises to pay interest on the principal amount of this Note at the rate per annum shown above. The Issuer shall pay interest semi-annually on April 15 and October 15 of each year (each an “Interest Payment Date”), commencing [ ]<sup>2</sup>. Interest on the Notes shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from [ ]<sup>3</sup>, until the principal hereof is due. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Issuer shall pay interest on overdue principal at the rate borne by the Notes, and it shall pay interest on overdue installments of interest at the same rate to the extent lawful.

2. Method of Payment

The Issuer shall pay interest on the Notes (except defaulted interest) to the Persons who are registered holders at the close of business on April 1 or October 1 (each a “Record Date”) immediately preceding the Interest Payment Date even if Notes are canceled after the Record Date and on or before the Interest Payment Date (whether or not a Business Day). Holders must surrender Notes to the Paying Agent to collect principal payments. The Issuer shall pay principal, premium, if any, and interest in money of the United States of America that at the time of payment is legal tender for payment of public and private debts. Payments in respect of the Notes represented by a Global Note (including principal, premium, if any, and interest) shall be made by wire transfer of immediately available funds to the accounts specified by The Depository Trust Company or any successor depository. The Issuer shall make all payments in respect of a certificated Note (including principal, premium, if any, and interest) at the office of the Paying Agent, except that, at the option of the Issuer, payment of interest may be made by mailing a check to the registered address of each holder thereof; *provided, however*, that payments on the Notes may also be made, in the case of a holder of at least \$1,000,000 aggregate principal amount of Notes, by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such holder elects payment by wire transfer by giving written notice to the Trustee or Paying Agent to such effect designating such account no later than 30 days immediately preceding the relevant due date for payment (or such other date as the Trustee may accept in its discretion).

3. Paying Agent and Registrar

Initially, Wells Fargo Bank, National Association, as trustee under the Indenture (the “Trustee”), will act as Paying Agent and Registrar. The Issuer may remove any Registrar or Paying Agent upon written notice to such Registrar or Paying Agent and to the Trustee; provided, however, that no such removal shall become effective until (i) if applicable, acceptance of an appointment by a successor Registrar or Paying Agent, as the case may be, as evidenced by an appropriate agreement entered into by the Issuer and such successor Registrar or Paying Agent, as the case may be, and delivered to the Trustee, (ii) notification to the Trustee that the Trustee shall serve as Registrar or Paying Agent until the appointment of a successor in accordance with clause (i) above or clause (iii) below or (iii) notification to the Trustee in writing that the Issuer or any of its Subsidiaries shall serve as Registrar or Paying Agent until the appointment of a successor in accordance with clause (i) or (ii) above or this clause (iii). The Issuer or any of its Subsidiaries may act as Paying Agent or Registrar.

<sup>2</sup> To be April 15, 2018, for Notes issued on September 20, 2017.

<sup>3</sup> To be September 20, 2017, for Notes issued on September 20, 2017.

#### 4. Indenture

The Issuer issued the Notes under an Indenture dated as of September 20, 2017 (the “Indenture”), among the Issuer, the Guarantors and the Trustee. Capitalized terms used herein are used as defined in the Indenture, unless otherwise indicated. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbb) as in effect on the date of the Indenture (the “TIA”). The Notes are subject to all terms and provisions of the Indenture, and the holders (as defined in the Indenture) are referred to the Indenture for a statement of such terms and provisions. If and to the extent that any provision of the Notes limits, qualifies or conflicts with a provision of the Indenture, such provision of the Indenture shall control.

The Notes are unsecured, unsubordinated obligations of the Issuer. This Note is one of the Initial Notes referred to in the Indenture. The Notes include the Initial Notes and any Additional Notes. The Initial Notes and any Additional Notes may, at the Issuer’s option, be treated as a single class of securities for all purposes under the Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase; *provided* that if the Additional Notes are not fungible with the Initial Notes for U.S. federal income tax purposes, the Additional Notes will have a separate CUSIP number, if applicable. The Indenture imposes certain limitations on the ability of the Issuer and the Restricted Subsidiaries to, among other things, make certain Investments and other Restricted Payments, Incur Indebtedness, enter into consensual restrictions upon the payment of certain dividends and distributions by such Restricted Subsidiaries, enter into or permit certain transactions with Affiliates, create or Incur Liens and make Asset Sales. The Indenture also imposes limitations on the ability of the Issuer and each Guarantor to consolidate or merge with or into any other Person or convey, transfer or lease all or substantially all of its property.

The Guarantors (including each direct and indirect Subsidiary of the Issuer that is required to guarantee the Guaranteed Obligations pursuant to Section 4.11 of the Indenture) shall jointly and severally guarantee the Guaranteed Obligations pursuant to the terms of the Indenture.

#### 5. Redemption

On or after October 15, 2020, the Issuer may redeem the Notes at its option, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days’ prior notice mailed (or caused to be mailed) by the Issuer by first-class mail, or delivered electronically if the Notes are held by The Depository Trust Company (“DTC”), to each holder’s registered address (with a copy to the Trustee), at the following redemption prices (expressed as a percentage of principal amount), *plus* accrued and unpaid interest, if any, to, but excluding, the redemption date (subject to the right of holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date), if redeemed during the 12-month period commencing on October 15 of the years set forth below:

<u>Period</u>	<u>Redemption Price</u>
2020	102.438%
2021	101.219%
2022 and thereafter	100.000%

In addition, prior to October 15, 2020, the Issuer may redeem the Notes at its option, in whole at any time or in part from time to time, upon not less than 30 nor more than 60 days’ prior notice mailed (or caused to be mailed) by the Issuer by first-class mail, or delivered electronically if the Notes are held by DTC, to each holder’s registered address (with a copy to the Trustee), at a redemption price equal to 100% of the principal amount of the Notes redeemed *plus* the Applicable Premium as of, and accrued and unpaid interest, if any, to, but excluding, the applicable redemption date (subject to the right of holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date).

Notwithstanding the foregoing, at any time and from time to time on or prior to October 15, 2020, the Issuer may redeem in the aggregate up to 35% of the original aggregate principal amount of the Notes with an amount equal to the net cash proceeds of one or more Equity Offerings (1) by the Issuer or (2) by any direct or indirect parent of the Issuer to the extent the net cash proceeds thereof are contributed to the common equity capital of the Issuer or are used to purchase Capital Stock (other than Disqualified Stock) of the Issuer, at a redemption price (expressed as a percentage of principal amount thereof) of 104.875%, *plus* accrued and unpaid interest, if any, to, but excluding, the redemption date (subject to the right of holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date); *provided, however*, that at least 65% of the original aggregate principal amount of the Notes issued on the date of the Indenture must remain outstanding after each such redemption; *provided, further*, that such redemption shall occur within 90 days after the date on which any such Equity Offering is consummated upon not less than 30 nor more than 60 days' notice mailed (or caused to be mailed) by the Issuer by first-class mail, or delivered electronically if the Notes are held by DTC, to the registered address of each holder of Notes being redeemed (with a copy to the Trustee) and otherwise in accordance with the procedures set forth in the Indenture.

Notice of any redemption upon any Equity Offering may be given prior to the completion thereof. In addition, any redemption described above or notice thereof may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related Equity Offering in the case of a redemption upon completion of an Equity Offering.

6. Mandatory Redemption

The Issuer will not be required to make any mandatory redemption or sinking fund payments with respect to the Notes.

7. Notice of Redemption

Notices of redemption will be mailed (or caused to be mailed) by first-class mail, or delivered electronically if the Notes are held by DTC, at least 30 but not more than 60 days before the redemption date, to each holder of Notes to be redeemed at its registered address (with a copy to the Trustee), except that redemption notices may be mailed or otherwise delivered more than 60 days prior to the redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture pursuant to Article VIII thereof. On and after the redemption date, interest shall cease to accrue on Notes or portions thereof called for redemption so long as the Issuer has deposited with the Paying Agent funds sufficient to pay the redemption price of, *plus* accrued and unpaid interest, if any, on, the Notes or portions thereof to be redeemed, unless the Paying Agent is prohibited from making such payment pursuant to the terms of this Indenture.

8. Repurchase of Notes at the Option of the Holders upon Change of Control and Asset Sales

Upon the occurrence of a Change of Control, each holder shall have the right, subject to certain conditions specified in the Indenture, to require the Issuer to repurchase all or any part of such holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof, *plus* accrued and unpaid interest, if any, to, but excluding, the date of repurchase (subject to the right of the holders of record on the relevant Record Date to receive interest due on the relevant Interest Payment Date), as provided in, and subject to the terms of, the Indenture.

In accordance with Section 4.06 of the Indenture, the Issuer will be required to offer to purchase Notes upon the occurrence of certain events.

9. Denominations; Transfer; Exchange

The Notes are in registered form, without coupons, in denominations of \$2,000 principal amount and integral multiples of \$1,000 in excess thereof. A holder shall register the transfer of or exchange of the Notes in accordance with the Indenture. Upon any registration of transfer or exchange, the Registrar and the Trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuer may require a holder to pay any taxes required by law or permitted by the Indenture. The Issuer shall not be required to make, and the Registrar need not register, transfers or exchanges of any Notes selected for redemption (except, in the case of a Note to be redeemed in part, the portion thereof not to be redeemed) or of any Notes for a period of 15 days before the mailing of a notice of redemption of Notes to be redeemed.

10. Persons Deemed Owners

The registered holder of this Note shall be treated as the owner of it for all purposes.

11. Unclaimed Money

Subject to any applicable abandoned property law, the Trustee and each Paying Agent shall pay to the Issuer upon written request any money held by them for the payment of principal or interest that remains unclaimed for two years, and, thereafter, holders entitled to the money must look to the Issuer for payment as general creditors, and the Trustee and each Paying Agent shall have no further liability with respect to such monies.

12. Discharge and Defeasance

Subject to certain conditions, the Issuer at any time may terminate some of or all its obligations under the Notes and the Indenture if the Issuer deposits with the Trustee cash in U.S. dollars, U.S. Government Obligations or a combination thereof sufficient to pay the principal of and premium (if any) and interest on the Notes when due at maturity or redemption, as the case may be.

13. Amendment; Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Notes may be amended with the written consent of the holders of at least a majority in aggregate principal amount of the Notes then outstanding and (ii) any past default or compliance with any provisions may be waived with the written consent of the holders of at least a majority in principal amount of the Notes then outstanding.

The Issuer and the Trustee may amend the Indenture, the Notes and the Guarantees without notice to or the consent of any holder (i) to cure any ambiguity, omission, mistake, defect or inconsistency; (ii) to provide for the assumption by a Successor Issuer (with respect to the Issuer) of the obligations of the Issuer under the Indenture and the Notes; (iii) to provide for the assumption by a Successor Guarantor (with respect to any Guarantor) of the obligations of a Guarantor under the Indenture and its Guarantee; (iv) to provide for uncertificated Notes in addition to or in place of certificated Notes, provided, however, that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated notes are described in Section 163(f)(2)(B) of the Code; (v) to conform the text of the Indenture, the Notes or the Guarantees to any provision of the "Description of the Notes" in the Offering Memorandum to the extent that such provision in the Indenture, the Notes or the Guarantees was intended by the Issuer to be a verbatim recitation of a provision in the "Description of the Notes" in the Offering Memorandum, as stated in an Officer's Certificate; (vi) to add a Guarantee with respect to the Notes, (vii) to add collateral to secure the Notes; (viii) to release a Guarantor or any Guarantee of the Notes as permitted by the Indenture; (ix) to add to the covenants of the Issuer for the benefit of the holders or to surrender any right or power herein conferred upon the Issuer; (x) to make any change that does not adversely affect the rights of any holder in any material respect; (xi) to provide for the appointment of a successor Trustee as permitted by this Indenture; and (xii) to effect any provisions of the Indenture or to make changes to the Indenture to provide for the issuance of Additional Notes.



#### 14. Defaults and Remedies

If an Event of Default (other than an Event of Default specified in Section 6.01(f) or (g) of the Indenture with respect to the Issuer) occurs and is continuing, the Trustee by notice to the Issuer or the holders of at least 25% in principal amount of outstanding Notes by notice to the Issuer, with a copy to the Trustee, may declare the principal of, premium, if any, and accrued but unpaid interest on all the Notes to be due and payable. Upon such a declaration, such principal and interest will be due and payable immediately. If an Event of Default specified in Section 6.01(f) or (g) of the Indenture with respect to the Issuer occurs, the principal of, premium, if any, and interest on all the Notes will become immediately due and payable without any declaration or other act on the part of the Trustee or any holders. Under certain circumstances, the holders of a majority in principal amount of outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

If an Event of Default occurs and is continuing, the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Indenture at the request or direction of any of the holders pursuant to the Indenture, unless such holders have offered to the Trustee indemnity or security satisfactory to the Trustee against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no holder may pursue any remedy with respect to the Indenture or the Notes unless (i) such holder has previously given the Trustee written notice that an Event of Default is continuing, (ii) holders of at least 25% in principal amount of the outstanding Notes have requested the Trustee to pursue the remedy, (iii) such holders have offered the Trustee security or indemnity satisfactory to it against any loss, liability or expense, (iv) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity, and (v) the holders of a majority in principal amount of the outstanding Notes have not given the Trustee a direction inconsistent with such request within such 60-day period. The holders of a majority in principal amount of outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or the Indenture or, if the Trustee, being advised by counsel, determines that the action or proceeding so directed may not lawfully be taken or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or expense for which it is not adequately indemnified, or, subject to Section 7.01 of the Indenture, that the Trustee determines is unduly prejudicial to the rights of any other holder or that would involve the Trustee in personal liability. Prior to taking any action under the Indenture, the Trustee shall be entitled to indemnification reasonably satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

#### 15. Trustee Dealings with the Issuer

The Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Issuer or its Affiliates with the same rights it would have if it were not Trustee.

#### 16. No Recourse Against Others

No director, officer, employee, manager, incorporator or holder of any Equity Interests in the Issuer or any direct or indirect parent company of the Issuer, as such, shall have any liability for any obligations of the Issuer or any Guarantor under the Notes, the Indenture or the Guarantees, as applicable, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of Notes by accepting a Note waives and releases all such liability.

17. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Note.

18. Abbreviations

Customary abbreviations may be used in the name of a holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entirety), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

19. Governing Law

THIS SECURITY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

20. CUSIP Numbers; ISINs

The Issuer has caused CUSIP numbers and ISINs to be printed on the Notes and has directed the Trustee to use CUSIP numbers and ISINs in notices of redemption as a convenience to the holders. No representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers printed thereon.

**The Issuer will furnish to any holder of Notes upon written request and without charge to the holder a copy of the Indenture which has in it the text of this Note.**

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

\_\_\_\_\_  
(Print or type assignee's name, address and zip code)

\_\_\_\_\_  
(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint \_\_\_\_\_ agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: \_\_\_\_\_

Your Signature: \_\_\_\_\_

\_\_\_\_\_  
Sign exactly as your name appears on the other side of this Note.

Signature Guarantee:

Date: \_\_\_\_\_

Signature must be guaranteed by a participant in a recognized signature guaranty medallion program or other signature guarantor program reasonably acceptable to the Trustee

\_\_\_\_\_  
Signature of Signature Guarantee

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR  
REGISTRATION OF TRANSFER RESTRICTED NOTE

This certificate relates to \$ \_\_\_\_\_ principal amount of Notes held in (check applicable space) \_\_\_\_\_ book-entry or \_\_\_\_\_ definitive form by the undersigned.

The undersigned (check one box below):

- has requested the Trustee by written order to deliver in exchange for its beneficial interest in the Global Note held by the Depository a Note or Notes in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Note (or the portion thereof indicated above);
- has requested the Trustee by written order to exchange or register the transfer of a Note or Notes.

In connection with any transfer of any of the Notes evidenced by this certificate occurring while this Note is still a Transfer Restricted Definitive Note or a Transfer Restricted Global Note, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

- (1)  to the Issuer; or
- (2)  to the Registrar for registration in the name of the holder, without transfer; or
- (3)  pursuant to an effective registration statement under the Securities Act of 1933; or
- (4)  inside the United States to a “qualified institutional buyer” (as defined in Rule 144A under the Securities Act of 1933) that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or
- (5)  outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act of 1933 and such Note shall be held immediately after the transfer through Euroclear or Clearstream until the expiration of the Restricted Period (as defined in the Indenture); or

Exhibit A-14

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any Person other than the registered holder thereof; *provided, however*, that if box (5) is checked, the Issuer or the Trustee may require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Issuer or the Trustee have reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933 (other than Rule 144).

Date: \_\_\_\_\_

Your Signature: \_\_\_\_\_

\_\_\_\_\_  
Sign exactly as your name appears on the other side of this Note.

Signature Guarantee:

Date: \_\_\_\_\_

Signature must be guaranteed by a participant in a recognized signature guaranty medallion program or other signature guarantor program reasonably acceptable to the Trustee

\_\_\_\_\_  
Signature of Signature Guarantee

TO BE COMPLETED BY PURCHASER IF (4) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuer as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Date: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: To be executed by an executive officer

Exhibit A-16

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The initial principal amount of this Global Note is \$\_\_\_\_\_. The following increases or decreases in this Global Note have been made:

<u>Date of Exchange</u>	<u>Amount of decrease in Principal Amount of this Global Note</u>	<u>Amount of increase in Principal Amount of this Global Note</u>	<u>Principal amount of this Global Note following such decrease or increase</u>	<u>Signature of authorized signatory of Trustee or Notes Custodian</u>
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Exhibit A-17

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuer pursuant to Section 4.06 (Asset Sale) or 4.08 (Change of Control) of the Indenture, check the box:

Asset Sale

Change of Control

If you want to elect to have only part of this Note purchased by the Issuer pursuant to Section 4.06 (Asset Sale) or 4.08 (Change of Control) of the Indenture, state the amount (\$2,000 or any integral multiple of \$1,000 in excess thereof):

\$ \_\_\_\_\_

Date: \_\_\_\_\_

Your Signature: \_\_\_\_\_  
(Sign exactly as your name appears on  
the other side of this Note)

Signature Guarantee: \_\_\_\_\_  
Signature must be guaranteed by a participant in a recognized  
signature guaranty medallion program or other signature  
guarantor program reasonably acceptable to the Trustee



**[FORM OF TRANSFEREE LETTER OF REPRESENTATION]**  
**TRANSFEREE LETTER OF REPRESENTATION**

TRIMAS CORPORATION  
 c/o Wells Fargo Bank, National Association  
 as Trustee and Registrar

[•]

[•]

Attention: [•]

Telephone No.: [•]

Fax No.: [•]

Email: [•]

Ladies and Gentlemen:

This certificate is delivered to request a transfer of \$[ ] principal amount of the 4.875% Senior Notes due 2025 (the “Notes”) of TRIMAS CORPORATION (collectively with its successors and assigns, the “Issuer”).

Upon transfer, the Notes would be registered in the name of the new beneficial owner as follows:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Taxpayer ID Number: \_\_\_\_\_

The undersigned represents and warrants to you that:

1. We are an institutional “accredited investor” (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933, as amended (the “Securities Act”), purchasing for our own account or for the account of such an institutional “accredited investor” at least \$100,000 principal amount of the Notes, and we are acquiring the Notes not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act. We have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Notes, and we invest in or purchase securities similar to the Notes in the normal course of our business. We, and any accounts for which we are acting, are each able to bear the economic risk of our or its investment.

2. We understand that the Notes have not been registered under the Securities Act and, unless so registered, may not be sold except as permitted in the following sentence. We agree on our own behalf and on behalf of any investor account for which we are purchasing Notes to offer, sell or otherwise transfer such Notes prior to the date that is one year after the later of the date of original issue and the last date on which either of the Issuer or any affiliate of the Issuer was the owner of such Notes (or any predecessor thereto) (the “Resale Restriction Termination Date”) only (a) in the United States to a person whom we reasonably believe is a qualified institutional buyer (as defined in rule 144A under the Securities Act) in a transaction meeting the requirements of Rule 144A, (b) outside the United States in an offshore transaction in accordance with Rule 904 of Regulation S under the Securities Act, or (c) pursuant to an effective registration statement under the Securities Act, in each of cases (a) through (c) in accordance with any applicable securities laws of any state of the United States. In addition, we will, and each subsequent holder is required to, notify any purchaser of the Note evidenced hereby of the resale

Exhibit B-1

restrictions set forth above. The foregoing restrictions on resale will not apply subsequent to the Resale Restriction Termination Date. Each purchaser acknowledges that the Issuer and the Trustee reserve the right prior to the offer, sale or other transfer prior to the Resale Restriction Termination Date of the Notes pursuant to clause 1(b), 1(c) or 1(d) above to require the delivery of an opinion of counsel, certifications or other information satisfactory to the Issuer and the Trustee. No transfers will be permitted in reliance on Rule 144, even if legally then permitted.

Dated: \_\_\_\_\_

TRANSFeree: \_\_\_\_\_,

By: \_\_\_\_\_

Exhibit B-2

**[FORM OF SUPPLEMENTAL INDENTURE]**  
**SUPPLEMENTAL INDENTURE**

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture") dated as of [            ], among [NEW GUARANTOR] (the "New Guarantor"), a direct or indirect subsidiary of TRIMAS CORPORATION (or its successor), a Delaware corporation (the "Issuer"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as trustee under the indenture referred to below (the "Trustee").

W I T N E S S E T H :

WHEREAS the Issuer, certain Guarantors and the Trustee have heretofore executed an indenture, dated as of September 20, 2017 (as amended, supplemented or otherwise modified, the "Indenture"), providing for the issuance of the Issuer's 4.875% Senior Notes due 2025 (the "Notes"), initially in the aggregate principal amount of \$300,000,000;

WHEREAS Sections 4.11 and 10.07 of the Indenture provide that under certain circumstances the Issuer is required to cause the New Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantor shall guarantee the Guaranteed Obligations; and

WHEREAS pursuant to Section 9.01 of the Indenture, the Trustee and the Issuer are authorized to execute and deliver this Supplemental Indenture;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantor, the Issuer and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of the Notes as follows:

1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined, except that the term "holders" in this Supplemental Indenture shall refer to the term "holders" as defined in the Indenture and the Trustee acting on behalf of and for the benefit of such holders. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular Section hereof.

2. Agreement to Guarantee. The New Guarantor hereby agrees, jointly and severally with all existing Guarantors (if any), to guarantee the Guaranteed Obligations on the terms and subject to the conditions set forth in Article X of the Indenture and to be bound by all other applicable provisions of the Indenture and the Notes and to perform all of the obligations and agreements of a Guarantor under the Indenture.

3. Notices. All notices or other communications to the New Guarantor shall be given as provided in Section 11.02 of the Indenture.

4. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

5. Governing Law. **THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

6. Trustee Makes No Representation. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Issuer, or for or with respect to (i) the validity or sufficiency of this Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Issuer and the New Guarantor, in each case, by action or otherwise, (iii) the due execution hereof by the Issuer and the New Guarantor or (iv) the consequences of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

7. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture. Notwithstanding the foregoing, the exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture and signature pages for all purposes.

8. Effect of Headings. The Section headings of this Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions here.

*[Remainder of page intentionally left blank.]*

Exhibit C-2

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed as of the date first written above.

TRIMAS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

[NEW GUARANTOR], as a Guarantor

By: \_\_\_\_\_  
Name:  
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION, not in  
its individual capacity, but solely as Trustee

By: \_\_\_\_\_  
Name:  
Title:

Exhibit C-3

## REPLACEMENT REVOLVING FACILITY AMENDMENT

REPLACEMENT REVOLVING FACILITY AMENDMENT, dated as of September 20, 2017 (this "Amendment"), to the CREDIT AGREEMENT, dated as of October 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, including, without limitation, by that certain Replacement Facility Amendment dated as of June 30, 2015, that certain Foreign Subsidiary Borrowing Agreement and Amendment, dated as of January 10, 2017 and that certain Amendment, dated as of March 8, 2017, the "Credit Agreement"), among TRIMAS CORPORATION ("Holdings"), TRIMAS COMPANY LLC, (the "Parent Borrower"), the subsidiary borrowers from time to time parties thereto, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent"), and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make, and have made, certain loans and other extensions of credit to the Parent Borrower and the subsidiary borrowers;

WHEREAS, the Parent Borrower has (i) decided to repay in full all of the outstanding Term Loans, (ii) requested that all of the outstanding Revolving Commitments (the "Existing Revolving Commitments"); the loans outstanding thereunder immediately prior to the Effective Date (as defined below), the "Existing Revolving Loans", and the Lenders holding such Existing Revolving Commitments or Existing Revolving Loans, collectively, the "Existing Revolving Lenders") be replaced with a new revolving facility (the "Amended Facility") in accordance with Section 10.02(d)(ii) of the Credit Agreement by obtaining new revolving commitments (the "New Revolving Commitments"; and the loans thereunder, the "New Revolving Loans") and (iii) requested that the Credit Agreement be amended in the form attached hereto as Exhibit A (the "Amended Credit Agreement");

WHEREAS, Section 10.02(d)(ii) of the Credit Agreement permits the Parent Borrower to amend the Credit Agreement, with the written consent of the Administrative Agent, the Parent Borrower and the Lenders providing the Amended Facility, to replace the Existing Revolving Commitments and refinance the Existing Revolving Loans with the Amended Facility and the proceeds thereof;

WHEREAS, upon the occurrence of the Effective Date, the New Revolving Commitments and New Revolving Loans will replace and refinance, as applicable, the Existing Revolving Commitments and the Existing Revolving Loans;

WHEREAS, upon the occurrence of the Effective Date, the Credit Agreement will be deemed amended in the form of the Amended Credit Agreement;

WHEREAS, JPMorgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC are acting as joint lead arrangers and joint bookrunners in connection with the transactions contemplated by this Amendment and the Amended Credit Agreement (in such capacities, the "Lead Arrangers");

WHEREAS, each Existing Revolving Lender that executes and delivers a signature page to this amendment (a "Lender Addendum") and in connection therewith agrees (x) to continue all of its Existing Revolving Commitments as New Revolving Commitments (such continued commitments, the "Continued Revolving Commitments"; and such Lenders, the "Continuing Revolving Lenders") and (y) to the terms of the Amended Credit Agreement will thereby (i) agree to the terms of this Amendment and

the Amended Credit Agreement, (ii) agree to continue all of its Existing Revolving Commitments in a principal amount equal to the aggregate amount of such Existing Revolving Commitments so continued (or such lesser amount as notified to such Lender by the Lead Arrangers prior to the Effective Date) and (iii) agree to make New Revolving Loans from time to time;

WHEREAS, subject to the preceding recitals, each Person (other than a Continuing Revolving Lender in its capacity as such) that executes and delivers a Lender Addendum and agrees in connection therewith (x) to make New Revolving Commitments (such New Revolving Commitments, the "Additional Revolving Commitments", and the loans thereunder, the "Additional Revolving Loans", and the Lenders of such Additional Revolving Commitments and Additional Revolving Loans, the "Additional Revolving Lenders"; and the Additional Revolving Lenders together with the Continuing Revolving Lenders, the "New Revolving Lenders") to the terms of the Amended Credit Agreement will thereby (i) agree to the terms of this Amendment and the Amended Credit Agreement, (ii) commit to make Additional Revolving Commitments to the Borrower on the Effective Date as New Revolving Commitments in an amount as is determined by the Lead Arrangers and notified to such Additional Revolving Lender prior to the Effective Date and (iii) agree to make Additional Revolving Loans from time to time;

WHEREAS, upon the occurrence of the Effective Date, subject to the provisions of Section 2.06(d) of the Amended Credit Agreement, the proceeds of the New Revolving Loans will be used by the Parent Borrower to repay in full the outstanding principal amount of the Existing Revolving Loans;

WHEREAS, the New Revolving Lenders are severally willing to (i) continue their Existing Revolving Commitments as New Revolving Commitments and/or make New Revolving Commitments, as the case may be, and make New Revolving Loans from time to time and (ii) agree to the terms of this Amendment and the Amended Credit Agreement; and

WHEREAS, the Parent Borrower, the Administrative Agent and the New Lenders are willing to agree to this Amendment and the Amended Credit Agreement on the terms set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

SECTION 2. New Revolving Commitments.

(a) Subject to the terms and conditions set forth herein (i) each Continuing Revolving Lender agrees to continue all (or such lesser amount as notified to such Lender by the Lead Arranger prior to the Effective Date) of its Existing Revolving Commitments as New Revolving Commitments on the date requested by the Parent Borrower to be the Effective Date in a principal amount equal to such Continuing Revolving Lender's New Revolving Commitment (as defined below), (ii) each Additional Revolving Lender agrees to provide New Revolving Commitments on and after such date to the Parent Borrower and the Foreign Subsidiary Borrowers in a principal amount equal to such Additional Revolving Lender's New Revolving Commitment and (iii) each New Revolving Lender agrees to the terms of this Amendment and the Amended Credit Agreement.

(b) For purposes hereof, a Person shall become a party to the Amended Credit Agreement and a New Revolving Lender as of the Effective Date by executing and delivering to the

Administrative Agent, on or prior to the Effective Date, a Lender Addendum in its capacity as a New Revolving Lender. The Parent Borrower shall give notice to the Administrative Agent of the proposed Effective Date not later than one Business Day prior thereto, and the Administrative Agent shall notify each New Revolving Lender thereof. For the avoidance of doubt, (x) the Existing Revolving Commitments of a Continuing Revolving Lender must be continued in whole and may not be continued in part unless approved by the Lead Arrangers and (y) each Additional Revolving Lender must be reasonably acceptable to the Administrative Agent, the Foreign Currency Agent, the Fronting Lender, each Issuing Bank and each Swingline Lender (it being understood and agreed that each such Person's execution of a signature page hereto shall be deemed to constitute approval of each Additional Revolving Lender that is a party hereto).

(c) The New Revolving Commitments of each New Revolving Lender will be available to the Parent Borrower and the Foreign Subsidiary Borrowers (including, with respect to New Revolving Lenders that are Foreign Currency Lenders, for Foreign Currency Loans in accordance with the Amended Credit Agreement) on the Effective Date. The "New Revolving Commitment" of (i) any Continuing Revolving Lender will be the amount of its Existing Revolving Commitment as set forth in the Register as of the Effective Date (or such lesser amount as notified to such Lender by the Lead Arrangers prior to the Effective Date), which shall be continued as an equal amount of New Revolving Commitments and (ii) of any Additional Revolving Lender will be such amount (not exceeding any commitment offered by such Additional Revolving Lender) allocated to it by the Lead Arrangers and notified to it on or prior to the Effective Date. The Commitments of the New Revolving Lenders are several, and (subject to Section 2.22 of the Amended Credit Agreement) no such Lender will be responsible for any other such Lender's failure to make or acquire its New Revolving Loans.

(d) The obligation of each New Revolving Lender to make, provide or acquire by continuation New Revolving Commitments on the Effective Date is subject to the satisfaction of the conditions set forth in Section 3 of this Amendment.

(e) On and after the Effective Date, each reference in the Amended Credit Agreement to (i) "Revolving Commitments" shall be deemed a reference to the New Revolving Commitments contemplated hereby and (ii) "Revolving Loans" shall be deemed a reference to the New Revolving Loans contemplated hereby, except in each case as the context may otherwise require. Notwithstanding the foregoing, except as set forth in Section 2(h) of this Amendment, the provisions of the Credit Agreement with respect to indemnification, reimbursement of costs and expenses, increased costs and break funding payments shall continue in full force and effect with respect to, and for the benefit of, each Existing Revolving Lender in respect of such Lender's Existing Revolving Commitments and Existing Revolving Loans.

(f) On the Effective Date, all Existing Revolving Loans shall be deemed repaid and (to the extent set forth in the Borrowing Request requesting Revolving Loans to be made on the Effective Date) reborrowed as New Revolving Loans in accordance with Section 2.06(d) of the Amended Credit Agreement.

(g) For the avoidance of doubt, the Lenders hereby acknowledge and agree that, at the sole option of the Lead Arrangers, any Lender with Existing Revolving Commitments that all or any portion of which are not continued as Continued Revolving Commitments as contemplated hereby ("Non-Continued Revolving Commitments") shall, automatically upon receipt of the amount necessary to purchase, at par, the portion of such Lender's Existing Revolving Commitments constituting Non-Continued Revolving Commitments and any related outstanding revolving loans in connection therewith and pay all accrued interest and fees thereon, be deemed to have assigned such Non-Continued Revolving Commitments and related outstanding revolving loans pursuant to a form of Assignment and Assumption and, accordingly, no other action by the Lenders, the Administrative Agent or the Loan Parties shall be required in connection therewith.



(h) Each Lender party hereto and the Parent Borrower agree that with respect to any payment or deemed payment of Existing Revolving Loans on the Effective Date, any amounts payable pursuant to Section 2.16 of the Credit Agreement as a result of such payment or deemed payment are hereby waived by each Continuing Revolving Lender.

SECTION 3. Effective Date. This Amendment (subject to Section 4), and the obligation of each New Revolving Lender to provide New Revolving Commitments and make New Revolving Loans, shall become effective as of the date (the "Effective Date") on which the conditions set forth in Section 4.04 of the Amended Credit Agreement have been satisfied.

SECTION 4. Representations and Warranties.

(a) Holdings and the Parent Borrower hereby represent that (i) the representations and warranties of each Loan Party set forth in the Loan Documents are true and correct as of the Amendment Effective Date and (ii) at the time of and immediately after giving effect to the Amendment Effective Date, no Default has occurred and is continuing.

(b) Each Loan Party represents and warrants to each of the Lenders and the Administrative Agent that (i) the Transactions (as defined in the Amended Credit Agreement) to be entered into by each Loan Party are within such Loan Party's powers and have been duly authorized by all necessary action and (ii) this Amendment has been duly executed and delivered by each Loan Party and constitutes a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 5. Amendment to Credit Agreement. Effective as of the Effective Date: (a) the Credit Agreement is hereby amended and restated in its entirety in the form of the Amended Credit Agreement set forth as Exhibit A hereto and (b) the schedules to the Credit Agreement are amended and restated in their entirety in the form appended to the Amended Credit Agreement. All exhibits to the Credit Agreement, in the forms thereof immediately prior to the Effective Date, will continue to be exhibits to the Amended Credit Agreement *mutatis mutandis*.

SECTION 6. Effect of Amendment.

6.1. Except as expressly set forth herein and in the Amended Credit Agreement, neither this Amendment nor the Amended Credit Agreement shall by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Credit Agreement or any other Loan Document, or alter, modify, amend or in any way affect any of the terms, conditions, obligations, guarantees, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. The Parent Borrower and each other Loan Party (i) acknowledges, renews and extends its continued liability under the Credit Agreement and any other Loan Document, (ii) acknowledges and agrees that its guarantee of the Obligations (as such term is defined giving effect to this Amendment) continues in full force and effect, unimpaired, uninterrupted and undischarged, regardless of the effectiveness of this Amendment and (iii) acknowledges and agrees that all of the Liens and security interests created and arising under any Loan Document remain in full force and effect and continue to secure its Obligations

(as such term is defined giving effect to this Amendment), unimpaired, uninterrupted and undischarged, regardless of the effectiveness of this Amendment, except as provided in the Amended Credit Agreement (including, without limitation, Section 10.15 thereof). Nothing herein shall be deemed to entitle the Parent Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. Except as expressly set forth herein or in the Amended Credit Agreement (including, without limitation, Section 10.15 thereof), nothing in this Amendment shall be deemed to be a novation of any obligations under the Credit Agreement or any other Loan Document.

6.2. On and after the Effective Date, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the Credit Agreement in any other Loan Document shall be deemed a reference to the Credit Agreement as amended hereby. This Amendment shall constitute a “Loan Document” for all purposes of the Amended Credit Agreement and the other Loan Documents (as defined in the Amended Credit Agreement).

6.3. Except as expressly provided herein or in the Amended Credit Agreement, the Amended Facility shall be subject to the terms and provisions of the Amended Credit Agreement and the other Loan Documents.

#### SECTION 7. General.

7.1. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7.2. Costs and Expenses. The Parent Borrower agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Amendment, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent.

7.3. Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

7.4. Amendments. This Amendment may be amended, modified or supplemented only by a writing signed by the Required Lenders (as defined in the Amended Credit Agreement) and the Parent Borrower; provided that any amendment or modification that would require the consent of all Lenders or all affected Lenders if made under the Amended Credit Agreement shall require the consent of all Lenders (as defined in the Amended Credit Agreement) or all affected Lenders (as defined in the Amended Credit Agreement), as applicable.

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

[Remainder of Page Intentionally Left Blank]

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

TRIMAS CORPORATION

By: /s/ Robert J. Zalupski  
Name: Robert J. Zalupski  
Title: Vice President

TRIMAS COMPANY LLC

By: /s/ Robert J. Zalupski  
Name: Robert J. Zalupski  
Title: Vice President

AEROSPACE FINANCE HOLDINGS LLC  
ALLFAST FASTENING SYSTEMS, LLC  
ARMINAK & ASSOCIATES, LLC  
ARROW ENGINE COMPANY  
COMPAC CORPORATION  
INNOVATIVE MOLDING  
LAMONS GASKET COMPANY  
MAC FASTENERS, INC.  
MARTINIC ENGINEERING, INC.  
MONOGRAM AEROSPACE FASTENERS, INC.  
NI INDUSTRIES, INC.  
NORRIS CYLINDER COMPANY  
NORRIS TOOLING LLC  
RIEKE-ARMINAK CORP.  
RIEKE CORPORATION  
RIEKE LEASING CO., INCORPORATED  
TRIMAS INTERNATIONAL HOLDINGS LLC

By: /s/ Robert J. Zalupski  
Name: Robert J. Zalupski  
Title: Vice President

RIEKE-LAMONS NEDERLAND HOLDINGS B.V.

By: /s/ Willem Zanting  
Name: Willem Zanting  
Title: Director A

Signature Page to Amendment

RIEKE-LAMONS NEDERLAND HOLDINGS B.V.

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Director B

TRIMAS CORPORATION LIMITED

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Director

TRIMAS UK AEROSPACE HOLDINGS LIMITED

By: /s/ Joshua A. Sherbin

Name: Joshua A. Sherbin

Title: Secretary

JPMORGAN CHASE BANK, N.A., as Administrative Agent,  
as a Lender, as a Fronting Lender, as an Issuing Bank and as a  
Swingline Lender

By: /s/ Richard Barritt

Name: Richard Barritt

Title: Vice President

J.P. MORGAN EUROPE LIMITED, as Foreign Currency  
Agent

By: /s/ Mark Ryan

Name: Mark Ryan

Title: Vice President

This Lender Addendum (this "Lender Addendum") is referred to in, and is a signature page to, the Amendment, dated as of September 20, 2017 (the "Amendment") to the Credit Agreement dated as of October 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, including, without limitation, by that certain Replacement Facility Amendment dated as of June 30, 2015, that certain Foreign Subsidiary Borrowing Agreement and Amendment, dated as of January 10, 2017 and that certain Amendment, dated as of March 8, 2017, the "Credit Agreement"), among TRIMAS CORPORATION ("Holdings"), TRIMAS COMPANY LLC, (the "Parent Borrower"), the subsidiary borrowers from time to time parties thereto, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent"), and the other agents party thereto. Capitalized terms used but not defined in this Lender Addendum have the meanings assigned to such terms in the Amendment or the Credit Agreement, as applicable.

By executing this Lender Addendum as a Continuing Revolving Lender, the undersigned institution agrees (A) to the terms of the Amendment and the Amended Credit Agreement, (B) on the terms and subject to the conditions set forth in the Amendment and the Amended Credit Agreement, to continue its Existing Revolving Commitments as New Revolving Commitments on the Effective Date in the amount of its New Revolving Commitment, (C) on the Effective Date to make New Revolving Loans in the amount required to give effect to the provisions of Section 2.06(d) of the Amended Credit Agreement and (D) that on the Effective Date, it is subject to, and bound by, the terms and conditions of the Amended Credit Agreement and other Loan Documents as a Lender thereunder and its New Revolving Commitments and New Revolving Loans will be "Revolving Commitments" or "Revolving Loans", as applicable, under the Amended Credit Agreement.

**Name of Institution:** JPMorgan Chase Bank, N.A.

Executing as a **Continuing Revolving Lender:**

By: /s/ Richard Barritt  
\_\_\_\_\_  
Name: Richard Barritt  
Title: Vice President

For any institution requiring a second signature line:

By: \_\_\_\_\_  
Name:  
Title:

[  ] **CHECK HERE IF LENDER ELECTS A CASHLESS  
ROLL OF ITS REVOLVING LOANS]**

This Lender Addendum (this "Lender Addendum") is referred to in, and is a signature page to, the Amendment, dated as of September 20, 2017 (the "Amendment") to the Credit Agreement dated as of October 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, including, without limitation, by that certain Replacement Facility Amendment dated as of June 30, 2015, that certain Foreign Subsidiary Borrowing Agreement and Amendment, dated as of January 10, 2017 and that certain Amendment, dated as of March 8, 2017, the "Credit Agreement"), among TRIMAS CORPORATION ("Holdings"), TRIMAS COMPANY LLC, (the "Parent Borrower"), the subsidiary borrowers from time to time parties thereto, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent"), and the other agents party thereto. Capitalized terms used but not defined in this Lender Addendum have the meanings assigned to such terms in the Amendment or the Credit Agreement, as applicable.

By executing this Lender Addendum as a Continuing Revolving Lender, the undersigned institution agrees (A) to the terms of the Amendment and the Amended Credit Agreement, (B) on the terms and subject to the conditions set forth in the Amendment and the Amended Credit Agreement, to continue its Existing Revolving Commitments as New Revolving Commitments on the Effective Date in the amount of its New Revolving Commitment, (C) on the Effective Date to make New Revolving Loans in the amount required to give effect to the provisions of Section 2.06(d) of the Amended Credit Agreement and (D) that on the Effective Date, it is subject to, and bound by, the terms and conditions of the Amended Credit Agreement and other Loan Documents as a Lender thereunder and its New Revolving Commitments and New Revolving Loans will be "Revolving Commitments" or "Revolving Loans", as applicable, under the Amended Credit Agreement.

**Name of Institution:** Bank of America, N.A.

Executing as a **Continuing Revolving Lender:**

By: /s/ Michael E. Miller  
\_\_\_\_\_  
Name: Michael E. Miller  
Title: Vice President

For any institution requiring a second signature line:

By: \_\_\_\_\_  
Name:  
Title:

**CHECK HERE IF LENDER ELECTS A CASHLESS  
ROLL OF ITS REVOLVING LOANS]**

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**Name of Institution:** Wells Fargo Bank, National Association

Executing as a **Continuing Revolving Lender:**

By: /s/ Tom Trail

\_\_\_\_\_  
Name: Tom Trail

Title: Managing Director

For any institution requiring a second signature line:

By: \_\_\_\_\_

Name:

Title:

**CHECK HERE IF LENDER ELECTS A CASHLESS  
ROLL OF ITS REVOLVING LOANS]**



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**Name of Institution:** Bank of Montreal

Executing as a **Continuing Revolving Lender:**

By: /s/ Joshua Hovermale

\_\_\_\_\_  
Name: Joshua Hovermale

Title: Director

For any institution requiring a second signature line:

By: \_\_\_\_\_

Name:

Title:

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**Name of Institution:** Bank of Montreal, London Branch

Executing as a **Continuing Revolving Lender:**

By: /s/ Tony Ebdon

\_\_\_\_\_  
Name: Tony Ebdon

Title: Managing Director

For any institution requiring a second signature line:

By: /s/ Scott Matthews

\_\_\_\_\_  
Name: Scott Matthews

Title: CEO

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**Name of Institution:** Citizens Bank, N.A.

Executing as a **Continuing Revolving Lender:**

By: /s/ Stephen Maenhout  
Name: Stephen Maenhout  
Title: Senior Vice President

For any institution requiring a second signature line:

By: \_\_\_\_\_  
Name:  
Title:

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**Name of Institution:** DEUTSCHE BANK AG NEW YORK BRANCH

Executing as a **Continuing Revolving Lender:**

By: /s/ Dusan Lazarov  
Name: Dusan Lazarov  
Title: Director

For any institution requiring a second signature line:

By: /s/ Marcus Tarkington  
Name: Marcus Tarkington  
Title: Director

**[X] CHECK HERE IF LENDER ELECTS A CASHLESS  
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By executing this Lender Addendum as an Additional Revolving Lender, the undersigned institution agrees (A) to the terms of the Amendment and the Amended Credit Agreement, (B) on the terms and subject to the conditions set forth in the Amendment and the Amended Credit Agreement, to provide New Revolving Commitments on and after the Effective Date in the amount of such Additional Revolving Lender's New Revolving Commitment, (C) on the Effective Date to make New Revolving Loans in the amount required to give effect to the provisions of Section 2.06(d) of the Amended Credit Agreement and (D) that on the Effective Date, it is subject to, and bound by, the terms and conditions of the Amended Credit Agreement and other Loan Documents as a Lender thereunder and its New Revolving Commitments and New Revolving Loans will be "Revolving Commitments" or "Revolving Loans", as applicable, under the Amended Credit Agreement.

**Name of Institution:** DEUTSCHE BANK AG NEW YORK  
BRANCH

Executing as an **Additional Revolving Lender:**

By: /s/ Dusan Lazarov

Name: Dusan Lazarov

Title: Director

For any institution requiring a second signature line:

By: /s/ Marcus Tarkington

Name: Marcus Tarkington

Title: Director

[Signature Page to Amendment]

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**Name of Institution:** KEYBANK NATIONAL ASSOCIATION

Executing as a **Continuing Revolving Lender:**

By: /s/ Suzannah Valdivia

\_\_\_\_\_  
Name: Suzannah Valdivia

Title: Senior Vice President

For any institution requiring a second signature line:

By: \_\_\_\_\_

Name:

Title:

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**Name of Institution:** KEYBANK NATIONAL ASSOCIATION

Executing as an **Additional Revolving Lender:**

By: /s/ Suzannah Valdivia

\_\_\_\_\_  
Name: Suzannah Valdivia  
Title: Senior Vice President

For any institution requiring a second signature line:

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Name:  
Title:

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**Name of Institution:** HSBC Bank USA, N.A.

Executing as a **Continuing Revolving Lender:**

By: /s/ Frank Eassa

\_\_\_\_\_  
Name: Frank Eassa

Title: Senior Vice President

For any institution requiring a second signature line:

By: \_\_\_\_\_

Name:

Title:

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**Name of Institution:** HSBC Bank USA, N.A.

Executing as an **Additional Revolving Lender:**

By: /s/ Frank Eassa  
Name: Frank Eassa  
Title: Senior Vice President

For any institution requiring a second signature line:

By: \_\_\_\_\_  
Name:  
Title:

[see attached]

CREDIT AGREEMENT

dated as of October 16, 2013,

among

TRIMAS CORPORATION,

TRIMAS COMPANY LLC,

The ~~Foreign~~ Subsidiary ~~Term~~-Borrowers Party Hereto,  
~~The Foreign Subsidiary Borrowers Party Hereto,~~  
The Lenders Party Hereto,

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

J.P. MORGAN EUROPE LIMITED,  
as Foreign Currency Agent,

and

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

BANK OF MONTREAL,  
~~RBS~~ CITIZENS BANK, N.A.,  
DEUTSCHE BANK SECURITIES INC.

and  
~~MUFG UNION BANK, N.A.,~~  
KEYBANK NATIONAL ASSOCIATION,  
as Co-Documentation Agents

As Amended as of ~~June 30~~September 20, 20152017

\_\_\_\_\_  
J.P. MORGAN SECURITIES LLC,  
JPMORGAN CHASE BANK, N.A.,  
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,  
WELLS FARGO SECURITIES, LLC,  
as Joint Lead Arrangers and Joint Bookrunners

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205 EXHIBITS:

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- 207 Exhibit B – Form of Borrowing Request
- 208 Exhibit C – Form of Foreign Subsidiary Borrowing Agreement
- 209 Exhibit D – Form of Guarantee Agreement
- 210 Exhibit E – Form of Indemnity, Subrogation and Contribution Agreement
- 211 Exhibit F – Form of Mortgage
- 212 Exhibit G – Form of Pledge Agreement
- 213 Exhibit H – Form of Security Agreement
- 214 Exhibit I – Form of U.S. Tax Certificate



215 CREDIT AGREEMENT (this “Agreement”) dated as of October 16, 2013, as amended  
216 as of ~~June 30~~ September 20, 2015 ~~2017~~, among TRIMAS COMPANY LLC, TRIMAS CORPORATION,  
217 the ~~SUBSIDIARY TERM BORROWERS party hereto~~, the FOREIGN SUBSIDIARY BORROWERS  
218 party hereto, the LENDERS party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent  
219 and Collateral Agent, and J.P. MORGAN EUROPE LIMITED, as Foreign Currency Agent.

220 RECITALS:

221 In consideration of the premises and the agreements, provisions and covenants herein  
222 contained, the parties hereto hereby agree as follows:

223 ARTICLE I

224 Definitions

225  
226 SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have  
227 the meanings specified below:

228 “ABR,” when used in reference to any Loan or Borrowing, refers to whether such Loan,  
229 or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the  
230 Alternate Base Rate.

231 “Acquisition Lease Financing” means any sale or transfer by the Parent Borrower or any  
232 Subsidiary of any property, real or personal, that is acquired pursuant to a Permitted Acquisition, in an  
233 aggregate amount not to exceed \$75,000,000 at any time after the Restatement Date, which property is  
234 rented or leased by the Parent Borrower or such Subsidiary from the purchaser or transferee of such  
235 property, so long as the proceeds from such transaction consist solely of cash.

236 “Adjusted LIBO Rate” means, with respect to any Eurocurrency Borrowing for any  
237 Interest Period, an interest rate per annum equal to (a) the LIBO Rate for such Interest Period multiplied  
238 by (b) the Statutory Reserve Rate; provided that if the Adjusted LIBO Rate is less than zero, it shall be  
239 deemed to be zero for purposes of this Agreement.

240 “Administrative Agent” means JPMCB, in its capacity as administrative agent for the  
241 Lenders hereunder.

242 “Administrative Schedule” means Schedule 1.01(b) to this Agreement, which contains  
243 administrative information in respect of (i) each Foreign Currency and each Foreign Currency Loan and  
244 (ii) each L/C Foreign Currency and each Letter of Credit denominated in an L/C Foreign Currency.

245 “Administrative Questionnaire” means an Administrative Questionnaire in a form  
246 supplied by the Administrative Agent.

247 “Affiliate” means, with respect to a specified Person, another Person that directly, or  
248 indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control  
249 with the Person specified.

250 “Agents” means, collectively, the Administrative Agent, the Collateral Agent, the  
251 Foreign Currency Agent ~~and~~, the Syndication Agents and the Documentation Agents.

252 “Agreement” has the meaning assigned to such term in the preamble hereto.

253 “Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a)  
 254 the Prime Rate in effect on such day, (b) the ~~Federal Funds Effective~~ NYFRB Rate in effect on such day  
 255 plus ½ of 1% and (c) the Adjusted LIBO Rate ~~for a one month Interest Period~~ on such day (or if such day  
 256 is not a Business Day, the immediately preceding Business Day) ~~for a deposit in dollars with a maturity of~~  
 257 ~~one month plus 1%. For purposes of clause (c) above plus 1%, provided that for the purpose of this~~  
 258 ~~definition, the Adjusted LIBO Rate on for any day shall be the LIBO Rate, two Business Days prior to~~  
 259 ~~such day for deposits in dollars with a maturity of one month based on the LIBOR Screen Rate (or if the~~  
 260 ~~LIBOR Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at~~  
 261 ~~approximately 11:00 a.m. London time on such day. Any change in the Alternate Base Rate due to a~~  
 262 ~~change in the Prime Rate, the Federal Funds Effective NYFRB Rate or the Adjusted LIBO Rate shall be~~  
 263 ~~effective from and including the effective date of such change in the Prime Rate, the Federal Funds~~  
 264 ~~Effective NYFRB Rate or the Adjusted LIBO Rate, as the case may be respectively. If the Alternate Base~~  
 265 ~~Rate is being used as an alternate rate of interest pursuant to Section 2.14 hereof, then the Alternate Base~~  
 266 ~~Rate shall be the greater of clause (a) and (b) above and shall be determined without reference to clause~~  
 267 ~~(c) above. For the avoidance of doubt, if the Alternate Base Rate shall be less than zero, such rate shall be~~  
 268 ~~deemed to be zero for purposes of this Agreement.~~

269 “Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction  
 270 applicable to ~~the Borrower Holdings~~ or its Subsidiaries from time to time concerning or relating to bribery  
 271 or corruption.

272 “Applicable Borrower” has the meaning assigned to such term in Section 2.17(a).

273 “Applicable Percentage” means, at any time, with respect to any Revolving Lender, the  
 274 percentage of the total Revolving Commitments represented by such Lender’s Revolving Commitment. If  
 275 the Revolving Commitments have terminated or expired, the Applicable Percentages shall be determined  
 276 based upon the Revolving Commitments most recently in effect, giving effect to any assignments.

277 “Applicable Rate” means, for any day, (a) ~~with respect to any ABR Tranche A Term~~  
 278 ~~Loan or Eurocurrency Tranche A Term Loan, the applicable rate per annum set forth below under the~~  
 279 ~~caption “ABR Spread” or “Eurocurrency Spread,” as the case may be, based upon the Leverage Ratio as~~  
 280 ~~of the most recent determination date, (b) with respect to any Incremental Term Loan of any Series, the~~  
 281 ~~rate per annum specified in the Incremental Facility Agreement establishing the Incremental Term~~  
 282 ~~Commitments of such Series, (c) with respect to the Commitment Fees, the applicable rate per annum set~~  
 283 ~~forth under the caption “Commitment Fee Rate” based upon the Leverage Ratio as of the most recent~~  
 284 ~~determination date, (d) with respect to any Swingline Loan, the applicable rate per annum set forth~~  
 285 ~~below under the caption “ABR Spread” based upon the Leverage Ratio as of the most recent~~  
 286 ~~determination date and (e) with respect to any ABR Revolving Loan or Eurocurrency Revolving Loan,~~  
 287 ~~the applicable rate per annum set forth below under the caption “ABR Spread” or “Eurocurrency Spread,”~~  
 288 ~~as the case may be, based upon the Leverage Ratio as of the most recent determination date; provided that~~  
 289 ~~for purposes of clauses (a), (c), (d) and (e), until the date of delivery of the consolidated financial~~  
 290 ~~statements pursuant to Section 5.01(b) as of and for the first fiscal quarter ended June 30, 2015 after the~~  
 291 ~~Restatement Date, the Applicable Rate shall be based on the rates per annum set forth in Category 3:~~

	Leverage Ratio	ABR Spread	Eurocurrency Spread	Commitment Fee Rate
Category 1: Greater than or equal to 3.25 to 1.00		1.000%	2.000%	0.350%

Leverage Ratio	ABR Spread	Eurocurrency Spread	Commitment Fee Rate
Category 2: Greater than or equal to 2.75 to 1.00 but less than 3.25 to 1.00	0.750%	1.750%	0.300%
Category 3: Greater than or equal to 2.25 to 1.00 but less than 2.75 to 1.00	0.625%	1.625%	<del>0.2750</del> 0.25%
Category 4: Greater than or equal to 1.50 to 1.00 but less than 2.25 to 1.00	0.500%	1.500%	<del>0.2500</del> 0.225%
Category 5: Less than 1.50 to 1.00	0.375%	1.375%	<del>0.2250</del> 0.200%

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For purposes of the foregoing clauses (a), (b) and (c), ~~(d) and (e)~~, (i) the Leverage Ratio shall be determined as of the end of each fiscal quarter of the Parent Borrower's fiscal year based upon Holdings' consolidated financial statements delivered pursuant to Section 5.01(a) or (b) and (ii) each change in the Applicable Rate resulting from a change in the Leverage Ratio shall be effective during the period commencing on and including the date of delivery to the Administrative Agent of such consolidated financial statements indicating such change and ending on the date immediately preceding the effective date of the next such change; provided that the Leverage Ratio shall be deemed to be in Category 1 (A) at any time that an Event of Default has occurred and is continuing or (B) if Holdings or the Parent Borrower fails to deliver the consolidated financial statements required to be delivered by it pursuant to Section 5.01(a) or (b), during the period from the expiration of the time for delivery thereof until such consolidated financial statements are delivered.

304

"Applicable UK Payment" has the meaning assigned to such term in Section 2.17(k).

305

"Applicable U.S. Borrower" has the meaning assigned to such term in Section 2.17(f).

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"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

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"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any Person whose consent is required by Section 10.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

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"Assumed Preferred Stock" means any preferred stock or preferred Equity Interests of any Person that becomes a Subsidiary after the Restatement Date; provided that (a) such preferred stock or preferred Equity Interests exist at the time such Person becomes a Subsidiary and are not created in contemplation of or in connection with such Person becoming a Subsidiary and (b) the aggregate liquidation value of all such outstanding preferred stock and preferred Equity Interests shall not exceed \$40,000,000 at any time outstanding, less the aggregate principal amount of Indebtedness incurred and outstanding pursuant to Section 6.01(a)(x).

321 “Australian Dollars” means the lawful currency of Australia.

322 “Available Amount” means, as of any date of determination, an amount equal to:

323 (a) the sum of (without duplication):

324 (i) if positive, equal to 50% of the cumulative ~~Retained Excess Cash Flow~~  
325 Amount, and Consolidated Net Income of the Parent Borrower for the period (taken as  
326 one accounting period) commencing from July 1, 2017 to the end of the fiscal quarter  
327 most recently ended in respect of which consolidated financial statements have been  
328 delivered pursuant to Section 5.01(a) or (b);

329 (ii) the Net Proceeds Not Otherwise Applied received by ~~the Parent~~  
330 Borrower Holdings after the Restatement Date from (A) cash contributions (other than  
331 from the Parent Borrower or a Subsidiary) to ~~the Parent Borrower Holdings~~ or (B) the  
332 issuance and sale of its Equity Interests (other than a sale to the Parent Borrower or a  
333 Subsidiary and other than an issuance or sale of Disqualified Equity Interests);

334 (iii) the principal amount of any Indebtedness of the Parent Borrower or any  
335 Subsidiary issued after the Restatement Date which has been converted into or exchanged  
336 for Equity Interests (other than Disqualified Equity Interests) in Holdings or any direct or  
337 indirect parent of Holdings; and

338 (iv) in the event that all or a portion of the Available Amount has been  
339 applied to make an investment pursuant to Section 6.04(s), an amount (not to exceed the  
340 original amount of such Investment) equal to the aggregate amount received by the  
341 Parent Borrower or any Subsidiary in cash and Permitted Investments, or the fair market  
342 value of any property received by the Parent Borrower or any Subsidiary, from: (i) the  
343 sale (other than to the Parent Borrower or any Subsidiary) of any such investment less  
344 any amounts that would be deducted pursuant to clause (b) of the definition of Net  
345 Proceeds, (ii) any dividend or other distribution received in respect of any such  
346 investment and (iii) interest, returns of principal, repayments and similar payments  
347 received in respect of any such investment;

348 minus

349 (b) the amount of any investments made after the Restatement Date in reliance on  
350 Section 6.04(s) prior to such date, any Restricted Payments made after the Restatement Date in  
351 reliance on Section 6.08(a)(v) (solely in respect of dividends on Qualified Holdings Preferred  
352 Stock issued pursuant to clause (c) of the definition thereof) or Section 6.08(a)(vii) and any  
353 prepayments of Indebtedness made after the Restatement Date in reliance on Section 6.08(b)(vii)  
354 prior to such date;

355 “Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the  
356 applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

357 “Bail-In Legislation” means, with respect to any EEA Member Country implementing  
358 Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European  
359 Union, the implementing law for such EEA Member Country from time to time which is described in the  
360 EU Bail-In Legislation Schedule.

361

minus

362

(e) the portion of Excess Cash Flow not otherwise required to be used to prepay

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Term Loans pursuant to Section 2.11(d)) that is used after the Restatement Date pursuant to

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Section 6.08(a)(v) or Section 6.08(a)(vii).

365

“Bankruptcy Event” means, with respect to any Person, that such Person has become the

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subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee,

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administrator, custodian, assignee for the benefit of creditors or similar Person charged with the

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reorganization or liquidation of its business appointed for it, or, in the good faith determination of the

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Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of or

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acquiescence in, any such proceeding or appointment; provided that a Bankruptcy Event shall not result

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solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by

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a Governmental Authority; provided, however, that such ownership interest does not result in or provide

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such Person with immunity from the jurisdiction of courts within the United States of America or from

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the enforcement of judgments or writs of attachment on its assets or permit such Person (or such

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Governmental Authority) to reject, repudiate, disavow or disaffirm any agreements made by such Person.

376

“Below Threshold Mortgage” means any Mortgage outstanding immediately prior to the

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Restatement Date in respect of which the fair market value, as of the Restatement Date, of the Mortgaged

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Property subject thereto is individually less than \$10,000,000.

379

“Board” means the Board of Governors of the Federal Reserve System of the United

380

States of America.

381

“Borrowing” means (a) Loans of the same Class and Type, made, converted or continued

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on the same date and (i) in the case of Eurocurrency Loans denominated in dollars, as to which a single

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Interest Period is in effect and (ii) in the case of Foreign Currency Loans, Loans in a single currency and

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as to which a single Interest Period is in effect or (b) a Swingline Loan.

385

“Borrowing Request” means a request by the Parent Borrower, ~~a Subsidiary Term~~

386

~~Borrower~~ or a Foreign Subsidiary Borrower, as the case may be, for a Borrowing in accordance with

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Section 2.03 or 2.04, as applicable, which shall be, in the case of any such written request, in the form of

388

Exhibit B or any other form approved by the Administrative Agent.

389

“Business Day” means any day that is not a Saturday, Sunday or other day on which

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commercial banks in New York City are authorized or required by law to remain closed; provided that (i)

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when used in connection with any Eurocurrency Loan denominated in dollars, the term “Business Day”

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shall also exclude any day on which banks are not open for dealings in dollar deposits in the London

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interbank market and (ii) when used in connection with any Foreign Currency Loan, the term “Business

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Day” shall also exclude (x) any day which is not a day for trading by and between banks in deposits for

395

the applicable currency in the interbank eurocurrency market, (y) with respect to Foreign Currency Loans

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denominated in Euros, any day which is not also a TARGET Day (as determined by the Administrative

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Agent) and (z) with respect to Foreign Currency Loans in a Foreign Currency other than Euros, any day

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which is not also a day on which banks are open for dealings in such currency in the Principal Financial

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Center for the applicable currency.

400

“Calculation Date” means the last Business Day of each calendar quarter (or any other

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day selected by the Administrative Agent); provided that (a) the second Business Day preceding (or such

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other Business Day as the Administrative Agent shall deem applicable with respect to any Foreign

403

Currency in accordance with rate-setting convention for such currency) (i) the date of each Borrowing of

404 Foreign Currency Loans or (ii) any date on which a Foreign Currency Loan is continued shall also be a  
405 "Calculation Date," (b) the date of each Borrowing of any other Loan made hereunder shall also be a  
406 "Calculation Date" and (c) the date of issuance, amendment, renewal or extension of a Letter of Credit, or  
407 any other date determined by the applicable Issuing Bank, shall also be a Calculation Date.

408 ~~"CAM" shall mean the mechanism for the allocation and exchange of interests in the~~  
409 ~~Credit Facilities and collections thereunder established under Article IX.~~

410 ~~"CAM Exchange" shall mean the exchange of the Lenders' interests provided for in~~  
411 ~~Section 9.01.~~

412 ~~"CAM Exchange Date" shall mean the date on which (a) any event referred to in~~  
413 ~~paragraph (h) or (i) of Article VII shall occur in respect of Holdings, the Parent Borrower, any Subsidiary~~  
414 ~~Term Borrower or any Foreign Subsidiary Borrower or (b) an acceleration of the maturity of the Loans~~  
415 ~~pursuant to Article VII shall occur.~~

416 ~~"CAM Percentage" shall mean, as to each Lender, a fraction, expressed as a decimal, of~~  
417 ~~which (a) the numerator shall be the aggregate dollar amount of the sum, without duplication, of (i) the~~  
418 ~~Specified Obligations (including the Dollar Equivalent of any Specified Obligations owing in any~~  
419 ~~currency (other than dollars)) owed to such Lender, (ii) such Lender's participation in undrawn amounts~~  
420 ~~of Letters of Credit immediately prior to the CAM Exchange Date and (iii) such Lender's Foreign~~  
421 ~~Currency Participating Interest and (b) the denominator shall be the aggregate dollar amount of the sum,~~  
422 ~~without duplication, of (i) the Specified Obligations (including the Dollar Equivalent of any Specified~~  
423 ~~Obligations owing in any currency (other than dollars)) owed to all the Lenders and (ii) the aggregate~~  
424 ~~undrawn amount of outstanding Letters of Credit (including the Dollar Equivalent of the undrawn amount~~  
425 ~~of any Letters of Credit denominated in an LC Foreign Currency) immediately prior to such CAM~~  
426 ~~Exchange Date; provided that, for purposes of clause (a) above, the Specified Obligations owed to the~~  
427 ~~Fronting Lender will be deemed not to include any Fronted Foreign Currency Loans.~~

428 ~~"Capital Expenditures" means, for any period, without duplication, (a) the additions to~~  
429 ~~property, plant and equipment and other capital expenditures of Holdings, the Parent Borrower and its~~  
430 ~~consolidated Subsidiaries (including the Receivables Subsidiary) that are (or would be) set forth in a~~  
431 ~~consolidated statement of cash flows of Holdings for such period prepared in accordance with GAAP~~  
432 ~~other than (x) such additions and expenditures classified as Permitted Acquisitions and (y) such additions~~  
433 ~~and expenditures made with Net Proceeds from any casualty or other insured damage or condemnation or~~  
434 ~~similar awards and (b) Capital Financing Lease Obligations incurred by Holdings, the Parent Borrower~~  
435 ~~and its consolidated Subsidiaries (including the Receivables Subsidiary) during such period.~~

436 ~~“Capital Lease Obligations” of any Person means the obligations of such Person to pay~~  
437 ~~rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal~~  
438 ~~property, or a combination thereof, which obligations are required to be classified and accounted for as~~  
439 ~~capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be~~  
440 ~~the capitalized amount thereof determined in accordance with GAAP; provided that any change in GAAP~~  
441 ~~after the Restatement Date that would require lease obligations that would have been characterized and~~  
442 ~~accounted for as operating leases in accordance with GAAP as in effect on the Restatement Date to be~~  
443 ~~characterized and accounted for as Capital Lease Obligations shall be disregarded for purposes hereof.~~

444 ~~“Cequent” means Horizon Global Corporation, a Delaware corporation.~~

445 ~~“Cequent Group” means Cequent and its subsidiaries.~~

446 ~~“Cequent Related Costs” means reasonably identifiable and factually supportable non-~~  
447 ~~recurring costs and expenses relating to the formation of Cequent’s corporate office prior to the~~  
448 ~~Restatement Date.~~

449 ~~“Cequent Spin-off” means a “spin-off” transaction with respect to Cequent such that all~~  
450 ~~of the Equity Interests in Cequent are “spun-off” from the Parent Borrower ratably to the holders of the~~  
451 ~~Equity Interests in Holdings and Cequent ceases to be a Subsidiary of the Parent Borrower and becomes a~~  
452 ~~public company.~~

453 ~~“Cequent Spin-off Agreement” means the Separation and Distribution Agreement, dated~~  
454 ~~as of June 30, 2015, by and between Cequent and Holdings.~~

455 ~~“CFC” means a “controlled foreign corporation” within the meaning of Section 957 of~~  
456 ~~the Code.~~

457 ~~“CFC Holdco” means any Domestic Subsidiary substantially all the assets of which~~  
458 ~~consist of Equity Interests of one or more CFCs.~~

459 ~~“Change in Control” means (a) the acquisition by any Person other than Holdings of any~~  
460 ~~direct Equity Interest in the Parent Borrower, (b) the acquisition of beneficial ownership, directly or~~  
461 ~~indirectly, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the~~  
462 ~~rules of the Commission thereunder), of Equity Interests representing more than 35% of either the~~  
463 ~~aggregate ordinary voting power represented by the issued and outstanding Equity Interests in Holdings,~~  
464 ~~(d) the board of directors of Holdings shall cease to consist of a majority of Continuing Directors or (e)~~  
465 ~~the occurrence of any change in control (or similar event, however denominated) with respect to Holdings~~  
466 ~~or the Parent Borrower under (i) any indenture or other agreement in respect of Material Indebtedness to~~  
467 ~~which Holdings, the Parent Borrower or any Subsidiary is a party, (ii) any instrument governing any~~  
468 ~~preferred stock of Holdings, the Parent Borrower or any Subsidiary having a liquidation value or~~  
469 ~~redemption value in excess of \$10,000,000 or (iii) the Permitted Receivables Financing.~~

470 ~~Notwithstanding the preceding or any provision of Rule 13d-3 of the Exchange Act, a~~  
471 ~~Person or group shall not be deemed to beneficially own voting stock subject to a stock or asset purchase~~  
472 ~~agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or~~  
473 ~~option or similar agreement related thereto) until the consummation of the acquisition of the voting stock~~  
474 ~~in connection with the transactions contemplated by such agreement.~~

475 ~~“Change in Law” means (a) the adoption of any law, rule or regulation after the~~  
476 ~~Restatement Date, (b) any change in any law, rule or regulation or in the interpretation or application~~

477 thereof by any Governmental Authority after the Restatement Date or (c) compliance by any Lender or  
478 the Issuing Bank (or, for purposes of Section 2.15(b), by any lending office of such Lender or by such  
479 Lender's or the Issuing Bank's holding company, if any) with any request, guideline or directive (whether  
480 or not having the force of law) of any Governmental Authority made or issued after the Restatement Date;  
481 provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and  
482 Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in  
483 connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for  
484 International Settlements, the Basel Committee on Banking Supervision (or any successor or similar  
485 authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in  
486 each case be deemed to be a "Change in Law," regardless of the date enacted, adopted, promulgated or  
487 issued.

488 "Class," when used in reference to (a) any Loan or Borrowing, refers to whether such  
489 Loan, or the Loans comprising such Borrowing, are ~~Tranche A Term Loans, Incremental Term Loans of~~  
490 ~~any Series, Revolving Loans or Swingline Loans~~ of a particular tranche of Revolving Commitments, (b)  
491 any Commitment, refers to whether such Commitment is a Commitment in respect of a particular tranche  
492 ~~A Term Commitment, an Incremental Commitment of any Series or a of~~ Revolving  
493 ~~Commitment~~ Commitments and (c) any Lender, refers to whether such Lender has a Loan or Commitment  
494 ~~of~~ under a particular tranche of Revolving Commitments. Each tranche of Extended Revolving  
495 Commitments shall constitute a separate Class.

496 "Closing Date" means the date on which the conditions specified in Section 4.01 were  
497 satisfied, which date was October 16, 2013.

498 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

499 "Collateral" means any and all "Collateral," as defined in any applicable Security  
500 Document.

501 "Collateral Agent" means JPMCB, in its capacity as collateral agent for the Lenders  
502 under the Security Documents.

503 "Collateral and Guarantee Requirement" means the requirement that:

504 (a) the Collateral Agent shall have received from each party thereto (other than the  
505 Collateral Agent) either (i) a counterpart of (A) the Guarantee Agreement, (B) the Indemnity,  
506 Subrogation and Contribution Agreement, (C) the Pledge Agreement and (D) the Security  
507 Agreement in each case duly executed and delivered on behalf of such Loan Party, or (ii) in the  
508 case of any Person that becomes a Subsidiary Loan Party after the Closing Date, a supplement to  
509 each of the Guarantee Agreement, the Indemnity, Subrogation and Contribution Agreement, the  
510 Pledge Agreement and the Security Agreement, in each case in the form specified therein, duly  
511 executed and delivered on behalf of such Subsidiary Loan Party;

512 (b) all outstanding Equity Interests of the Parent Borrower and each Subsidiary  
513 (including the Receivables Subsidiary) owned by or on behalf of any Loan Party shall have been  
514 pledged pursuant to the Pledge Agreement (except that the Loan Parties shall not be required to  
515 pledge more than 65% of the outstanding voting Equity Interests of any Foreign Subsidiary, any  
516 CFC or any CFC Holdco), it being understood that this exception shall not limit the application of  
517 the Foreign Security Collateral and Guarantee Requirement) and the Collateral Agent shall have  
518 received certificates or other instruments representing all such Equity Interests, together with  
519 stock powers or other instruments of transfer with respect thereto endorsed in blank;



520 (c) all Indebtedness of Holdings, the Parent Borrower and each Subsidiary in an  
521 aggregate principal amount that exceeds \$500,000 that is owing to any Loan Party shall be  
522 evidenced by a promissory note and shall have been pledged pursuant to the Pledge Agreement  
523 and the Collateral Agent shall have received all such promissory notes, together with instruments  
524 of transfer with respect thereto endorsed in blank;

525 (d) all documents and instruments, including Uniform Commercial Code financing  
526 statements, required by law or reasonably requested by the Collateral Agent to be filed, registered  
527 or recorded to create the Liens intended to be created by the Security Agreement and the Pledge  
528 Agreement and perfect such Liens to the extent required by, and with the priority required by, the  
529 Security Agreement and the Pledge Agreement, shall have been filed, registered or recorded or  
530 delivered to the Collateral Agent for filing, registration or recording;

531 (e) the Collateral Agent shall have received (i) counterparts of a Mortgage with  
532 respect to any Mortgaged Property duly executed and delivered by the record owner of such  
533 Mortgaged Property, (ii) a policy or policies of title insurance issued by a nationally recognized  
534 title insurance company in an amount and form reasonably acceptable to the Administrative  
535 Agent insuring the Lien of each such Mortgage as a valid first Lien on the Mortgaged Property  
536 described therein, free of any other Liens except as expressly permitted by Section 6.02, together  
537 with such endorsements, coinsurance and reinsurance as the Administrative Agent or the  
538 Required Lenders may reasonably request, but only to the extent such endorsements are (A)  
539 available in the relevant jurisdiction (provided in no event shall the Collateral Agent request a  
540 creditors' rights endorsement) and (B) available at commercially reasonable rates, (iii) ~~if any~~  
541 completed Life of Loan flood hazard determination and, if any improved Mortgaged Property is  
542 located in an area determined by the Federal Emergency Management Agency to have special  
543 flood hazards, a notice about special flood hazard area status duly executed by the Parent Borrower  
544 and the applicable Loan Party and evidence of such flood insurance as may be required under  
545 applicable law, including Regulation H of the Board of the Flood Laws, and (iv) such abstracts, legal  
546 opinions and other documents as the Administrative Agent or the Required Lenders may  
547 reasonably request with respect to any such Mortgage or Mortgaged Property; provided, however,  
548 in no event shall surveys be required to be obtained with respect to any Mortgaged Property; and

549 (f) each Loan Party (other than the Foreign Subsidiary Borrowers) shall have  
550 obtained all consents and approvals required to be obtained by it in connection with the execution  
551 and delivery of all Security Documents to which it is a party, the performance of its obligations  
552 thereunder and the granting by it of the Liens thereunder.

553 "Commission" means the Securities and Exchange Commission or any Governmental  
554 Authority succeeding to any or all of the functions of said Commission.

555 "Commitment" means a ~~Tranche A Term Commitment, an Incremental Term~~  
556 ~~Commitment of any Series, a Revolving Commitment or any combination thereof (as the context~~  
557 ~~requires).~~

558 "Commitment Fee" has the meaning assigned to such term in Section 2.12(a).

559 "Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.),  
560 as amended from time to time, and any successor statute.

561 "Consolidated Cash Interest Expense" means, for any period, the excess of (a) the sum,  
562 without duplication, of (i) the interest expense (including imputed interest expense in respect of

563 Capital Financing Lease Obligations) of Holdings, the Parent Borrower and the Subsidiaries (including the  
564 Receivables Subsidiary) for such period, determined on a consolidated basis in accordance with GAAP,  
565 plus (ii) any interest accrued during such period in respect of Indebtedness of Holdings, the Parent  
566 Borrower or any Subsidiary (including the Receivables Subsidiary) that is required to be capitalized rather  
567 than included in consolidated interest expense for such period in accordance with GAAP, plus (iii) any  
568 cash payments made during such period in respect of obligations referred to in clause (b)(iii) below that  
569 were amortized or accrued in a previous period, plus (iv) interest-equivalent costs associated with any  
570 Permitted Receivables Financing or Specified Vendor Receivables Financing, whether accounted for as  
571 interest expense or loss on the sale of receivables, minus (b) the sum of, without duplication, (i) interest  
572 income of Holdings, the Parent Borrower and the Subsidiaries (including the Receivables Subsidiary) for  
573 such period, determined on a consolidated basis in accordance with GAAP, plus (ii) to the extent included  
574 in such consolidated interest expense for such period, noncash amounts attributable to amortization of  
575 financing costs paid in a previous period, plus (iii) to the extent included in such consolidated interest  
576 expense for such period, noncash amounts attributable to amortization of debt discounts or accrued  
577 interest payable in kind for such period, plus (iv) to the extent included in such consolidated interest  
578 expense for such period, all financing fees incurred in connection with the Transactions, plus (v) annual  
579 agency fees paid to the administrative agents and collateral agents under any permitted credit facility of  
580 Holdings, the Parent Borrower or any Subsidiary, plus (vi) costs associated with obtaining Hedging  
581 Agreements, plus (vii) any expense resulting from the discounting of any Indebtedness in connection with  
582 the application of recapitalization accounting or, if applicable, purchase accounting in connection with  
583 any acquisition, plus (viii) penalties and interest relating to taxes, plus (ix) any expensing of bridge,  
584 commitment and other financing fees and any other fees related to any acquisitions after the Restatement  
585 Date, plus (x) interest expense resulting from push-down accounting, plus (xi) any lease, rental or other  
586 expense in connection with a Non-Financing Lease Obligation.

587 “Consolidated EBITDA” means, for any period, Consolidated Net Income for such  
588 period plus (a) without duplication and to the extent deducted in determining such Consolidated Net  
589 Income (other than with respect to clause (ix) below), the sum of (i) consolidated interest expense for  
590 such period, (ii) consolidated income tax expense for such period (including all single business tax  
591 expenses imposed by state law), (iii) all amounts attributable to depreciation and amortization for such  
592 period, (iv) ~~any extraordinary noncash charges for such period,~~ (v) interest-equivalent costs associated  
593 with any Permitted Receivables Financing or Specified Vendor Receivables Financing for such period,  
594 whether accounted for as interest expense or loss on the sale of receivables, and all Preferred Dividends,  
595 (vi) ~~all extraordinary losses during such period that are either noncash or relate to the retirement of~~  
596 ~~Indebtedness, (vii) noncash expenses during such period resulting from the grant of Equity Interests to~~  
597 ~~management and employees of Holdings, the Parent Borrower or any of the Subsidiaries, (viii) the~~  
598 aggregate amount of deferred financing expenses for such period, (ix) ~~all other noncash expenses or~~  
599 losses of Holdings, the Parent Borrower or any of the Subsidiaries for such period (excluding any such  
600 charge that constitutes an accrual of or a reserve for cash charges for any future period), (x) ~~any~~  
601 ~~nonrecurring fees, expenses or charges realized by Holdings, the Parent Borrower or any of the~~  
602 ~~Subsidiaries for such period related to any offering of Equity Interests or incurrence of Indebtedness,~~  
603 ~~whether or not consummated, (xi) (A) fees, costs and expenses in connection with the Transactions and~~  
604 ~~the Cequent Spin-off and (B) any Cequent Related Costs; provided that the amount added back pursuant~~  
605 ~~to this clause (xi) cannot exceed \$25,000,000 in the aggregate over the term of this Agreement; provided,~~  
606 ~~further, that any such fees, costs, expenses or Cequent Related Costs that are actually paid for by the~~  
607 ~~Cequent Group after giving effect to the Cequent Spin-off (and not by a Loan Party) shall not be~~  
608 ~~permitted to be added back pursuant to this clause (xi), (xii) any nonrecurring costs and expenses arising~~  
609 ~~from the integration of any business acquired pursuant to any Permitted Acquisition consummated after~~  
610 ~~the Restatement Date not to exceed \$15,000,000 in any fiscal year and \$40,000,000 in the aggregate,~~  
611 ~~(xiii) any nonrecurring expenses or similar costs relating to cost savings projects, including restructuring~~

612 and severance expenses, not to exceed \$40,000,000 in the aggregate from and after the Restatement Date;  
613 provided that no more than \$15,000,000 may be counted in any fiscal year commencing on or after  
614 January 1, 2015, (xiv) net losses from discontinued operations, not to exceed in any fiscal year  
615 \$10,000,000, (xvii) losses associated with the prepayment of leases (whether operating leases or capital  
616 leases) outstanding on January 1, 2015~~2017~~ from discontinued operations, and (xvi) losses or charges  
617 associated with asset sales otherwise permitted hereunder not to exceed in the aggregate \$10,000,000,  
618 (viii) any costs or expense incurred pursuant to any management equity plan or stock option plan or any  
619 other management or employee benefit plan or agreement or any stock subscription or shareholder  
620 agreement, to the extent that such cost or expenses are funded with cash proceeds contributed to the  
621 common capital of Holdings or any Loan Party (other than from Holdings or a Subsidiary) or Net  
622 Proceeds of an issuance of Equity Interests of Holdings (other than Disqualified Equity Interests and other  
623 than any issuance to the Parent Borrower or a Subsidiary), in each case, Not Otherwise Applied and (ix)  
624 the amount of "run rate" cost savings, operating expense reductions and cost synergies related to mergers  
625 and other business combinations, acquisitions, divestitures, restructurings, cost savings initiatives and  
626 other similar transactions or initiatives consummated after the Restatement Date that are reasonably  
627 identifiable and factually supportable and projected by the Parent Borrower to result within 12 months  
628 after such merger or other business combination, acquisition, divestiture, restructuring, cost savings  
629 initiative or other transaction or initiative is consummated, net of the amount of actual benefits realized  
630 during such period from such actions, provided that the aggregate amount of any such cost savings,  
631 operating expense reductions and cost synergies added pursuant to this clause (ix) for any period of four  
632 consecutive fiscal quarters of Holdings shall not exceed 20% of Consolidated EBITDA for such period  
633 (calculated prior to giving effect to any add-backs pursuant to this clause (ix)) minus (b) without  
634 duplication and to the extent included in determining such Consolidated Net Income, (i) any extraordinary  
635 gains for such period and (ii) any gains realized from the retirement of Indebtedness after the Restatement  
636 Date, all determined on a consolidated basis in accordance with GAAP and (ii) consolidated income tax  
637 benefits for such period (excluding, for purposes of this clause (ii), any such benefits received in a fiscal  
638 quarter ended prior to the Restatement Date). If the Parent Borrower or any Subsidiary has made any  
639 Permitted Acquisition or Significant Investment or any sale, transfer, lease or other disposition of assets  
640 outside of the ordinary course of business permitted by Section 6.05 during the relevant period for  
641 determining the Leverage Ratio, the Total Net Leverage Ratio or the Senior Secured Net Leverage Ratio  
642 and the Interest Expense Coverage Ratio, Consolidated EBITDA for the relevant period shall be  
643 calculated only for purposes of determining the Leverage Ratio, the Total Net Leverage Ratio, the Senior  
644 Secured Net Leverage Ratio and the Interest Expense Coverage Ratio after giving pro forma effect  
645 thereto, as if such Permitted Acquisition or Significant Investment or sale, transfer, lease or other  
646 disposition of assets (and, in each case, any related incurrence, repayment or assumption of Indebtedness,  
647 with any new Indebtedness being deemed to be amortized over the relevant period in accordance with its  
648 terms, and assuming that any Revolving Loans borrowed in connection with such acquisition are repaid  
649 with excess cash balances when available) had occurred on the first day of the relevant period for  
650 determining Consolidated EBITDA; provided that with respect to any Significant Investment, (x) any pro  
651 forma adjustment made to Consolidated EBITDA shall be in proportion to the percentage ownership of  
652 the Parent Borrower or such Subsidiary, as applicable, in the Subject Person (e.g. if the Parent Borrower  
653 acquires 70% of the Equity Interests of the Subject Person, a pro forma adjustment to Consolidated  
654 EBITDA shall be made with respect to no more than 70% of the EBITDA of the Subject Person) and (y)  
655 pro forma effect shall only be given to such Significant Investment if the Indebtedness of the Subject  
656 Person is included in Total Indebtedness for purposes of calculating the Leverage Ratio, the Total Net  
657 Leverage Ratio and the Senior Secured Net Leverage Ratio and the Subject Person is included as a  
658 Subsidiary in the calculation of Consolidated Cash Interest Expense for purposes of calculating the  
659 Interest Expense Coverage Ratio, in each case in proportion to the percentage ownership of the Parent  
660 Borrower or such Subsidiary, as applicable, in such Subject Person. Any such pro forma calculations  
661 may include operating and other expense reductions and other adjustments for such period resulting from

662 any Permitted Acquisition, or sale, transfer, lease or other disposition of assets that is being given pro  
663 forma effect to the extent that such operating and other expense reductions and other adjustments (a)  
664 would be permitted pursuant to Article XI of Regulation S-X under the Securities Act of 1933  
665 (“Regulation S-X”)-~~or~~, (b) are reasonably consistent with the purpose of Regulation S-X as determined in  
666 good faith by the Parent Borrower in consultation with the Administrative Agent-~~or~~ (c) are otherwise  
667 appropriate, in the reasonable good faith determination of the Parent Borrower as set forth in an officer’s  
668 certificate, to reflect operating and other expense reductions reasonably expected to result from the  
669 applicable event within 12 months of the date the applicable event is consummated and, in each case,  
670 calculated in accordance with and subject to the provisions of clause (a)(ix) of this definition.

671 “Consolidated Net Income” means, for any period, the net income or loss of Holdings,  
672 the Parent Borrower and the Subsidiaries (including the Receivables Subsidiary) for such period,  
673 determined on a consolidated basis in accordance with GAAP; provided that there shall be excluded;

674 (a) the income of any Person (other than the Parent Borrower or a Significant  
675 Investment) in which any other Person (other than the Parent Borrower or any Subsidiary or any director  
676 holding qualifying shares in compliance with applicable law) owns an Equity Interest, except to the extent  
677 of the amount of dividends or other distributions actually paid to the Parent Borrower or any of the  
678 Subsidiaries during such period;

679 (b) the income or loss of any Person accrued prior to the date it becomes a  
680 Subsidiary or is merged into or consolidated with the Parent Borrower or any Subsidiary or the date that  
681 such Person’s assets are acquired by the Parent Borrower or any Subsidiary ~~and~~;

682 (c) the cumulative effect of a change in accounting principles during such period to  
683 the extent included in Consolidated Net Income;

684 (d) any net after-tax extraordinary, nonrecurring or unusual gains or losses (less all  
685 fees and expenses relating thereto);

686 (e) (i) any severance expenses, relocation expenses, restructuring expenses,  
687 curtailments or modifications to pension and post-retirement employee benefit plans, excess pension  
688 charges, any expenses related to any reconstruction, decommissioning, recommissioning or  
689 reconfiguration of fixed assets for alternate uses and fees, expenses or charges relating to facilities closing  
690 costs, acquisition integration costs, facilities opening costs, project start-up costs, business optimization  
691 costs, signing, retention or completion bonuses, expenses or charges related to any issuance of Equity  
692 Interests, investment, acquisition, disposition, recapitalization or issuance, repayment, refinancing,  
693 amendment or modification of Indebtedness (in each case, whether or not successful), (ii) any net after-  
694 tax income or loss from disposed, abandoned, transferred, closed or discontinued operations or fixed  
695 assets and any net after-tax gains or losses on disposal of disposed, abandoned, transferred, closed or  
696 discontinued operations or fixed assets, (iii) any net after-tax gains or losses (less all fees and expenses or  
697 charges relating thereto) attributable to business dispositions or asset dispositions other than in the  
698 ordinary course of business (as determined in good faith by the Parent Borrower) and (iv) costs or  
699 expenses realized in connection with or resulting from stock appreciation or similar rights, stock options  
700 or other rights existing on the Restatement Date of officers, directors and employees, in each case of such  
701 Person or any Subsidiary; provided that the aggregate amount of any charges, expenses, losses or costs  
702 excluded pursuant to this clause (e) for any period of four consecutive fiscal quarters of Holdings (or,  
703 with respect to any calculation of clause (a)(i) of the Available Amount, (w) for the first fiscal quarter  
704 ended after the Closing Date, for such fiscal quarter, (x) for the second fiscal quarter ended after the  
705 Closing Date, for the period of two fiscal quarters then ended, (y) for the third fiscal quarter ended after

706 the Closing Date, for the period of three fiscal quarters then ended and (z) for the fourth fiscal quarter  
707 ended after the Closing Date and thereafter, for the period of four consecutive fiscal quarters of Holdings  
708 most recently ended) shall not exceed 20% of Consolidated EBITDA for such period (calculated prior to  
709 giving effect to exclusions pursuant to this clause (e));

710 (f) any fees, expenses, or charges related to the Transactions (including any  
711 transaction expenses incurred before, on or after the Restatement Date);

712 (g) effects of purchase accounting adjustments (including the effects of such  
713 adjustments pushed down to such Person and such Subsidiaries and including, without limitation, the  
714 effects of adjustments to (A) Financing Lease Obligations or (B) any other deferrals of income) in  
715 amounts required or permitted by GAAP, resulting from the application of purchase accounting or the  
716 amortization or write-off of any amounts thereof, net of taxes;

717 (h) any net after-tax gains or losses (less all fees and expenses or charges relating  
718 thereto) attributable to the early extinguishment of Indebtedness, Hedging Agreements or other derivative  
719 instruments;

720 (i) any impairment charges or asset write-offs, in each case pursuant to GAAP, and  
721 the amortization of intangibles and other fair value adjustments arising pursuant to GAAP;

722 (j) any non-cash expense realized or resulting from stock option plans, employee  
723 benefit plans or post-employment benefit plans, or grants or sales of stock, stock appreciation or similar  
724 rights, stock options, restricted stock, preferred stock or other rights;

725 (k) any non-cash compensation charges;

726 (l) accruals and reserves that are established or adjusted within 12 months after the  
727 Restatement Date and that are so required to be established or adjusted in accordance with GAAP or as a  
728 result of adoption or modification of accounting policies;

729 (m) non-cash gains, losses, income and expenses resulting from fair value accounting  
730 required by the applicable standard under GAAP and related interpretations;

731 (n) any currency translation gains and losses related to currency remeasurements of  
732 Indebtedness, and any net loss or gain resulting from hedging transactions for currency exchange risk;

733 (o) to the extent covered by insurance and actually reimbursed, or, so long as such  
734 Person has made a determination that there exists reasonable evidence that such amount will in fact be  
735 reimbursed by the insurer and only to the extent that such amount is (i) not denied by the applicable  
736 carrier in writing within 180 days and (ii) in fact reimbursed within 365 days of the date of such evidence  
737 (with a deduction for any amount so added back to the extent not so reimbursed within 365 days),  
738 expenses with respect to liability or casualty events or business interruption; and

739 (p) non-cash charges for deferred tax asset valuation allowances;

740 provided further that there shall be included amounts actually received from insurance in respect of lost  
741 revenues or earnings in respect of liability or casualty events or business interruption, and reimbursements  
742 of any expenses and charges pursuant to indemnification or other reimbursement provisions in connection  
743 with any investment permitted under this Agreement or any sale, conveyance, transfer or other disposition  
744 of assets permitted under this Agreement.

745 “Consolidated Total Assets” means, at any date of determination with respect to any  
746 Person, the total assets of such Person, determined on a consolidated basis in accordance with GAAP, as  
747 shown on the most recent balance sheet of such Person.

748 “Continuing Directors” means the directors of Holdings on the Restatement Date, and  
749 each other director, if, in each case, such other director’s nomination for election to the board of directors  
750 of Holdings is ~~recommended~~approved by at least ~~66-2/3%~~a majority of the then Continuing Directors.

751 “Control” means the possession, directly or indirectly, of the power to direct or cause the  
752 direction of the management or policies of a Person, whether through the ability to exercise voting power,  
753 by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

754 “Covenant Holiday Acquisition” means a Permitted Acquisition for which (i) the cash  
755 consideration in respect of such acquisition is \$50,000,000 or more and (ii) the Parent Borrower delivers  
756 to the Administrative Agent an officers’ certificate designating such Permitted Acquisition as a  
757 “Covenant Holiday Acquisition”; provided that in no event shall there be more than two Covenant  
758 Holiday Acquisitions.

759 “Covenant Holiday Period” means the period of four consecutive fiscal quarters  
760 commencing on the first day of the fiscal quarter in which the consummation of a Covenant Holiday  
761 Acquisition occurs; provided that, if applicable, the two Covenant Holiday Periods shall be separated by a  
762 period of at least two full fiscal quarters during which no Covenant Holiday Period is in effect.

763 ~~“Credit Facility” means a category of Commitments and extensions of credit thereunder.~~

764 “CTA” means the UK Corporation Tax Act 2009.

765 ~~“Cumulative Retained Excess Cash Flow Amount” means, at any date of determination,~~  
766 ~~an amount equal to the aggregate cumulative sum of the Retained Percentage of Excess Cash Flow for the~~  
767 ~~Excess Cash Flow Periods ended on or prior to such date.~~

768 “Debt Repayment Period” has the meaning assigned to such term in Section 6.08(b)(viii).

769 “Default” means any event or condition which constitutes an Event of Default or which  
770 upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

771 “Defaulting Lender” means any Revolving Lender that (a) has failed, within two  
772 Business Days of the date required to be funded or paid, (i) to fund any portion of its Loans, (ii) to fund  
773 any portion of its participations in Letters of Credit, Swingline Loans or Fronted Foreign Currency Loans  
774 or (iii) to pay to the Administrative Agent, Foreign Currency Agent, the Issuing Bank, the Swingline  
775 Lenders, the Fronting Lender any other Lender or any Loan Party any other amount required to be paid by  
776 it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in  
777 writing that such failure is the result of such Lender’s good faith determination that a condition precedent  
778 to funding (specifically identified in such writing, including, if applicable, by reference to a specific  
779 Default) has not been satisfied, (b) has notified the Administrative Agent, the Foreign Currency Agent,  
780 the Issuing Bank, the Swingline Lenders, the Fronting Lender, any other Lender, Holdings, the Parent  
781 Borrower or any Loan Party in writing, or has made a public statement, to the effect that it does not intend  
782 or expect to comply with any of its funding obligations under this Agreement (unless such writing or  
783 public statement indicates that such position is based on such Lender’s good-faith determination that a  
784 condition precedent (specifically identified in such writing, including, if applicable, by reference to a  
785 specific Default) to funding a Loan cannot be satisfied) or generally under other agreements in which it

786 commits to extend credit, (c) has failed, within three Business Days after request by the Administrative  
787 Agent, the Foreign Currency Agent or any Loan Party made in good faith to provide a certification in  
788 writing from an authorized officer of such Lender that it will comply with its obligations (and is  
789 financially able to meet such obligations) to fund prospective Loans and participations in then outstanding  
790 Letters of Credit, Swingline Loans and Fronted Foreign Currency Loans; provided that such Lender shall  
791 cease to be a Defaulting Lender pursuant to this clause (c) upon such Person's receipt of such certification  
792 in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of a  
793 Bankruptcy Event or a Bail-In Action.

794 "Designated Asset Sale" means a sale, transfer or other disposition (including pursuant to  
795 a sale and leaseback transaction) of any property or asset of Holdings, the Parent Borrower or any  
796 Subsidiary that is designated (within three Business Days of consummation of such sale, transfer or other  
797 disposition) by the Parent Borrower, by written notice to the Administrative Agent, as the "Designated  
798 Asset Sale"; provided that (a) at the time of designation of the Designated Asset Sale and after giving pro  
799 forma effect to such asset sale, transfer or other disposition, (i) no Default or Event of Default shall have  
800 occurred and be continuing and (ii) the Borrower shall be in compliance with the Leverage Ratio set forth  
801 in Section 6.13, and (b) there shall not be more than one Designated Asset Sale.

802 "Designated Non-Cash Consideration" means the fair market value (as determined in  
803 good faith by the Parent Borrower) of non-cash consideration received by the Parent Borrower or a  
804 Subsidiary in connection with any sale, transfer, lease or other disposition of assets permitted by this  
805 Agreement that is so designated as Designated Non-Cash Consideration pursuant to an officer's  
806 certificate of the Parent Borrower, setting forth such valuation, less the amount of cash or Permitted  
807 Investments received in connection with a subsequent sale of such Designated Non-cash Consideration  
808 within 180 days of receipt thereof.

809 "Direction" has the meaning assigned to such term in Section 2.17(k)(ii)(A).

810 "Disclosed Matters" means the actions, suits and proceedings and the environmental  
811 matters disclosed in Schedule 3.06.

812 "Dollar Equivalent" means, with respect to an amount denominated in any currency other  
813 than dollars, the equivalent in dollars of such amount determined at the Exchange Rate on the most recent  
814 Calculation Date and, with respect to any amount denominated in dollars, such amount.

815 "Disqualified Equity Interest": with respect to any Person, any Equity Interest of such  
816 Person that by its terms (or by the terms of any security into which it is convertible or for which it is  
817 exchangeable, either mandatorily or at the option of the holder thereof), or upon the happening of any  
818 event or condition:

819 (a) matures or is mandatorily redeemable (other than solely for Equity Interests of such  
820 Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such  
821 Equity Interest) whether pursuant to a sinking fund obligation or otherwise;

822 (b) is convertible or exchangeable, either mandatorily or at the option of the holder  
823 thereof, for Indebtedness or Equity Interests (other than solely for Equity Interests of such Person that do  
824 not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interest);  
825 or

826 (c) is redeemable (other than solely for Equity Interests of such Person that do not  
827 constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interest) or is

828 required to be repurchased by Holdings, the Parent Borrower or any Subsidiary, in whole or in part, at the  
829 option of the holder thereof;

830 in each case, on or prior to the date that is 91 days after the latest Maturity Date in effect  
831 at the time of issuance of such Equity Interest; provided, however, that (i) Equity Interests of any Person  
832 that would not constitute Disqualified Equity Interests but for terms thereof giving holders thereof the  
833 right to require such Person to redeem or purchase such Equity Interests upon the occurrence of an “asset  
834 sale” or a “change of control” (or similar event, however denominated) shall not constitute Disqualified  
835 Equity Interests if any such requirement becomes operative only after repayment in full of all the Loans  
836 and all other Obligations that are accrued and payable and (ii) Equity Interests of any Person that are  
837 issued to any employee or to any plan for the benefit of employees or by any such plan to such employees  
838 shall not constitute Disqualified Equity Interests solely because they may be required to be repurchased  
839 by such Person or any of its subsidiaries in order to satisfy applicable statutory or regulatory obligations  
840 or as a result of such employee’s termination, death or disability.

841 “Documentation Agents” means the Co-Documentation Agents identified on the cover  
842 page of this Agreement.

843 “Dollar Equivalent” of any amount means, at the time of determination thereof, (a) if  
844 such amount is expressed in a Foreign Currency, the equivalent of such amount in dollars determined by  
845 using the rate of exchange for the purchase of the dollars with the Foreign Currency in the London foreign  
846 exchange market at or about 11:00 a.m. London time (or New York time, as applicable) on a particular  
847 day as displayed by ICE Data Services as the “ask price”, or as displayed on such other information  
848 service which publishes that rate of exchange from time to time in place of ICE Data Services (or if such  
849 service ceases to be available, the equivalent of such amount in dollars as determined by the  
850 Administrative Agent using any method of determination it deems appropriate in its sole discretion) and  
851 (b) if such amount is denominated in any other currency (other than dollars or a Foreign Currency), the  
852 equivalent of such amount in dollars as determined by the Administrative Agent using any method of  
853 determination it deems appropriate in its sole discretion.

854 “dollars” or “\$” refers to lawful money of the United States of America.

855 “Domestic Loan Party” means any Loan Party, other than a Loan Party that is a Foreign  
856 Subsidiary.

857 “Domestic Subsidiary” means any Subsidiary, other than the Foreign Subsidiaries.

858 “ECF Percentage” means 50%; provided, that, with respect to any fiscal year of the  
859 Parent Borrower commencing with the fiscal year ending December 31, 2016, the ECF Percentage shall  
860 be reduced to 0% if the Leverage Ratio as of the last day of such fiscal year is no greater than 3.00 to  
861 1.00.

862 “EEA Financial Institution” means (a) any institution established in any EEA Member  
863 Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in  
864 an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or  
865 (c) any institution established in an EEA Member Country which is a subsidiary of an institution  
866 described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

867 “EEA Member Country” means any of the member states of the European Union,  
868 Iceland, Liechtenstein, and Norway.



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

872 “Environmental Laws” means all laws, rules, regulations, codes, ordinances, orders,  
873 decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any  
874 Governmental Authority, relating in any way to the environment, preservation or reclamation of natural  
875 resources, the management, Release or threatened Release of any Hazardous Material or to health and  
876 safety matters.

877 “Environmental Liability” means any liabilities, obligations, damages, losses, claims,  
878 actions, suits, judgments, or orders, contingent or otherwise (including any liability for damages, costs of  
879 environmental remediation, costs of administrative oversight, fines, natural resource damages, penalties  
880 or indemnities), directly or indirectly resulting from or relating to (a) compliance or non-compliance with  
881 any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of  
882 any Hazardous Materials, (c) any actual or alleged exposure to any Hazardous Materials, (d) the Release  
883 or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual  
884 arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

885 “Equity Interests” means shares of capital stock, partnership interests, membership  
886 interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in  
887 a Person or any warrants, options or other rights to acquire such interests.

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

890 “ERISA Affiliate” means any trade or business (whether or not incorporated) that,  
891 together with the Parent Borrower, is treated as a single employer under Section 414(b) or (c) of the Code  
892 or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single  
893 employer under Section 414(b), (c), (m) or (o) of the Code.

894 “ERISA Event” means (a) any “reportable event,” as defined in Section 4043 of ERISA  
895 or the regulations issued thereunder with respect to a Plan (other than an event for which the 30 day  
896 notice period is waived); (b) a failure by any Plan to satisfy the minimum funding standards (as defined  
897 in Section 412 of the Code or Section 302 of ERISA) applicable to such Plan in each instance, whether or  
898 not waived; (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an  
899 application for a waiver of the minimum funding standard with respect to any Plan; (d) a determination  
900 that any Plan is, or is expected to be, in “at risk” status (as defined in Section 430(i)(4) of the Code or  
901 Section 303(i)(4) of ERISA); (e) the incurrence by the Parent Borrower or any of its ERISA Affiliates of  
902 any liability under Title IV of ERISA with respect to the termination of any Plan; (f) the receipt by the  
903 Parent Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to  
904 an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (g) the  
905 incurrence by the Parent Borrower or any of its ERISA Affiliates of any liability with respect to the  
906 withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (h) the receipt by the Parent  
907 Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Parent  
908 Borrower or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a  
909 determination that a Multiemployer Plan is, or is expected to be, insolvent, within the meaning of Title IV  
910 of ERISA or in “endangered” or “critical” status (within the meaning of Section 432 of the Code or  
911 Section 305 of ERISA).

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

914 “EURIBOR Screen Rate” has the meaning assigned to such term in the definition of  
915 “LIBO Rate”.

916 “Euro” means the single currency of participating member states of the European Union.

917 “Eurocurrency,” when used in reference to any Loan or Borrowing, refers to whether  
918 such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by  
919 reference to the Adjusted LIBO Rate.

920 “Event of Default” has the meaning assigned to such term in Article VII.

921 “Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules  
922 and regulations of the Commission promulgated thereunder.

923 “Excess Cash Flow” means, for any fiscal year, the sum (without duplication) of:

924 (a) Consolidated Net Income for such fiscal year, adjusted to exclude any gains or  
925 losses attributable to Prepayment Events; plus

926 (b) the excess, if any, of the Net Proceeds received during such fiscal year by  
927 Holdings, the Parent Borrower and its consolidated Subsidiaries (including the Receivables  
928 Subsidiary) in respect of any Prepayment Events over (x) amounts permitted to be reinvested  
929 pursuant to Section 2.11(c) and (y) the aggregate principal amount of Term Loans prepaid  
930 pursuant to Section 2.11(c) in respect of such Net Proceeds; plus

931 (c) depreciation, amortization and other noncash charges or losses deducted in  
932 determining such consolidated net income (or loss) for such fiscal year; plus

933 (d) the sum of (i) the amount, if any, by which Net Working Capital (adjusted to  
934 exclude changes arising from Permitted Acquisitions and Significant Investments) decreased  
935 during such fiscal year plus (ii) the net amount, if any, by which the consolidated deferred  
936 revenues and other consolidated accrued long-term liability accounts of Holdings, the Parent  
937 Borrower and its consolidated Subsidiaries (including the Receivables Subsidiary) (adjusted to  
938 exclude changes arising from Permitted Acquisitions) increased during such fiscal year plus (iii)  
939 the net amount, if any, by which the consolidated accrued long-term asset accounts of Holdings,  
940 the Parent Borrower and its consolidated Subsidiaries (including the Receivables Subsidiary)  
941 (adjusted to exclude changes arising from Permitted Acquisitions) decreased during such fiscal  
942 year; minus

943 (e) the sum of (i) any noncash gains included in determining such consolidated net  
944 income (or loss) for such fiscal year plus (ii) the amount, if any, by which Net Working Capital  
945 (adjusted to exclude changes arising from Permitted Acquisitions) increased during such fiscal  
946 year plus (iii) the net amount, if any, by which the consolidated deferred revenues and other  
947 consolidated accrued long-term liability accounts of Holdings, the Parent Borrower and its  
948 consolidated Subsidiaries (including the Receivables Subsidiary) (adjusted to exclude changes  
949 arising from Permitted Acquisitions) decreased during such fiscal year plus (iv) the net amount, if  
950 any, by which the consolidated accrued long-term asset accounts of Holdings, the Parent  
951 Borrower and its consolidated Subsidiaries (including the Receivables Subsidiary) (adjusted to

952 exclude changes arising from Permitted Acquisitions) increased during such fiscal year; minus

953 (f) the sum of (i) Capital Expenditures for such fiscal year and Capital Expenditures  
954 to be made within 90 days following the end of such fiscal year pursuant to binding agreements  
955 entered into by Holdings, the Parent Borrower or any of its consolidated Subsidiaries (including  
956 the Receivables Subsidiary) prior to the end of such fiscal year; provided that to the extent any  
957 such Capital Expenditure is not made (or if the amount of any such Capital Expenditures less than  
958 the amount deducted with respect hereto) within 90 days after such fiscal year, the amount (or  
959 such portion of the amount) thereof shall be added back to Excess Cash Flow for the subsequent  
960 period (except to the extent attributable to the incurrence of Capital Lease Obligations or  
961 otherwise financed by incurring Long Term Indebtedness) plus (ii) cash consideration paid  
962 during such fiscal year to make acquisitions or other capital investments (except to the extent  
963 financed by incurring Long Term Indebtedness or through the use of the Available Amount);  
964 minus

965 (g) the aggregate principal amount of Long Term Indebtedness repaid or prepaid by  
966 Holdings, the Parent Borrower and its consolidated Subsidiaries (including the Receivables  
967 Subsidiary) during such fiscal year, excluding (i) Indebtedness in respect of Revolving Loans  
968 (except to the extent the Revolving Commitments are permanently reduced in the amount of and  
969 at the time of any such payment) and Letters of Credit, (ii) Term Loans prepaid pursuant to  
970 Section 2.11(c) or (d) and (iii) repayments or prepayments of Long Term Indebtedness financed  
971 by incurring other Long Term Indebtedness or through the use of the Available Amount; minus

972 (h) the noncash impact of currency translations and other adjustments to the equity  
973 account, including adjustments to the carrying value of marketable securities and to pension  
974 liabilities, in each case to the extent such items would otherwise constitute Excess Cash Flow.

975 “Excess Cash Flow Period” means each fiscal year of the Parent Borrower, commencing  
976 with the fiscal year ending December 31, 2016.

977 “Exchange Rate” means, with respect to any currency (other than dollars) on any date,  
978 the rate at which such currency may be exchanged into dollars, as set forth on such date on the relevant  
979 Reuters currency page at or about 11:00 A.M., London time, on such date. In the event that such rate  
980 does not appear on any Reuters currency page, the “Exchange Rate” with respect to such currency shall  
981 be determined by reference to such other publicly available service for displaying exchange rates as may  
982 be agreed upon by the Administrative Agent and the Applicable Borrower or, in the absence of such  
983 agreement, such “Exchange Rate” shall instead be the Administrative Agent’s spot rate of exchange in the  
984 interbank market where its foreign currency exchange operations in respect of such currency are then  
985 being conducted, at or about 10:00 A.M., Local Time, on such date for the purchase of dollars with such  
986 currency, for delivery two Business Days later (or such other Business Day as the Administrative Agent  
987 shall deem applicable with respect to any currency); provided, that if at the time of any such  
988 determination, no such spot rate can reasonably be quoted, the Administrative Agent may use any  
989 reasonable method as it deems applicable to determine such rate, and such determination shall be  
990 conclusive absent manifest error.

991 “Excluded Swap Obligation” means with respect to any Loan Party, any Swap Obligation  
992 if, and to the extent that, and only for so long as, all or a portion of the guarantee of such Loan Party of, or  
993 the grant by such Loan Party of a security interest to secure, as applicable, such Swap Obligation (or any  
994 guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or  
995 order of the Commodity Futures Trading Commission (or the application or official interpretation of any

996 thereof) by virtue of such Loan Party's failure to constitute an "eligible contract participant," as defined in  
997 the Commodity Exchange Act and the regulations thereunder, at the time the guarantee of (or grant of  
998 such security interest by, as applicable) such Loan Party becomes or would become effective with respect  
999 to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one  
1000 Swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to Swaps  
1001 for which such guarantee or security interest is or becomes illegal.

1002 "Excluded Taxes" means, with respect to the Administrative Agent, any Lender, the  
1003 Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of any  
1004 Applicable Borrower hereunder or under any other Loan Document, (a) income or franchise taxes  
1005 imposed on (or measured by) its net or overall gross income (or net worth or similar Taxes imposed in  
1006 lieu thereof) by the United States of America, or by any other jurisdiction as a result of such recipient  
1007 being organized in or having its principal office in or applicable lending office in such jurisdiction, or as a  
1008 result of any other present or former connection (other than a connection arising solely from this  
1009 Agreement or any other Loan Document ) between such recipient and such jurisdiction, (b) any branch  
1010 profits Taxes imposed by the United States of America or any similar Tax imposed by any other  
1011 jurisdiction described in clause (a) above and (c) in the case of a Non-U.S. Lender (other than an assignee  
1012 pursuant to a request by the Parent Borrower under Section 2.19(b)), any United States withholding Taxes  
1013 resulting from any law in effect (x) at the time such Non-U.S. Lender becomes a party to this Agreement  
1014 or, with respect to any additional position in any Loan acquired after such Non-U.S. Lender becomes a  
1015 party hereto, at the time such additional position is acquired by such Non-U.S. Lender or (y) at the time  
1016 such Non-U.S. Lender designates a new lending office, except to the extent that such Non-U.S. Lender  
1017 (or its assignor, if any) was entitled, immediately prior to designation of a new lending office (or  
1018 assignment), to receive additional amounts from an Applicable Borrower with respect to such United  
1019 States withholding Tax pursuant to Section 2.17(a), (d) any United States withholding Tax imposed  
1020 pursuant to FATCA, and (e) any withholding Tax that is attributable to a recipient's failure to comply  
1021 with Section 2.17(f) ~~and (f) any Taxes resulting from a reallocation of obligations by operation of the~~  
1022 ~~CAM.~~

1023 "Existing Credit Agreement" means the Credit Agreement dated as of October 16, 2013  
1024 ~~(and as amended by the Incremental Facility Agreement and Amendment dated as of October 17,~~  
1025 ~~2014 prior to the Restatement Date),~~ among TriMas Company LLC, TriMas Corporation, the other loan  
1026 parties party thereto, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and  
1027 collateral agent, and the other agents party thereto.

1028 "Existing Letters of Credit" means the letters of credit issued under the Existing Credit  
1029 Agreement and outstanding as of the Restatement Date, which are listed on Schedule 1.01(a).

1030 "Existing Revolving Commitments" means "Revolving Commitments" outstanding  
1031 under the Existing Credit Agreement immediately prior to the Restatement Date.

1032 "Existing Revolving Lender" means a "Revolving Lender" under the Existing Credit  
1033 Agreement immediately prior to the Restatement Date.

1034 "Existing Revolving Loans" means "Revolving Loans" outstanding under the Existing  
1035 Credit Agreement immediately prior to the Restatement Date.

1036 "Existing Term Loans" means "Term Loans" outstanding under the Existing Credit  
1037 Agreement immediately prior to the Restatement Date.

1038 “Extended Revolving Commitment” has the meaning assigned to such term in Section  
1039 2.23(a).

1040 “Extended Term Loans” has the meaning assigned to such term in Section 2.23(a).

1041 “Extension” has the meaning assigned to such term in Section 2.23(a).

1042 “Extension Offer” has the meaning assigned to such term in Section 2.23(a).

1043 “FATCA” means (i) Sections 1471 through 1474 of the Code, as of the Restatement Date  
1044 or any amended or successor provision that is substantively comparable and not materially more onerous  
1045 to comply with, and, in each case, any regulations or official interpretations thereof, ~~and~~ (ii) any  
1046 agreements entered into pursuant to Section 1471(b)(1) of the Code as of the date this Agreement or any  
1047 amended or successor provision as described in clause (i) above; and (iii) any intergovernmental  
1048 agreement, treaty or convention among Governmental Authorities (and any related legislation, rules or  
1049 official administrative practice) in each case implementing of the aforementioned sections of the Code.

1050 “Federal Funds Effective Rate” means, for any day, the ~~weighted average (rounded~~  
1051 ~~upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight rate calculated by the NYFRB~~  
1052 ~~based on such day’s federal funds transactions with members of the Federal Reserve System arranged by~~  
1053 ~~Federal funds brokers, as by depository institutions, as determined in such manner as the NYFRB shall set~~  
1054 ~~forth on its public website from time to time, and published on the next succeeding Business Day by the~~  
1055 ~~Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day,~~  
1056 ~~the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for~~  
1057 ~~such transactions received by the Administrative Agent from three Federal funds brokers of recognized~~  
1058 ~~standing selected by it NYFRB as the federal funds effective rate; provided that if the Federal Funds~~  
1059 ~~Effective Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this~~  
1060 ~~Agreement.-~~

1061 “Financial Officer” means the chief financial officer, principal accounting officer,  
1062 treasurer or controller of Holdings or the Parent Borrower, as applicable.

1063 “Foreign Currency” means Pounds Sterling, the Euro, Australian Dollars and any  
1064 additional currencies determined after the Restatement Date by mutual agreement of the Parent Borrower  
1065 or any Foreign Subsidiary Borrower, as the case may be, the applicable Foreign Currency Lenders and the  
1066 Administrative Agent; ~~provided each such currency is a lawful currency that is readily available, freely~~  
1067 ~~transferable and not restricted, able to be converted into dollars and available in the London interbank~~  
1068 ~~deposit market.~~

1069 “Financing Lease Obligations” of any Person means the obligations of such Person to pay  
1070 rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal  
1071 property, or a combination thereof, which obligations are required to be classified and accounted for as  
1072 capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be  
1073 the capitalized amount thereof determined in accordance with GAAP; provided that any change in GAAP  
1074 after the Restatement Date that would require lease obligations that would have been characterized and  
1075 accounted for as operating leases in accordance with GAAP as in effect on the Restatement Date to be  
1076 characterized and accounted for as Financing Lease Obligations shall be disregarded for purposes hereof.

1077 “Flood Laws” means, collectively, (i) the National Flood Insurance Reform Act of 1994  
1078 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster  
1079 Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (ii) the Flood

1080 Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (iii) the  
1081 Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute  
1082 thereto.

1083 “Foreign Currency” means Pounds Sterling and the Euro.

1084 “Foreign Currency Agent” means J.P. Morgan Europe Limited, as foreign currency agent  
1085 with respect to the Foreign Currency Loans, together with any of its successors.

1086 “Foreign Currency Lenders” means the Fronting Lender and, with respect to any Foreign  
1087 Currency, each other Lender as may be designated in writing by the Parent Borrower as a Foreign  
1088 Currency Lender with respect to such Foreign Currency which agrees in writing to act as such in  
1089 accordance with the terms hereof and are reasonably acceptable to the Administrative Agent (which  
1090 Foreign Currency Lenders, as of the Restatement Date, are listed on Schedule 1.01(c)), or any of their  
1091 respective affiliates, in each case in their capacities as the lenders of Foreign Currency Loans pursuant to  
1092 Section 2.01(a).

1093 “Foreign Currency Loan Participants” means, with respect to each Foreign Currency  
1094 Loan, the collective reference to all Revolving Lenders other than the Foreign Currency Lenders with  
1095 respect to such Foreign Currency Loan.

1096 “Foreign Currency Loans” means Revolving Loans denominated in any Foreign  
1097 Currency.

1098 “Foreign Currency Participation Fee” has the meaning assigned to such term in Section  
1099 2.12(e).

1100 “Foreign Currency Participating Interest” has the meaning assigned to such term in  
1101 Section 2.24(a).

1102 “Foreign Currency Revolving Exposure” means, with respect to any Revolving Lender at  
1103 any time, the sum of (a) the LC Exposure of such Lender in respect of Letters of Credit denominated in  
1104 LC Foreign Currencies and (b) such Lender’s Applicable Percentage of the Dollar Equivalent of the  
1105 aggregate principal amount of Foreign Currency Loans outstanding at such time.

1106 “Foreign Currency Sublimit” means ~~\$75,000,000~~ 125,000,000.

1107 “Foreign Obligations” means any Obligations owing by any Foreign Subsidiary  
1108 Borrower.

1109 “Foreign Security Collateral and Guarantee Requirement” means the requirement that:

1110 (a) the Collateral Agent shall have received from the applicable Foreign Subsidiary  
1111 Borrower and its subsidiaries a counterpart of each Foreign Security Document relating to the  
1112 assets (including the Equity Interests of its subsidiaries) of such Foreign Subsidiary Borrower,  
1113 excluding assets as to which the Collateral Agent shall determine in its reasonable discretion,  
1114 after consultation with the Parent Borrower, that the costs and burdens of obtaining a security  
1115 interest are excessive in relation to the value of the security afforded thereby;

1116 (b) all documents and instruments (including legal opinions) required by law or  
1117 reasonably requested by the Collateral Agent to be filed, registered or recorded to create the Liens

1118 intended to be created over the assets specified in clause (a) above and perfect such Liens to the  
1119 extent required by, and with priority required by, such Foreign Security Documents, shall have  
1120 been filed, registered or recorded or delivered to the Collateral Agent for filing, registration or  
1121 recording;

1122 (c) such Foreign Subsidiary Borrower and its subsidiaries shall become a guarantor  
1123 of the obligations under the Loan Documents of other Foreign Subsidiary Borrowers, if any,  
1124 under a guarantee agreement reasonably acceptable to the Collateral Agent, in either case duly  
1125 executed and delivered on behalf of such Foreign Subsidiary Borrower and such subsidiaries,  
1126 except that such guarantee shall not be required if the Collateral Agent shall determine in its  
1127 reasonable discretion, after consultation with the Parent Borrower, that the benefits of such a  
1128 guarantee are limited and such limited benefits are not justified in relation to the burdens imposed  
1129 by such guarantee on the Parent Borrower and its Subsidiaries; and

1130 (d) such Foreign Subsidiary Borrower shall have obtained all consents and approvals  
1131 required to be obtained by it in connection with the execution and delivery of such Foreign  
1132 Security Documents, the performance of its obligations thereunder and the granting by it of the  
1133 Liens thereunder.

1134 “Foreign Security Documents” means any agreement or instrument entered into by any  
1135 Foreign Subsidiary Borrower that is reasonably requested by the Collateral Agent providing for a Lien  
1136 over the assets (including shares of other Subsidiaries) of such Foreign Subsidiary Borrower.

1137 “Foreign Subsidiary” means any Subsidiary that is organized under the laws of a  
1138 jurisdiction other than the United States of America or any State thereof or the District of Columbia.

1139 “Foreign Subsidiary Borrowers” means any wholly owned Foreign Subsidiary of the  
1140 Parent Borrower organized under the laws of ~~Australia~~, England and Wales, any member nation of the  
1141 European Union or any other nation in Europe reasonably acceptable to the Collateral Agent that becomes  
1142 a party to this Agreement in accordance with the requirements set forth in Section 2.20 (it being  
1143 understood that as of the Restatement Date, each of Rieke-Lamons Nederland Holdings B.V. and TriMas  
1144 Corporation Limited is a Foreign Subsidiary Borrower).

1145 “Foreign Subsidiary Borrowing Agreement” means an agreement substantially in the  
1146 form of Exhibit C.

1147 “Fronted Foreign Currency Loans” means the Foreign Currency Loans made by the  
1148 Fronting Lender (other than Foreign Currency Loans made by it in an amount equal to the Fronting  
1149 Lender’s Applicable Percentage of outstanding Foreign Currency Loans).

1150 “Fronting Lender” means JPMorgan Chase Bank, N.A.

1151 “GAAP” means generally accepted accounting principles in the United States of  
1152 America.

1153 “Governmental Authority” means the government of the United States of America, any  
1154 other nation or any political subdivision thereof, whether state or local, and any agency, authority,  
1155 instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative,  
1156 judicial, taxing, regulatory or administrative powers or functions of or pertaining to government  
1157 (including any supra-national body exercising such powers or functions, such as the European Union or  
1158 the European Central Bank).

1159 “Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or  
1160 otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness  
1161 or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or  
1162 indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or  
1163 advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to  
1164 purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to  
1165 purchase or lease property, securities or services for the purpose of assuring the owner of such  
1166 Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or  
1167 any other financial statement condition or liquidity of the primary obligor so as to enable the primary  
1168 obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of  
1169 credit or letter of guaranty issued to support such Indebtedness or obligation; provided, that the term  
1170 “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business.

1171 “Guarantee Agreement” means the Guarantee Agreement, substantially in the form of  
1172 Exhibit D, made by Holdings, the Parent Borrower and the Subsidiary Loan Parties party thereto in favor  
1173 of the Collateral Agent for the benefit of the Secured Parties.

1174 “Hazardous Materials” means all explosive, radioactive, hazardous or toxic substances,  
1175 wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing  
1176 materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or  
1177 wastes of any nature regulated pursuant to any Environmental Law.

1178 “Hedging Agreement” means any interest rate protection agreement, foreign currency  
1179 exchange agreement, commodity price protection agreement or other interest or currency exchange rate or  
1180 commodity price hedging arrangement.

1181 “Holdings” means TriMas Corporation, a Delaware corporation.

1182 “Impacted Currency” has the meaning assigned to such term in the definition of “LIBO  
1183 Rate”.

1184 “Impacted Interest Period” has the meaning assigned to such term in the definition of  
1185 “LIBO Rate”.

1186 “Impacted Lender” has the meaning assigned to such term in Section 2.26.

1187 “Incremental Commitment” means an Incremental Revolving Commitment ~~or an~~  
1188 ~~Incremental Term Commitment.~~

1189 “Incremental Equivalent Debt” has the meaning assigned to such term in Section  
1190 6.01(a)(xx).

1191 “Incremental Facility Agreement” means an Incremental Facility Agreement, in form and  
1192 substance reasonably satisfactory to the Administrative Agent, among Holdings, the Parent Borrower, ~~the~~  
1193 ~~Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers, if any, the Administrative Agent and  
1194 one or more Incremental Lenders, establishing Incremental ~~Term Commitments of any Series or~~  
1195 ~~Incremental~~ Revolving Commitments and effecting such other amendments hereto and to the other Loan  
1196 Documents as are contemplated by Section 2.21.

1197 “Incremental Lender” means an Incremental Revolving Lender ~~or an Incremental Term~~  
1198 ~~Lender.~~



1199           “Incremental Revolving Commitment” means, with respect to any Lender, the  
1200 commitment, if any, of such Lender, established pursuant to an Incremental Facility Agreement and  
1201 Section 2.21, to make Revolving Loans and to acquire participations in Letters of Credit and Swingline  
1202 Loans hereunder, expressed as an amount representing the maximum aggregate permitted amount of such  
1203 Lender’s Revolving Exposure under such Incremental Facility Agreement.

1204           “Incremental Revolving Lender” means a Lender with an Incremental Revolving  
1205 Commitment.

1206           ~~“Incremental Term Commitment” means, with respect to any Lender, the commitment, if  
1207 any, of such Lender, established pursuant an Incremental Facility Agreement and Section 2.21, to make  
1208 Incremental Term Loans of any Series hereunder, expressed as an amount representing the maximum  
1209 principal amount of the Incremental Term Loans of such Series to be made by such Lender.~~

1210           ~~“Incremental Term Loans” means any term loans made pursuant to Section 2.21(a).~~

1211           ~~“Incremental Term Lender” means a Lender with an Incremental Term Commitment or  
1212 an outstanding Incremental Term Loan.~~

1213           ~~“Incremental Term Maturity Date” means, with respect to Incremental Term Loans of  
1214 any Series, the scheduled date on which such Incremental Term Loans shall become due and payable in  
1215 full hereunder, as specified in the applicable Incremental Facility Agreement.~~

1216           “Indebtedness” of any Person means, without duplication, (a) all obligations of such  
1217 Person for borrowed money or with respect to advances of any kind, (b) all obligations of such Person  
1218 evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon  
1219 which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or  
1220 other title retention agreements relating to property acquired by such Person, (e) all obligations of such  
1221 Person in respect of the deferred purchase price of property or services (excluding current accounts  
1222 payable incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for  
1223 which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by)  
1224 any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby  
1225 has been assumed, (g) all Guarantees by such Person of Indebtedness of others, (h) all ~~Capital Financing~~  
1226 Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an  
1227 account party in respect of letters of credit and letters of guaranty ~~and~~, (j) all obligations, contingent or  
1228 otherwise, of such Person in respect of bankers’ acceptances ~~and~~ (k) obligations in respect of Swaps and  
1229 Hedging Agreements in excess of \$5,000,000 in the aggregate (it being understood that the amount of  
1230 obligations in respect of Swaps and Hedging Agreements shall be calculated as of any date of  
1231 determination as the maximum aggregate amount (giving effect to any netting agreements) that Holdings,  
1232 the Parent Borrower or the applicable Subsidiary would be required to pay if all Swaps and Hedging  
1233 Agreements were terminated at such time). The Indebtedness of any Person shall include the  
1234 Indebtedness of any other entity (including any partnership in which such Person is a general partner) to  
1235 the extent such Person is liable therefor as a result of such Person’s ownership interest in or other  
1236 relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person  
1237 is not liable therefor. Notwithstanding anything to the contrary in this paragraph, the term “Indebtedness”  
1238 shall not include (a) agreements providing for indemnification, purchase price adjustments or similar  
1239 obligations incurred or assumed in connection with the acquisition or disposition of assets or capital stock  
1240 ~~and~~; (b) trade payables and accrued expenses in each case arising in the ordinary course of business.; (c)  
1241 earn-out obligations until any such obligation becomes a liability on the balance sheet; (d) deferred or  
1242 prepaid revenues; (e) purchase price holdbacks in respect of a portion of the purchase price of an asset to

1243 satisfy warranty or other unperformed obligations of the respective seller; (f) deferred compensation to  
1244 employees of the Parent Borrower or any Subsidiary incurred in the ordinary course of business; and (g)  
1245 Non-Financing Lease Obligations.

1246 “Indemnified Taxes” means (a) any Taxes, other than Excluded Taxes, and (b) Other  
1247 Taxes.

1248 “Indemnity, Subrogation and Contribution Agreement” means the Indemnity,  
1249 Subrogation and Contribution Agreement, substantially in the form of Exhibit E, among the Parent  
1250 Borrower, the Subsidiary Loan Parties party thereto and the Collateral Agent.

1251 “Information Memorandum” means the Confidential Information Memorandum dated  
1252 ~~June 1, 2015~~ August 2017, relating to the Parent Borrower and the Transactions.

1253 “Interest Election Request” means a request by the Parent Borrower, ~~a Subsidiary Term~~  
1254 ~~Borrower~~ or a Foreign Subsidiary Borrower, as the case may be, to convert or continue a Revolving Loan  
1255 ~~or Tranche A Term Borrowing~~ in accordance with Section 2.07.

1256 “Interest Expense Coverage Ratio” means, as of the last day of any fiscal quarter, the  
1257 ratio of (a) Consolidated EBITDA to (b) the sum of (i) Consolidated Cash Interest Expense and (ii)  
1258 Preferred Dividends, in each case for the period of four consecutive fiscal quarters then ended.

1259 “Interest Payment Date” means (a) with respect to any ABR Loan (other than a Swingline  
1260 Loan), the last day of each March, June, September and December, (b) with respect to any Eurocurrency  
1261 Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in  
1262 the case of a Eurocurrency Borrowing with an Interest Period of more than three months’ duration, each  
1263 day prior to the last day of such Interest Period that occurs at intervals of three months’ duration after the  
1264 first day of such Interest Period, and (c) with respect to any Swingline Loan, the day that such Loan is  
1265 required to be repaid.

1266 “Interest Period” means, with respect to any Eurocurrency Borrowing, the period  
1267 commencing on the date of such Borrowing and ending on the numerically corresponding day in the  
1268 calendar month that is one, two, three or six months thereafter (or twelve months thereafter if, at the time  
1269 of the relevant Borrowing, all Lenders participating therein agree to make an interest period of such  
1270 duration available), as the Parent Borrower, ~~a Subsidiary Term Borrower~~ or a Foreign Subsidiary  
1271 Borrower, as the case may be, may elect; provided that (a) if any Interest Period would end on a day other  
1272 than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless  
1273 such next succeeding Business Day would fall in the next calendar month, in which case such Interest  
1274 Period shall end on the next preceding Business Day and (b) any Interest Period that commences on the  
1275 last Business Day of a calendar month (or on a day for which there is no numerically corresponding day  
1276 in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar  
1277 month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on  
1278 which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or  
1279 continuation of such Borrowing.

1280 “Interpolated Rate” means, at any time and with respect to any Impacted Currency for  
1281 any Impacted Interest Period, the rate per annum (rounded to the same number of decimal places as the  
1282 applicable Screen Rate) determined by the Administrative Agent (which determination shall be  
1283 conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a  
1284 linear basis between: (a) the applicable Screen Rate (for the longest period for which such Screen Rate is  
1285 available for the Impacted Currency) that is shorter than the Impacted Interest Period and (b) the

1286 applicable Screen Rate (for the shortest period for which such Screen Rate is available for the Impacted  
1287 Currency) that exceeds the Impacted Interest Period, in each case, as of the Specified Time on the  
1288 Quotation Day. When determining the rate for a period which is less than the shortest period for which  
1289 the applicable Screen Rate is available, such Screen Rate for purposes of clause (a) above shall be deemed  
1290 to be (i) if the Impacted Currency is dollars, the overnight rate for dollars determined by the  
1291 Administrative Agent from such service as the Administrative Agent may select and (ii) otherwise, the  
1292 Overnight LIBO Rate.

1293 “IRS” means the United States Internal Revenue Service.

1294 “ISP” means, with respect to any Letter of Credit, the International Standby Practices  
1295 1998 published by the Institute of International Banking Law & Practice, Inc. (or such later version  
1296 thereof as may be in effect at the time of such issuance).

1297 “Issuing Bank” means any of JPMCB, Bank of America, N.A. or Wells Fargo Bank,  
1298 National Association, each in its capacity as an issuer of Letters of Credit hereunder, and their respective  
1299 successors in such capacity as provided in Section 2.05(i). Any Issuing Bank may, in its discretion,  
1300 arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank and in each such  
1301 case the term “Issuing Bank” shall include any such Affiliate with respect to Letters of Credit issued by  
1302 such Affiliate. References herein and in the other Loan Documents to the Issuing Bank shall be deemed  
1303 to refer to the Issuing Bank in respect of the applicable Letter of Credit or to all Issuing Banks, as the  
1304 context requires. Notwithstanding the foregoing, each institution listed on Schedule 1.01(a) shall be  
1305 deemed to be an Issuing Bank with respect to the Existing Letters of Credit issued by it.

1306 “ITA” means the UK Income Tax Act 2007.

1307 “JPMCB” means JPMorgan Chase Bank, N.A.

1308 “Judgment Currency.” has the meaning assigned to such term in Section 10.14.

1309 “Judgment Currency Conversion Date” has the meaning assigned to such term in Section  
1310 10.14.

1311 “Latest Maturity Date” means, as of any date of determination, the latest Maturity Date  
1312 applicable to any Loans outstanding or Commitments in effect hereunder.

1313 “LC Disbursement” means a payment made by the Issuing Bank pursuant to a Letter of  
1314 Credit.

1315 “LC Exposure” means, at any time, the sum of (a) the aggregate undrawn amount of all  
1316 outstanding Letters of Credit (including the aggregate Dollar Equivalent of the undrawn amount of all  
1317 outstanding Letters of Credit denominated in LC Foreign Currencies) at such time plus (b) the aggregate  
1318 amount of all LC Disbursements (including the Dollar Equivalent of the amount of LC Disbursements  
1319 made in LC Foreign Currencies) that have not yet been reimbursed by or on behalf of the Parent Borrower  
1320 at such time. The LC Exposure of any Revolving Lender at any time shall be its Applicable Percentage of  
1321 the total LC Exposure at such time (including, for the avoidance of doubt, such Revolving Lender’s  
1322 Applicable Percentage of the Dollar Equivalent of the total LC Exposure denominated in an LC Foreign  
1323 Currency); provided that at any time that any tranche of Revolving Commitments has terminated or been  
1324 expired and there is LC Exposure outstanding under such tranche of Revolving Commitments, the LC  
1325 Exposure of any Revolving Lender under such tranche of Revolving Commitments at any time shall be an  
1326 amount equal to its percentage of the total LC Exposure under such tranche represented by such Lender’s

1327 Revolving Commitment most recently in effect, giving effect to any assignments; provided, further, that  
1328 for all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its  
1329 terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP,  
1330 such Letter of Credit shall be deemed to be outstanding in the amount so remaining available to be drawn.

1331 “LC Foreign Currency” means Pounds Sterling; and the Euro, Australian Dollars and any  
1332 additional currencies determined after the Restatement Date by mutual agreement of the Parent Borrower  
1333 or any Foreign Subsidiary Borrower, as the case may be, the Issuing Bank and the Administrative Agent;  
1334 provided that each such currency is a lawful currency that is readily available, freely transferable and not  
1335 restricted, able to be converted into dollars and available in the London interbank deposit market.

1336 “LC Reserve Account” has the meaning assigned to such term in Section 9.02(a).

1337 “LC Sublimit” means \$40,000,000.

1338 “LCT Election” has the meaning assigned to such term in Section 1.05.

1339 “LCT Test Date” has the meaning assigned to such term in Section 1.05.

1340 “Lender Affiliate” means, (a) with respect to any Lender, (i) an Affiliate of such Lender  
1341 or (ii) any entity (whether a corporation, partnership, trust or otherwise) that is engaged in making,  
1342 purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary  
1343 course of its business and is administered or managed by a Lender or an Affiliate of such Lender and (b)  
1344 with respect to any Lender that is a fund that invests in bank loans and similar extensions of credit, any  
1345 other fund that invests in bank loans and similar extensions of credit and is managed by the same  
1346 investment advisor as such Lender or by an Affiliate of such investment advisor.

1347 “Lenders” means the Persons listed on Schedule 2.01 and any other Person that shall  
1348 have become a party hereto pursuant to an Assignment and Assumption or an Incremental Facility  
1349 Agreement, as the case may be, other than any such Person that ceases to be a party hereto pursuant to an  
1350 Assignment and Assumption. Unless the context otherwise requires, the term “Lenders” includes the  
1351 Swingline Lenders and the Fronting Lender.

1352 “Letter of Credit” means any letter of credit issued pursuant to this Agreement. Each  
1353 Existing Letter of Credit shall be deemed to constitute a Letter of Credit issued hereunder as of the  
1354 Restatement Date for all purposes of the Loan Documents.

1355 “Leverage Ratio” means, on any date, the ratio of (a) Total Indebtedness as of such date  
1356 to (b) Consolidated EBITDA for the period of four consecutive fiscal quarters of Holdings ended on such  
1357 date (or, if such date is not the last day of a fiscal quarter, ended on the last day of the fiscal quarter of  
1358 Holdings most recently ended prior to such date for which financial statements are available).

1359 “LIBO Rate” means, (a) with respect to any Eurocurrency Borrowing denominated in any  
1360 currency other than Euro and Australian Dollars for any Interest Period, the London interbank offered rate  
1361 as administered by the ICE Benchmark Administration appearing on the Reuters “LIBOR01” or  
1362 “LIBOR02” screen (or on any successor or substitute page of such service, or any successor or substitute  
1363 screen provided by Reuters, or any successor to or substitute for such service, providing rate quotations  
1364 comparable to those currently provided on such screen, as determined by the Administrative Agent from  
1365 time to time for purposes of providing quotations of interest rates applicable to deposits in the applicable  
1366 currency in the London interbank market) as of the Specified Time on the Quotation Day for such Interest  
1367 Period (or, in the case of any Eurocurrency Borrowing denominated in Pounds Sterling, on the first day of

1368 such Interest Period), as the rate for deposits in the applicable currency with a maturity comparable to  
1369 such Interest Period (the “LIBOR Screen Rate”); and (b) with respect to any Eurocurrency Borrowing  
1370 denominated in Euro for any Interest Period, the rate appearing on the Reuters Screen EURIBOR01 Page  
1371 (it being understood that this rate is the Euro interbank offered rate (known as the “EURIBOR Rate”)  
1372 sponsored by the Banking Federation of the European Union (known as the “FBE”) and the Financial  
1373 Markets Association (known as the “ACI”)) as of the Specified Time on the Quotation Day for such  
1374 Interest Period, as the rate for deposits in Euro with a maturity comparable to such Interest Period (the  
1375 “EURIBOR Screen Rate”) and (c) with respect to any Eurocurrency Borrowing denominated in  
1376 Australian Dollars for any Interest Period, the average bid rate appearing on the Reuters Screen BBSY  
1377 page as of the Specified Time on the Quotation Day for such Interest Period for a term equivalent to such  
1378 Interest Period (the “AUD Screen Rate”); and together with the LIBOR Screen Rate and the Euribor  
1379 Screen Rate, the “Screen Rates” and each a “Screen Rate”). If for any reason the applicable Screen Rate  
1380 shall not be available at such time for such Interest Period (an “Impacted Interest Period”) with respect to  
1381 the relevant currency (the “Impacted Currency”), then the “LIBO Rate” shall be the Interpolated Rate at  
1382 such time. Notwithstanding anything to the contrary in this Agreement, if any Screen Rate or Interpolated  
1383 Rate shall be less than zero, such Screen Rate or Interpolated Rate, as applicable, shall be deemed to be  
1384 zero for purposes of this Agreement.

1385 “LIBOR Screen Rate” has the meaning assigned to such term in the definition of “LIBO  
1386 Rate”;

1387 “Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge,  
1388 hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor  
1389 or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any  
1390 financing lease having substantially the same economic effect as any of the foregoing) relating to such  
1391 asset and (c) in the case of securities, any purchase option, call or similar right of a third party with  
1392 respect to such securities.

1393 “Limited Conditionality Acquisition” has the meaning assigned to such term in Section  
1394 2.24(e) means an acquisition permitted by this Agreement for which the Parent Borrower has determined,  
1395 in good faith, that limited conditionality is reasonably necessary.

1396 “Limited Conditionality Acquisition Agreement” has the meaning assigned to such term  
1397 in Section 2.24(e) means, with respect to any Limited Conditionality Acquisition, the definitive  
1398 acquisition documentation in respect thereof.

1399 “Loan Documents” means this Agreement, the Replacement Revolving Facility  
1400 Amendment, any Incremental Facility Agreement, any Foreign Subsidiary Borrowing Agreement, the  
1401 Security Documents and the promissory notes, if any, executed and delivered pursuant to Section 2.09(e).

1402 “Loan Parties” means Holdings, the Parent Borrower, the ~~Subsidiary Term Borrowers,~~  
1403 ~~the~~ Foreign Subsidiary Borrowers and the other Subsidiary Loan Parties.

1404 “Loans” means the loans made by the Lenders to the Parent Borrower, ~~the Subsidiary~~  
1405 ~~Term Borrowers~~ and the Foreign Subsidiary Borrowers pursuant to this Agreement.

1406 “Local Time” means (a) with respect to Foreign Currency Loans and Letters of Credit  
1407 denominated in Euros or Pounds Sterling, local time in London, (b) with respect to Foreign Currency  
1408 Loans denominated in currencies other than Euros and Pounds Sterling and Letters of Credit denominated  
1409 in LC Foreign Currencies other than Euros and Pounds Sterling, local time in the Principal Financial  
1410 Center for the applicable currency and (c) with respect to any other Loans, local time in New York City.

1411 “Long-Term Indebtedness” means any Indebtedness that, in accordance with GAAP,  
1412 constitutes (or, when incurred, constituted) a long-term liability, including the current portion of any  
1413 Long-Term Indebtedness.

1414 “Margin Stock” shall have the meaning assigned to such term in Regulation U.

1415 “Market Capitalization” means an amount equal to (a) the total number of issued and  
1416 outstanding shares of common Equity Interests of Holdings or any direct or indirect parent of Holdings on  
1417 the date of the declaration of a Restricted Payment permitted pursuant to Section 6.08(a)(xii) multiplied  
1418 by (b) the arithmetic mean of the closing prices per share of such common Equity Interests on the  
1419 principal securities exchange on which such common Equity Interests are traded or quoted for the 30  
1420 consecutive trading days immediately preceding the date of declaration of such Restricted Payment.

1421 “Material Adverse Effect” means a material adverse effect on (a) the business,  
1422 operations, properties, assets, financial condition, or material agreements of Holdings, the Parent  
1423 Borrower and the Subsidiaries (including the Receivables Subsidiary), taken as a whole, (b) the ability of  
1424 any Loan Party in any material respect to perform any of its obligations under any Loan Document or (c)  
1425 the rights of or benefits available to the Lenders under any Loan Document.

1426 “Material Agreements” means any agreements or instruments relating to Material  
1427 Indebtedness.

1428 “Material Indebtedness” means (a) obligations in respect of the Permitted Receivables  
1429 Financing and (b) any other Indebtedness (other than the Loans and Letters of Credit), or obligations in  
1430 respect of one or more Hedging Agreements, of any one or more of Holdings, the Parent Borrower and its  
1431 Subsidiaries in an aggregate principal amount exceeding \$25,000,000~~50,000,000~~. For purposes of  
1432 determining Material Indebtedness, the “principal amount” of the obligations of Holdings, the Parent  
1433 Borrower or any Subsidiary in respect of any Hedging Agreement at any time shall be the maximum  
1434 aggregate amount (giving effect to any netting agreements) that Holdings, the Parent Borrower or such  
1435 Subsidiary would be required to pay if such Hedging Agreement were terminated at such time.

1436 “Maturity Date” means the ~~Tranche A Maturity Date, the Incremental Term Maturity~~  
1437 ~~Date with respect to Incremental Term Loans of any Series, the Revolving Maturity Date or the scheduled~~  
1438 ~~maturity date in respect of any Extended Term Loans or Extended Revolving Commitments, as the~~  
1439 ~~context requires.~~

1440 “Minimum Extension Condition” has the meaning assigned to such term in Section  
1441 2.23(b).

1442 “Minimum Tranche Amount” ~~has the meaning assigned to such term in Section 2.23(b).~~

1443 “Moody’s” means Moody’s Investors Service, Inc.

1444 “Mortgage” means a mortgage, deed of trust, assignment of leases and rents, leasehold  
1445 mortgage or other security document granting a Lien on any Mortgaged Property to secure the  
1446 Obligations. Each Mortgage shall be substantially in the form of Exhibit F with such changes as are  
1447 necessary under applicable local law.

1448 “Mortgage Amendment” has the meaning assigned to such term in Section 4.04(f).

1449 “Mortgaged Property” means each parcel of real property and improvements thereto with  
1450 respect to which a Mortgage is granted pursuant to Section 5.12 or 5.13.

1451 “Multiemployer Plan” means a multiemployer plan as defined in Section 4001(a)(3) of  
1452 ERISA.

1453 “Net Proceeds” means, with respect to any event (a) the cash proceeds received in respect  
1454 of such event including (i) any cash received in respect of any noncash proceeds, but only as and when  
1455 received, (ii) in the case of a casualty, insurance proceeds in excess of \$1,000,000 and (iii) in the case of a  
1456 condemnation or similar event, condemnation awards and similar payments, net of (b) the sum of (i) all  
1457 reasonable fees and out-of-pocket expenses paid by Holdings, the Parent Borrower and the Subsidiaries to  
1458 third parties (other than Affiliates) in connection with such event, (ii) in the case of a sale, transfer or  
1459 other disposition of an asset (including pursuant to a sale and leaseback transaction or a casualty or a  
1460 condemnation or similar proceeding), the amount of all payments required to be made by Holdings, the  
1461 Parent Borrower and the Subsidiaries as a result of such event to repay Indebtedness (other than Loans)  
1462 secured by such asset or otherwise subject to mandatory prepayment as a result of such event, and (iii) the  
1463 amount of all Taxes paid (or reasonably estimated to be payable) by Holdings, the Parent Borrower and  
1464 the Subsidiaries, and the amount of any reserves established by Holdings, the Parent Borrower and the  
1465 Subsidiaries to fund contingent liabilities reasonably estimated to be payable, in each case during the 24-  
1466 month period immediately following such event and that are directly attributable to such event (as  
1467 determined reasonably and in good faith by the chief financial officer of Holdings or the Parent Borrower)  
1468 to the extent such liabilities are actually paid within such applicable time periods. ~~Notwithstanding~~  
1469 ~~anything to the contrary set forth above, (x) the proceeds of any sale, transfer or other disposition of~~  
1470 ~~receivables (or any interest therein) pursuant to any Permitted Receivables Financing or any Specified~~  
1471 ~~Vendor Receivables Financing shall be deemed to not constitute Net Proceeds and (y) the proceeds of the~~  
1472 ~~Designated Asset Sale in an amount not to exceed the amount of Restricted Payments permitted to be~~  
1473 ~~made on the date of designation of the Designated Asset Sale pursuant to Section 6.08(a)(viii) shall be~~  
1474 ~~deemed to not constitute Net Proceeds.~~

1475 “Net Working Capital” means, at any date, ~~(a) the consolidated current assets of~~  
1476 ~~Holdings, the Parent Borrower and its consolidated Subsidiaries (including the Receivables Subsidiary) as~~  
1477 ~~of such date (excluding cash and Permitted Investments) minus (b) the consolidated current liabilities of~~  
1478 ~~Holdings, the Parent Borrower and its consolidated Subsidiaries (including the Receivables Subsidiary) as~~  
1479 ~~of such date (excluding current liabilities in respect of Indebtedness). Net Working Capital at any date~~  
1480 ~~may be a positive or negative number. Net Working Capital increases when it becomes more positive or~~  
1481 ~~less negative and decreases when it becomes less positive or more negative.~~

1482 “Non-Consenting Lender” has the meaning assigned to such term in Section 10.02(c).

1483 “Non-Defaulting Lender” means, at any time, any Revolving Lender that is not a  
1484 Defaulting Lender at such time.

1485 “Non-Financing Lease Obligation” means a lease obligation that is not required to be  
1486 classified and accounted for as a financing or capital lease on both the balance sheet and the income  
1487 statement for financial reporting purposes in accordance with GAAP. For the avoidance of doubt, a  
1488 straight-line or operating lease shall be considered a Non-Financing Lease Obligation.

1489 “Non-U.S. Lender” means a Lender or Issuing Bank that is not a U.S. Person.

1490 “Not Otherwise Applied” means, with reference to any proceeds of any transaction or  
1491 event that is proposed to be applied to a particular use or transaction, that such amount has not previously  
1492 been (and is not simultaneously being) applied to anything other than such particular use or transaction.

1493 “NYFRB” means the Federal Reserve Bank of New York.

1494 “NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in  
1495 effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is  
1496 not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are  
1497 published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds  
1498 transaction quoted at 11:00 a.m. on such day received to the Administrative Agent from a Federal funds  
1499 broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be  
1500 less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

1501 “Obligations” has the meaning assigned to such term in the Security Agreement.

1502 “OFAC” means the Office of Foreign Assets Control of the U.S. Department of  
1503 Treasury.

1504 “Original Credit Agreement” means the Credit Agreement dated as of October 16, 2013,  
1505 among TriMas Company LLC, TriMas Corporation, the other loan parties party thereto, the lenders party  
1506 thereto, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, and the other agents  
1507 party thereto, as in effect on the Closing Date.

1508 “Other Taxes” means any present or future stamp, court, documentary, intangible,  
1509 recording, filing or similar excise or property Taxes that arise from any payment made under, from the  
1510 execution, delivery, performance, enforcement or registration of, or from the registration, receipt or  
1511 perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such  
1512 Taxes imposed with respect to an assignment (other than an assignment under Section 2.19(b)).

1513 “Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight  
1514 federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository  
1515 institutions, as such composite rate shall be determined by the NYFRB as set forth on its public website  
1516 from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight  
1517 bank funding rate (from and after such date as the NYFRB shall commence to publish such composite  
1518 rate).

1519 “Overnight LIBO Rate” means, with respect to any Loans or overdue amount in respect  
1520 thereof, the rate of interest per annum at which overnight deposits in the applicable currency, in an  
1521 amount approximately equal to the amount with respect to which such rate is being determined, would be  
1522 offered for such day by a branch or affiliate of JPMorgan Chase Bank, N.A. in the applicable offshore  
1523 interbank market for such currency to major banks in such interbank market.

1524 “Parallel Debt Foreign Obligations” has the meaning assigned to such term in Section  
1525 10.18(b).

1526 ~~“Parallel Debt U.S. Obligations” has the meaning assigned to such term in Section~~  
1527 ~~10.18(a).~~

1528 “Parent Borrower” means TriMas Company LLC, a Delaware limited liability company.



1529 “Participant” has the meaning assigned to such term in Section 10.04(e).

1530 “Participant Register” has the meaning assigned to such term in Section 10.04(e).

1531 “PATRIOT Act” has the meaning assigned to such term in Section 10.16.

1532 “PBGCC” means the Pension Benefit Guaranty Corporation referred to and defined in  
1533 ERISA and any successor entity performing similar functions.

1534 “Perfection Certificate” means a certificate in the form of Annex I to the Security  
1535 Agreement or any other form approved by the Collateral Agent.

1536 “Permitted Acquisition” means any acquisition, whether by purchase, merger,  
1537 consolidation or otherwise, by the Parent Borrower or a Subsidiary of all or substantially all the assets of,  
1538 or all of the Equity Interests in, a Person or a division, line of business or other business unit of a Person  
1539 so long as (a) such acquisition shall not have been preceded by a tender offer that has not been approved  
1540 or otherwise recommended by the board of directors of such Person, (b) such assets are to be used in, or  
1541 such Person so acquired is engaged in, as the case may be, a business of the type conducted by the Parent  
1542 Borrower and its Subsidiaries on the Restatement Date or in a business reasonably related thereto and (c)  
1543 immediately after giving effect thereto, (i) (other than with respect to Limited Conditionality  
1544 Acquisitions) no Default has occurred and is continuing or would result therefrom, (ii) all transactions  
1545 related thereto are consummated in all material respects in accordance with applicable laws, (iii) all of the  
1546 Equity Interests (other than Assumed Preferred Stock) of each Subsidiary formed for the purpose of or  
1547 resulting from such acquisition shall be owned directly by the Parent Borrower or a Subsidiary and all  
1548 actions required to be taken under Sections 5.12 and 5.13 have been taken, (iv) (other than with respect to  
1549 Limited Conditionality Acquisitions) ~~the~~ each of the Total Net Leverage Ratio and the Senior Secured Net  
1550 Leverage Ratio, on a pro forma basis after giving effect to such acquisition and recomputed as of the last  
1551 day of the most recently ended fiscal quarter of Holdings for which financial statements are available, as  
1552 if such acquisition (and any related incurrence ~~or~~ and repayment of Indebtedness) had occurred on the first  
1553 day of the relevant period (provided that any acquisition that occurs prior to the first testing period under  
1554 Section 6.13 shall be deemed to have occurred during such first testing period), is at least 0.25 less than is  
1555 otherwise required pursuant to Section 6.13 at the time of such event, (v) any Indebtedness or any  
1556 preferred stock that is incurred, acquired or assumed in connection with such acquisition shall be in  
1557 compliance with Section 6.01 and (vi) the Parent Borrower has delivered to the Administrative Agent an  
1558 officers’ certificate to the effect set forth in clauses (a), (b) and (c)(i) through (v) above, together with all  
1559 relevant financial information for the Person or assets to be acquired; provided further that no Limited  
1560 Conditionality Acquisition shall become effective unless (i) no Default or Event of Default shall have  
1561 occurred and be continuing as of the date of entry into the Limited Conditionality Acquisition Agreement,  
1562 (ii) on the date of effectiveness of the Limited Conditionality Acquisition Agreement, the representations  
1563 and warranties of each Loan Party set forth in the Loan Documents shall be true and correct on and as of  
1564 such date and (iii) on the date of effectiveness of the Limited Conditionality Acquisition Agreement and  
1565 assuming ~~such Incremental Term Loans were made on such date, the~~ any related incurrence and  
1566 repayment of Indebtedness, each of the Total Net Leverage Ratio of Holdings and the Senior Secured Net  
1567 Leverage Ratio, on a pro forma basis after giving effect to such acquisition, is at least 0.25 less than is  
1568 otherwise required pursuant to Section 6.13 on such date.

1569 “Permitted Encumbrances” means:

1570 (a) Liens imposed by law for taxes, assessments or other governmental charges that  
1571 are not yet due or are being contested in compliance with Section 5.05;

1572 (b) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other  
1573 like Liens imposed by law, arising in the ordinary course of business and securing obligations that  
1574 are not overdue by more than ~~30~~60 days or are being contested in compliance with Section 5.05;

1575 (c) pledges and deposits made in the ordinary course of business in compliance with  
1576 workers' compensation, unemployment insurance and other social security laws or regulations;

1577 (d) deposits to secure the performance of bids, trade contracts, leases, statutory  
1578 obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in  
1579 each case in the ordinary course of business;

1580 (e) judgment Liens in respect of judgments and attachments Liens that do not  
1581 constitute an Event of Default under clause (k) of Article VII and notices of lis pendens and  
1582 associated rights related to litigation being contested in good faith by appropriate proceedings and  
1583 for which adequate reserves have been made;

1584 (f) easements, zoning restrictions, rights-of-way and similar encumbrances on real  
1585 property imposed by law or arising in the ordinary course of business that do not secure any  
1586 monetary obligations and do not materially detract from the value of the affected property or  
1587 interfere with the ordinary conduct of business of Holdings, the Parent Borrower or any  
1588 Subsidiary;

1589 (g) ground leases in respect of real property on which facilities owned or leased by  
1590 Holdings, the Parent Borrower or any of the Subsidiaries are located, other than any Mortgaged  
1591 Property;

1592 (h) Liens (i) in favor of credit card processors securing obligations in connection  
1593 with credit card processing services incurred in the ordinary course of business and (ii) in favor of  
1594 customs and revenue authorities arising as a matter of law to secure payment of customs duties in  
1595 connection with the importation of goods in the ordinary course of business;

1596 (i) leases or subleases granted to other Persons and not interfering in any material  
1597 respect with the business of Holdings, the Parent Borrower and the Subsidiaries, taken as a  
1598 whole;

1599 (j) banker's liens, rights of set-off or similar rights, in each case arising by operation  
1600 of law; and

1601 (k) Liens in favor of a landlord on leasehold improvements in leased premises;

1602 provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness.

1603 "Permitted Investments" means:

1604 (a) direct obligations of, or obligations the principal of and interest on which are  
1605 unconditionally guaranteed by, the United States of America (or by any agency thereof to the  
1606 extent such obligations are backed by the full faith and credit of the United States of America), in  
1607 each case maturing within one year from the date of acquisition thereof;

1608 (b) investments in commercial paper maturing within one year from the date of  
1609 acquisition thereof and having, at such date of acquisition, the highest credit rating obtainable  
1610 from S&P or from Moody's;

1611 (c) investments in certificates of deposit, banker's acceptances and time deposits  
1612 maturing within one year from the date of acquisition thereof issued or guaranteed by or placed  
1613 with, and money market deposit accounts issued or offered by, any domestic office of any  
1614 commercial bank organized under the laws of the United States of America or any State thereof  
1615 that has a combined capital and surplus and undivided profits of not less than \$500,000,000;

1616 (d) fully collateralized repurchase agreements with a term of not more than 30 days  
1617 for securities described in clause (a) above and entered into with a financial institution satisfying  
1618 the criteria described in clause (c) above;

1619 (e) securities issued by any state of the United States of America or any political  
1620 subdivision of any such state or any public instrumentality thereof having maturities of not more  
1621 than six months from the date of acquisition thereof and, at the time of acquisition, having the  
1622 highest credit rating obtainable from S&P or from Moody's;

1623 (f) securities issued by any foreign government or any political subdivision of any  
1624 foreign government or any public instrumentality thereof having maturities of not more than six  
1625 months from the date of acquisition thereof and, at the time of acquisition, having the highest  
1626 credit rating obtainable from S&P or from Moody's;

1627 (g) investments of the quality as those identified on Schedule 6.04 as "Qualified  
1628 Foreign Investments" made in the ordinary course of business;

1629 (h) cash; and

1630 (i) investments in funds that invest solely in one or more types of securities  
1631 described in clauses (a), (e) and (f) above.

1632 "Permitted Joint Venture and Foreign Subsidiary Investments" means investments by  
1633 Holdings, the Parent Borrower or any Subsidiary in the Equity Interests of (a) any Person that is not a  
1634 Subsidiary or (b) any Person that is a Foreign Subsidiary, in an aggregate amount not to exceed  
1635 \$125,000,000 ~~(provided that such amount shall be increased to (x) \$175,000,000 so long as the Leverage~~  
1636 ~~Ratio is less than 3.75 to 1.00 and (y) \$250,000,000 so long as the Leverage Ratio is less than 3.00 to~~  
1637 ~~1.00).~~

1638 "Permitted Receivables Documents" means the Receivables Purchase Agreement, the  
1639 Receivables Transfer Agreement and all other documents and agreements relating to the Permitted  
1640 Receivables Financing.

1641 "Permitted Receivables Financing" means (a) the sale by the Parent Borrower and certain  
1642 Subsidiaries (other than Foreign Subsidiaries) of accounts receivable to the Receivables Subsidiary  
1643 pursuant to the Receivables Purchase Agreement and (b) the sale or pledge of such accounts receivable  
1644 (or participations therein) by the Receivables Subsidiary to certain purchasers pursuant to the Receivables  
1645 Transfer Agreement.

1646 "Permitted Tax Distribution" means

1647 (a) with respect to any taxable period during which the Parent Borrower is treated as  
1648 a disregarded entity for U.S. federal income tax purposes and/or any of its Subsidiaries is a  
1649 member of a consolidated, unitary, combined or similar tax group in which Holdings or Holdings'  
1650 direct or indirect parent is the common parent, distributions by the Parent Borrower to Holdings  
1651 to pay the portion of such consolidated, unitary combined or similar tax liability that is  
1652 attributable to the taxable income of the Parent Borrower and its Subsidiaries; provided, however,  
1653 that the amount of such aggregate amount of payments that would be made pursuant to this clause  
1654 (a) in respect of any taxable period does not exceed the actual tax liability of such consolidated,  
1655 unitary, combined or similar tax group and

1656 (b) with respect to any taxable period during which Holdings is treated as a  
1657 partnership for U.S. federal income tax purposes and the Parent Borrower is treated as a  
1658 disregarded entity or partnership for U.S. federal income tax purposes, distributions by the Parent  
1659 Borrower to Holdings to pay the portion of the tax liability of Holdings' direct or indirect owners  
1660 that is attributable to the taxable income of the Parent Borrower (determined as if the Parent  
1661 Borrower were a taxpayer), in an aggregate amount equal to the product of (y) the taxable income  
1662 of the Parent Borrower allocable to Holdings for such period less the cumulative amount of net  
1663 taxable loss of the Parent Borrower allocated to Holdings for all prior taxable periods beginning  
1664 after the Restatement Date (determined as if such periods were one combined period) to the  
1665 extent such prior net losses are of a character (i.e., ordinary or capital) that would have allowed  
1666 such losses to be offset against the current period's income and (z) the highest combined marginal  
1667 federal and applicable state and/or local income tax rate applicable to the Parent Borrower for the  
1668 taxable period in question (taking into account the deductibility of state and local income taxes  
1669 (subject to applicable limitations) for U.S. federal income tax purposes).

1670 ~~“Permitted Term Loan Refinancing Indebtedness” means any Indebtedness incurred to~~  
1671 ~~refinance all or any portion of the outstanding Term Loans or Incremental Term Loans; provided that, (i)~~  
1672 ~~such refinancing Indebtedness, if secured, is secured only by the Collateral on a pari passu or junior basis~~  
1673 ~~with the Obligations under this Agreement (provided that the Permitted Term Loan Refinancing~~  
1674 ~~Indebtedness shall not consist of bank loans that are secured on a pari passu basis with the Obligations~~  
1675 ~~under this Agreement), (ii) no Subsidiary that is not originally obligated with respect to repayment of the~~  
1676 ~~Indebtedness being refinanced is obligated with respect to the refinancing Indebtedness, (iii) the weighted~~  
1677 ~~average life to maturity of the refinancing Indebtedness shall be no shorter than the remaining weighted~~  
1678 ~~average life to maturity of the Terms Loans being refinanced, (iv) the maturity date in respect of the~~  
1679 ~~refinancing Indebtedness shall not be earlier than the maturity date in respect of the Indebtedness being~~  
1680 ~~refinanced, (v) the principal amount of such refinancing Indebtedness does not exceed the principal~~  
1681 ~~amount of the Indebtedness so refinanced except by an amount (such amount, the “Additional Permitted~~  
1682 ~~Amount”) equal to unpaid accrued interest and premium thereon at such time plus reasonable fees and~~  
1683 ~~expenses incurred in connection with such refinancing, (vi) the Indebtedness being so refinanced is paid~~  
1684 ~~down on a dollar for dollar basis by such refinancing Indebtedness (other than by the Additional~~  
1685 ~~Permitted Amount), (vii) the terms of any such refinancing Indebtedness (1) (excluding pricing, fees and~~  
1686 ~~rate floors and optional prepayment or redemption terms and subject to clause (2) below) reflect, in Parent~~  
1687 ~~Borrower’s reasonable judgment, then-existing market terms and conditions and (2) (excluding pricing,~~  
1688 ~~fees and rate floors) are no more favorable to the lenders providing such refinancing Indebtedness than~~  
1689 ~~those applicable to the Indebtedness being refinanced (in each case, including with respect to mandatory~~  
1690 ~~and optional prepayments); provided that the foregoing shall not apply to covenants or other provisions~~  
1691 ~~applicable only to periods after the Latest Maturity Date in effect immediately prior to the establishment~~  
1692 ~~of such refinancing Indebtedness; provided further that any such refinancing Indebtedness may contain,~~  
1693 ~~without any Lender’s consent, additional covenants or events of default not otherwise applicable to the~~  
1694 ~~Indebtedness being refinanced or covenants more restrictive than the covenants applicable to the~~

1695 ~~Indebtedness being refinanced, in each case prior to the Latest Maturity Date in effect immediately prior~~  
1696 ~~to the establishment of such refinancing Indebtedness, so long as all Lenders receive the benefits of such~~  
1697 ~~additional covenants, events of default or more restrictive covenants and (viii) such refinancing~~  
1698 ~~Indebtedness, if secured, shall be subject to a customary intercreditor agreement in form and substance~~  
1699 ~~reasonably satisfactory to the Administrative Agent.~~

1700 “Permitted Unsecured Debt” means any unsecured notes or bonds or other unsecured  
1701 debt securities; provided that (a) such Indebtedness shall not mature prior to the date that is 91 days after  
1702 the Latest Maturity Date in effect at the time of the issuance of such Indebtedness and shall not have any  
1703 principal payments due prior to such date, except upon the occurrence of a change of control or similar  
1704 event (including asset sales), in each case so long as the provisions relating to change of control or similar  
1705 events (including asset sales) included in the governing instrument of such Indebtedness provide that the  
1706 provisions of this Agreement must be satisfied prior to the satisfaction of such provisions of such  
1707 Indebtedness, (b) such Indebtedness is not Guaranteed by any Subsidiary of Holdings other than the Loan  
1708 Parties (which Guarantees shall be unsecured and shall be permitted only to the extent permitted by  
1709 Section 6.01(a)(vi)), (c) such Indebtedness shall not have any financial maintenance covenants, (d) such  
1710 Indebtedness shall not have a definition of “Change of Control” or “Change in Control” (or any other  
1711 defined term having a similar purpose) that is materially more restrictive than the definition of Change of  
1712 Control set forth herein and (e) such Indebtedness, if subordinated in right of payment to the Obligations,  
1713 shall be subject to subordination and intercreditor provisions that are, in the Administrative Agent’s  
1714 reasonable judgment, customary under then-existing market convention.

1715 “Person” means any natural person, corporation, limited liability company, trust, joint  
1716 venture, association, company, partnership, Governmental Authority or other entity.

1717 “Plan” means any employee pension benefit plan (other than a Multiemployer Plan)  
1718 subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and  
1719 in respect of which the Parent Borrower or any ERISA Affiliate is (or, if such plan were terminated,  
1720 would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of  
1721 ERISA.

1722 “Pledge Agreement” means the Pledge Agreement, substantially in the form of Exhibit G,  
1723 among Holdings, the Parent Borrower, the Subsidiary Loan Parties party thereto and the Collateral Agent  
1724 for the benefit of the Secured Parties.

1725 “Pounds Sterling” means the lawful currency of the United Kingdom.

1726 “Preferred Dividends” means any cash dividends of Holdings permitted hereunder paid  
1727 with respect to preferred stock of Holdings.

1728 “Prepayment Event” means:

1729 ~~(a) any sale, transfer or other disposition (including pursuant to a sale and leaseback~~  
1730 ~~transaction) of any property or asset of Holdings, the Parent Borrower or any Subsidiary, other~~  
1731 ~~than dispositions described in clauses (a), (b), (c), (d), (f), (g) and (j) (but only to the extent the~~  
1732 ~~sales, transfers or other dispositions under clause (j) do not exceed \$50,000,000) of Section 6.05~~  
1733 ~~and Section 6.06(a); provided that an Acquisition Lease Financing shall not constitute a~~  
1734 ~~Prepayment Event; or~~

1735 ~~(b) any casualty or other insured damage to, or any taking under power of eminent~~  
1736 ~~domain or by condemnation or similar proceeding of, any property or asset of Holdings, the~~

1737 ~~Parent Borrower or any Subsidiary having a book value or fair market value in excess of~~  
1738 ~~\$1,000,000, but only to the extent that the Net Proceeds therefrom have not been applied to~~  
1739 ~~repair, restore or replace such property or asset within 365 days after such event; or~~

1740 ~~(c) the incurrence by Holdings, the Parent Borrower or any Subsidiary of any~~  
1741 ~~Indebtedness, other than Indebtedness permitted by Section 6.01(a).~~

1742 “Prime Rate” means the rate of interest per annum publicly announced from time to time  
1743 by JPMCB as its prime rate in effect at its principal office in New York City; each change in the Prime  
1744 Rate shall be effective from and including the date such change is publicly announced as being effective.

1745 “Principal Financial Center” means, with respect to any Foreign Currency, the principal  
1746 financial center where such currency is cleared and settled, as determined by the Administrative Agent.

1747 “Qualified Holdings Preferred Stock” means any preferred capital stock or preferred  
1748 Equity Interest of Holdings (a)(i) that does not provide for any cash dividend payments or other cash  
1749 distributions in respect thereof prior to the Latest Maturity Date in effect as of the date of issuance of such  
1750 Indebtedness and (ii) that by its terms (or by the terms of any security into which it is convertible or for  
1751 which it is exchangeable or exercisable) or upon the happening of any event does not (A)(x) mature or  
1752 become mandatorily redeemable pursuant to a sinking fund obligation or otherwise, (y) become  
1753 convertible or exchangeable at the option of the holder thereof for Indebtedness or preferred stock that is  
1754 not Qualified Holdings Preferred Stock or (z) become redeemable at the option of the holder thereof  
1755 (other than as a result of a change of control event), in whole or in part, in each case on or prior to the date  
1756 that is 365 days after the Latest Maturity Date in effect at the time of the issuance thereof and (B) provide  
1757 holders thereunder with any rights upon the occurrence of a “change of control” event prior to the  
1758 repayment of the Obligations and termination of the Commitments under the Loan Documents, (b) with  
1759 respect to which Holdings has delivered a notice to the Administrative Agent that it has issued preferred  
1760 stock or preferred Equity Interest in lieu of incurring (x) Permitted Acquisition Subordination Notes or (y)  
1761 Indebtedness permitted by ~~clause (xii) under~~ Section 6.01(a)(xii), with such notice specifying to which of  
1762 such Indebtedness such preferred stock or preferred Equity Interest applies; provided that (i) the aggregate  
1763 liquidation value of all such preferred stock or preferred Equity Interest issued pursuant to this clause (b)  
1764 shall not exceed at any time the dollar limitation related to the applicable Indebtedness hereunder, less the  
1765 aggregate principal amount of such Indebtedness then outstanding and (ii) the terms of such preferred  
1766 stock or preferred Equity Interests (x) shall provide that upon a default thereof, the remedies of the  
1767 holders thereof shall be limited to the right to additional representation on the board of directors of  
1768 Holdings and (y) shall otherwise be no less favorable to the Lenders, in the aggregate, than the terms of  
1769 the applicable Indebtedness or (c) having an aggregate initial liquidation value not to exceed \$25,000,000;  
1770 provided that the terms of such preferred stock or preferred Equity Interests shall provide that upon a  
1771 default thereof, the remedies of the holders thereof shall be limited to the right to additional representation  
1772 on the board of directors of Holdings.

1773 “Qualifying Lender” means:

1774 (a) a Revolving Lender (other than a Lender within clause (b) of the definition of  
1775 Qualifying Lender) which is beneficially entitled to interest payable to that Lender in respect of  
1776 an advance under a Loan Document and is:

1777 (i) a Lender:

1778 (A) that is a bank (as defined for the purpose of section 879 of the  
1779 ITA) making an advance under a Loan Document and is within the charge to United  
1780 Kingdom corporation tax as respects any payments of interest made in respect of that  
1781 advance or would be within such charge as respects such payments apart from section  
1782 18A of the CTA; or

1783 (B) in respect of an advance under a Loan Document by a person  
1784 that was a bank (as defined for the purpose of section 879 of the ITA) at the time that  
1785 such advance under a Loan Document was made and within the charge to United  
1786 Kingdom corporation tax as respects any payments of interest made in respect of that  
1787 advance; or

1788 (ii) a Lender which is:

1789 (A) a company resident in the United Kingdom for United  
1790 Kingdom Tax purposes;

1791 (B) a partnership, each member of which is:

1792 (1) a company so resident in the United Kingdom; or

1793 (2) a company not so resident in the United Kingdom  
1794 which carries on a trade in the United Kingdom through a permanent  
1795 establishment and which brings into account in computing its  
1796 chargeable profits (within the meaning of section 19 of the CTA) the  
1797 whole of any share of interest payable in respect of that advance that  
1798 falls to it by reason of Part 17 of the CTA; or

1799 (C) a company not so resident in the United Kingdom which  
1800 carries on a trade in the United Kingdom through a permanent establishment and which  
1801 brings into account interest payable in respect of that advance in computing the  
1802 chargeable profits (within the meaning of section 19 of the CTA) of that company; or

1803 (iii) a Treaty Lender; or

1804 (b) a Revolving Lender that is a building society (as defined for the purposes of  
1805 section 880 of the ITA) making an advance.

1806 “Quotation Day” means with respect to the determination of the Adjusted LIBO Rate for  
1807 any Interest Period for Eurocurrency Loans, the day on which quotations would ordinarily be given by  
1808 prime banks in the London interbank market for deposits in such currency for delivery on the first day of  
1809 such Interest Period for such Interest Period; provided, that if quotations would ordinarily be given on  
1810 more than one date, the Quotation Day for such Interest Period shall be the last of such dates. On the  
1811 Restatement Date, the Quotation Day in respect of any Interest Period (i) for dollars is customarily the  
1812 day which is two Business Days prior to the first day of such Interest Period, (ii) for Euros is customarily  
1813 the day which is two TARGET Days prior to the first day of such Interest Period and (iii) for Pounds  
1814 Sterling and ~~Australian Dollars~~ is customarily the day which is the first day of such Interest Period.

1815 “Receivables Fees” means distributions or payments made directly or by means of  
1816 discounts with respect to any participation interests issued or sold in connection with, and all other fees  
1817 paid to a Person that is a Subsidiary in connection with, any Permitted Receivables Financing or Specified  
1818 Vendor Receivables Financing.

1819 “Receivables Purchase Agreement” means (a) the Amended and Restated Receivables  
1820 Purchase Agreement dated as of December 29, 2009 among the Receivables Subsidiary, Holdings and the  
1821 Subsidiaries party thereto, related to the Permitted Receivables Financing, as may be amended,  
1822 supplemented or otherwise modified to the extent permitted by Section 6.11 and (b) any agreement  
1823 replacing such Receivables Purchase Agreement; provided that (subject to the proviso below) the  
1824 aggregate amount of all receivables financings pursuant to the Receivables Purchase Agreement shall not  
1825 exceed \$75,000,000 at any time outstanding; provided further that such replacing agreement contains  
1826 terms that are substantially similar to such Receivables Purchase Agreement and that are otherwise no  
1827 more adverse to the Lenders than the applicable terms of such Receivables Purchase Agreement; provided  
1828 further that the aggregate amount of all receivables financings pursuant to the Receivables Purchase  
1829 Agreement shall not exceed \$125,000,000 at any time outstanding.

1830 “Receivables Subsidiary” means TSPC, Inc., a Nevada corporation.

1831 “Receivables Transfer Agreement” means (a) the Receivables Transfer Agreement dated  
1832 as of the December 29, 2009, among the Receivables Subsidiary, Holdings and the purchasers party  
1833 thereto, relating to the Permitted Receivables Financing, as may be amended, supplemented or otherwise  
1834 modified to the extent permitted by Section 6.11 and (b) any agreement replacing such Receivables  
1835 Transfer Agreement, provided that such replacing agreement contains terms that are substantially similar  
1836 to such Receivables Transfer Agreement and that are otherwise no more adverse to the Lenders than the  
1837 applicable terms of such Receivables Transfer Agreement.

1838 “Register” has the meaning assigned to such term in Section 10.04(c).

1839 “Regulation U” shall mean Regulation U of the Board as from time to time in effect and  
1840 all official rulings and interpretations thereunder or thereof.

1841 “Regulation X” shall mean Regulation X of the Board as from time to time in effect and  
1842 all official rulings and interpretations thereunder or thereof.

1843 “Related Parties” means, with respect to any specified Person, such Person’s Affiliates  
1844 and the respective directors, officers, employees, agents, trustees and advisors of such Person and of such  
1845 Person’s Affiliates.

1846 “Release” means any release, spill, emission, leaking, dumping, injection, pouring,  
1847 deposit, disposal, discharge, dispersal, leaching or migration into or through the environment (including  
1848 ambient air, surface water, groundwater, land surface or subsurface strata) or within any building,  
1849 structure, facility or fixture.

1850 ~~“Replaced Term Loans” has the meaning assigned to such term in Section 10.02(d).~~

1851 “Replaced Revolving Facility” has the meaning assigned to such term in Section  
1852 10.02(d).

1853 “Replacement Revolving Facility Amendment” means that certain Replacement  
1854 Revolving Facility Amendment, dated as of ~~June 30~~September 20, 20152017.



1855 “Replacement Revolving Facility” has the meaning assigned to such term in Section  
1856 10.02(d).

1857 ~~“Replacement Term Loans” has the meaning assigned to such term in Section 10.02(d).~~

1858 “Required Lenders” means, at any time, Lenders having Revolving Exposures, ~~Term~~  
1859 ~~Loans~~ and unused Commitments representing more than 50% of the sum of the total Revolving  
1860 Exposures, ~~outstanding Term Loans~~ and unused Commitments at such time.

1861 “Reset Date” has the meaning assigned to such term in Section 2.25(a).

1862 “Restatement Date” means the date on which the conditions precedent set forth in Section  
1863 4.04 have been satisfied, which date is ~~June 30~~ September 20, 2015 ~~2017~~.

1864 ~~“Restatement Date Dividend” has the meaning assigned to such term in Section~~  
1865 ~~6.01(a)(xxi).~~

1866 “Restricted Indebtedness” means Indebtedness of Holdings, the Parent Borrower or any  
1867 Subsidiary, the payment, prepayment, redemption, repurchase or defeasance of which is restricted under  
1868 Section 6.08(b).

1869 “Restricted Payment” means any dividend or other distribution (whether in cash,  
1870 securities or other property) with respect to any Equity Interests in Holdings, the Parent Borrower or any  
1871 Subsidiary (including the Receivables Subsidiary), or any payment (whether in cash, securities or other  
1872 property), including any sinking fund or similar deposit, on account of the purchase, redemption,  
1873 retirement, acquisition, cancelation or termination of any Equity Interests in Holdings, the Parent  
1874 Borrower or any Subsidiary (including the Receivables Subsidiary) or any option, warrant or other right  
1875 to acquire any such Equity Interests in Holdings, the Parent Borrower or any Subsidiary (including the  
1876 Receivables Subsidiary).

1877 ~~“Retained Percentage” means, with respect to any Excess Cash Flow Period, (a) 100%~~  
1878 ~~minus (b) the ECF Percentage with respect to such Excess Cash Flow Period.~~

1879 “Revolving Availability Period” means the period from and including the Restatement  
1880 Date to but excluding the earlier of the Revolving Maturity Date and the date of termination of the  
1881 Revolving Commitments.

1882 “Revolving Commitment” means, with respect to each Revolving Lender, the  
1883 commitment of such Revolving Lender to make Revolving Loans and to acquire participations in Letters  
1884 of Credit, Swingline Loans and Foreign Currency Loans hereunder, expressed as an amount representing  
1885 the maximum aggregate amount of such Revolving Lender’s Revolving Exposure hereunder, as such  
1886 commitment may be (a) reduced from time to time pursuant to Section 2.08, (b) reduced or increased  
1887 from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04 and (c)  
1888 increased or assumed pursuant to an Incremental Facility Agreement. The amount of each Revolving  
1889 Lender’s Revolving Commitment as of the Restatement Date is set forth on Schedule 2.01 or in the  
1890 Assignment and Assumption or the Incremental Facility Agreement pursuant to which such Revolving  
1891 Lender shall have assumed its Revolving Commitment, as applicable. The initial aggregate amount of the  
1892 Lenders’ Revolving Commitments on the Restatement Date is ~~\$500,000,000~~ \$300,000,000.

1893 “Revolving Exposure” means, with respect to any Revolving Lender at any time, the sum  
1894 of (a) the aggregate outstanding principal amount of Revolving Loans (other than Foreign Currency

1895 Loans) held by such Lender, (b) the LC Exposure of such Lender, (c) the Swingline Exposure of such  
1896 Lender and (d) such Lender's Applicable Percentage of the Dollar Equivalent of the aggregate principal  
1897 amount of Foreign Currency Loans outstanding at such time.

1898 "Revolving Lender" means a Lender with a Revolving Commitment or, if the Revolving  
1899 Commitments have terminated or expired, a Lender with Revolving Exposure.

1900 "Revolving Lender Parent" means, with respect to any Revolving Lender, any Person in  
1901 respect of which such Lender is a subsidiary.

1902 "Revolving Loan" means any Loan made by a Revolving Lender pursuant to Section  
1903 2.01(a)(iii) or 2.01(a)(iv).

1904 "Revolving Maturity Date" means ~~June 30~~ September 20, 2020 ~~2022~~.

1905 "RP Period" has the meaning assigned to such term in Section 6.08(a)(viii).

1906 "S&P" means Standard & Poor's Financial Services LLC, or any successor thereto.

1907 "Sanctioned Country" means, at any time, a country, region or territory which is itself the  
1908 subject or target of any Sanctions (as of the Restatement Date, the Crimea region of Ukraine, Cuba, Iran,  
1909 North Korea, Sudan and Syria).

1910 "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related  
1911 list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of  
1912 the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European  
1913 Union or, any European Union member state, the United Kingdom or other relevant sanctions authority,  
1914 (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or  
1915 controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

1916 "Sanctions" means economic or financial sanctions or trade embargoes imposed,  
1917 administered or enforced from time to time by (a) the U.S. government, including those administered by  
1918 the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of  
1919 State or (b) the United Nations Security Council, the European Union, any European Union member state  
1920 or, Her Majesty's Treasury of the United Kingdom or other relevant sanctions authority.

1921 "Screen Rate" has the meaning assigned to such term in the definition of "LIBO Rate".

1922 "Secured Parties" has the meaning assigned to such term in the Security Agreement.

1923 "Security Agreement" means the Security Agreement, substantially in the form of Exhibit  
1924 H, among Holdings, the Parent Borrower, the Subsidiary Loan Parties party thereto and the Collateral  
1925 Agent for the benefit of the Secured Parties.

1926 "Security Documents" means the Security Agreement, the Pledge Agreement, the  
1927 Mortgages, the Mortgage Amendments, the Guarantee Agreement, the Indemnity, Subrogation and  
1928 Contribution Agreement, each Foreign Security Document entered into pursuant to Section 2.20 and  
1929 Section 4.03 and each other security agreement or other instrument or document executed and delivered  
1930 pursuant to Section 5.12 or 5.13 to secure any of the Obligations.

1931 "Senior Indebtedness" means Total Indebtedness less Subordinated Debt.

1932 “Senior Secured Indebtedness” means Senior Indebtedness that is secured by a Lien on  
1933 any asset of Holdings, the Parent Borrower or any of its Subsidiaries.

1934 “Senior Secured Net Leverage Ratio” means, on any date, the ratio of (a) (i) Senior  
1935 Secured Indebtedness as of such date less (ii) the aggregate amount ~~(in excess of \$10,000,000 (but not to~~  
1936 ~~exceed \$100,000,000) of domestic~~ the sum of (x) 100% of the unrestricted cash and ~~domestic~~ unrestricted  
1937 Permitted Investments of the Parent Borrower and its Domestic Subsidiaries as of such date and (y) 70%  
1938 of the unrestricted cash and unrestricted Permitted Investments of Foreign Subsidiaries as of such date to  
1939 (b) Consolidated EBITDA for the period of four consecutive fiscal quarters of Holdings ended on such  
1940 date (or, if such date is not the last day of a fiscal quarter, ended on the last day of the fiscal quarter of  
1941 Holdings most recently ended prior to such date for which financial statements are available).

1942 “Series” has the meaning assigned to such term in Section 2.21(b).

1943 “Significant Investment” means any acquisition by the Parent Borrower or a Subsidiary  
1944 of more than 50% (but less than 100%) of the Equity Interests in a Person (such Person, the “Subject  
1945 Person”), so long as such acquisition is permitted by Section 6.04.

1946 “Specified Obligations” means ~~Obligations consisting of the principal and interest on~~  
1947 ~~Loans, reimbursement obligations in respect of LC Disbursements and fees.~~

1948 “Similar Business” means any business (a) the majority of whose revenues are derived  
1949 from business or activities conducted by the Parent Borrower and its Subsidiaries on the Restatement  
1950 Date, (b) that is a natural outgrowth or reasonable extension, development, expansion of any business or  
1951 activities conducted by the Parent Borrower and its Subsidiaries on the Restatement Date or any business  
1952 similar, reasonably related, incidental, complementary or ancillary to any of the foregoing and (c) any  
1953 business that in the Parent Borrower’s good faith business judgment constitutes a reasonable  
1954 diversification of businesses conducted by the Parent Borrower and its Subsidiaries.

1955 “Specified Time” means ~~in respect of Loans denominated in (a) Australian Dollars, 11:00~~  
1956 ~~a.m., Sydney time and (b) any currency other than Australian Dollars, 11:00 a.m., London time.~~

1957 “Specified Vendor Receivables Financing” means the sale by the Parent Borrower and  
1958 certain Subsidiaries (other than Foreign Subsidiaries) of accounts receivable to one or more financial  
1959 institutions pursuant to third-party financing agreements in transactions constituting “true sales”; provided  
1960 that the aggregate amount of all such receivables financings shall not exceed \$75,000,000 at any time  
1961 outstanding.

1962 “Specified Vendor Receivables Financing Documents” means all documents and  
1963 agreements relating to Specified Vendor Receivables Financing.

1964 “Statutory Reserve Rate” means a fraction (expressed as a decimal), the numerator of  
1965 which is the number one and the denominator of which is the number one minus the aggregate of the  
1966 maximum reserve percentages (including any marginal, special, emergency or supplemental reserves)  
1967 expressed as a decimal established by the Board to which the Administrative Agent is subject with respect  
1968 to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as “Eurocurrency Liabilities”  
1969 in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such  
1970 Regulation D. Eurocurrency Loans shall be deemed to constitute eurocurrency funding and to be subject  
1971 to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be  
1972 available from time to time to any Lender under any applicable law, rule or regulation. The Statutory

1973 Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve  
1974 percentage.

1975 “Subject Person” has the meaning assigned to such term in the definition of “Significant  
1976 Investment.”

1977 “Subordinated Debt” means any subordinated Indebtedness of Holdings, the Parent  
1978 Borrower or any Subsidiary.

1979 “subsidiary” means, with respect to any Person (the “parent”) at any date, any  
1980 corporation, limited liability company, partnership, association or other entity the accounts of which  
1981 would be consolidated with those of the parent in the parent’s consolidated financial statements if such  
1982 financial statements were prepared in accordance with GAAP as of such date, as well as any other  
1983 corporation, limited liability company, partnership, association or other entity (a) of which securities or  
1984 other ownership interests representing more than 50% of the ordinary voting power or, in the case of a  
1985 partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or  
1986 held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the  
1987 parent or by the parent and one or more subsidiaries of the parent.

1988 “Subsidiary” means any subsidiary of the Parent Borrower or Holdings, as the context  
1989 requires, including the ~~Subsidiary Term Borrowers and the Foreign Subsidiary Borrowers~~. Unless  
1990 expressly otherwise provided, the term “Subsidiary” shall not include the Receivables Subsidiary.

1991 “Subsidiary Loan Party” means (a) any Subsidiary that is not a Foreign Subsidiary (other  
1992 than (i) the Foreign Subsidiary Borrowers, (ii) any CFC, (iii) any CFC Holdco and (iv) any U.S. Holdco)  
1993 that executes the documents required by clause (a)(i) or (a)(ii), as applicable, of the Collateral and  
1994 Guarantee Requirement; and (b) any ~~Subsidiary Term Borrower and~~ (c) any Foreign Subsidiary Borrower  
1995 and any other Foreign Subsidiary that executes a guarantee agreement pursuant to paragraph (c) of the  
1996 Foreign Security Collateral and Guarantee Requirement.

1997 “~~Subsidiary Term Borrowers~~” means each direct or indirect wholly owned domestic  
1998 subsidiary of the Parent Borrower listed on the signature page hereof.

1999 “Swap” means any agreement, contract, or transaction that constitutes a “swap” within  
2000 the meaning of section 1a(47) of the Commodity Exchange Act.

2001 “Swap Obligation” means, with respect to any person, any obligation to pay or perform  
2002 under any Swap.

2003 “Swingline Exposure” means, at any time, the aggregate principal amount of all  
2004 Swingline Loans outstanding at such time. The Swingline Exposure of any Revolving Lender at any time  
2005 shall be (a) its Applicable Percentage of the total Swingline Exposure at such time related to Swingline  
2006 Loans other than any Swingline Loans made by such Lender in its capacity as a Swingline Lender and (b)  
2007 if such Lender shall be a Swingline Lender, the principal amount of all Swingline Loans made by such  
2008 Lender outstanding at such time (to the extent that the other Revolving Lenders shall not have funded  
2009 their participations in such Swingline Loans).

2010 “Swingline Lender” means either JPMCB, in its capacity as lender of Swingline Loans  
2011 hereunder, ~~Comerica Bank, in its capacity as lender of Swingline Loans hereunder~~, or any additional  
2012 Swingline Lender designated pursuant to Section 10.02(d), as the case may be. References herein and in

2013 the other Loan Documents to the Swingline Lender shall be deemed to refer to the Swingline Lender in  
2014 respect of the applicable Swingline Loan or to all Swingline Lenders, as the context requires.

2015 “Swingline Loan” means a Loan made pursuant to Section 2.04.

2016 “Syndication Agents” means the Co-Syndication Agents identified on the cover page of  
2017 this Agreement.

2018 “Synthetic Purchase Agreement” means any swap, derivative or other agreement or  
2019 combination of agreements pursuant to which Holdings, the Parent Borrower or a Subsidiary is or may  
2020 become obligated to make (i) any payment (other than in the form of Equity Interests in Holdings) in  
2021 connection with a purchase by a third party from a Person other than Holdings, the Parent Borrower or a  
2022 Subsidiary of any Equity Interest or Restricted Indebtedness or (ii) any payment (other than on account of  
2023 a permitted purchase by it of any Equity Interest or any Restricted Indebtedness) the amount of which is  
2024 determined by reference to the price or value at any time of any Equity Interest or Restricted  
2025 Indebtedness; provided that phantom stock or similar plans providing for payments only to current or  
2026 former directors, officers, consultants, advisors or employees of Holdings, the Parent Borrower or the  
2027 Subsidiaries (or to their heirs or estates) shall not be deemed to be Synthetic Purchase Agreements.

2028 “TARGET Day” means any day on which (i) TARGET2 is open for settlement of  
2029 payments in Euro and (ii) banks are open for dealings in deposits in Euro in the London interbank market.

2030 “TARGET2” means the Trans-European Automated Real-time Gross Settlement Express  
2031 Transfer payment system which utilizes a single shared platform and which was launched on November  
2032 19, 2007.

2033 “Tax Confirmation” means a confirmation by a Lender that the person beneficially  
2034 entitled to interest payable to that Lender in respect of an advance under a Loan Document is either:

2035 (a) a company resident in the United Kingdom for United Kingdom Tax purposes; or

2036 (b) a partnership each member of which is:

2037 (i) a company so resident in the United Kingdom; or

2038 (ii) a company not so resident in the United Kingdom which carries on a  
2039 trade in the United Kingdom through a permanent establishment and which brings into  
2040 account in computing its chargeable profits (within the meaning of section 19 of the  
2041 CTA) the whole of any share of interest payable in respect of that advance that falls to it  
2042 by reason of Part 17 of the CTA; or

2043 (c) a company not so resident in the United Kingdom which carries on a trade in the  
2044 United Kingdom through a permanent establishment and which brings into account interest  
2045 payable in respect of that advance in computing the chargeable profits (within the meaning of  
2046 section 19 of the CTA) of that company.

2047 “Taxes” means any and all present or future taxes (of any nature whatsoever), levies,  
2048 imposts, duties, deductions, charges or withholdings (including backup withholding) imposed by any  
2049 Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

2050 ~~“Term Borrowers” means the Parent Borrower and the Subsidiary Term Borrowers.~~

2051 ~~“Term Commitment” means a Tranche A Term Commitment or an Incremental Term~~  
2052 ~~Commitment of any Series.~~

2053 ~~“Term Lender” means a Lender with outstanding Term Loans or a Term Commitment.~~

2054 ~~“Term Loan” means a Tranche A Term Loan or an Incremental Term Loan of any Series.~~

2055 ~~“Term Loan Obligations” has the meaning assigned to such term in Section 10.15(a).~~

2056 ~~“Total Indebtedness” means, as of any date, the sum of, without duplication, (a) the~~  
2057 ~~aggregate principal amount of Indebtedness of Holdings, the Parent Borrower and the Subsidiaries~~  
2058 ~~outstanding as of such date, in the amount that would be reflected on a balance sheet prepared as of such~~  
2059 ~~date on a consolidated basis in accordance with GAAP, plus (b) the aggregate “Net Investment” as~~  
2060 ~~defined in Annex A to the Receivables Transfer Agreement, plus (c) the aggregate principal amount of~~  
2061 ~~Indebtedness of Holdings, the Parent Borrower and the Subsidiaries outstanding as of such date that is not~~  
2062 ~~required to be reflected on a balance sheet in accordance with GAAP, determined on a consolidated basis;~~  
2063 ~~provided that, for purposes of clause (c) above, the term “Indebtedness” shall not include (i) contingent~~  
2064 ~~obligations of Holdings, the Parent Borrower or any Subsidiary as an account party in respect of any letter~~  
2065 ~~of credit or letter of guaranty unless, without duplication, such letter of credit or letter of guaranty~~  
2066 ~~supports an obligation that constitutes Indebtedness and (ii) Indebtedness described in Section 6.01(a)(xi).~~

2067 ~~“Total Net Leverage Ratio” means, on any date, the ratio of (a) (i) Total Indebtedness as~~  
2068 ~~of such date less (ii) the aggregate amount in excess of \$10,000,000 (but not to exceed \$100,000,000) of~~  
2069 ~~the sum of (x) 100% of the unrestricted cash and unrestricted Permitted Investments of the Parent~~  
2070 ~~Borrower and its Domestic Subsidiaries as of such date and (y) 70% of the unrestricted cash and~~  
2071 ~~unrestricted Permitted Investments of Foreign Subsidiaries as of such date to (b) Consolidated EBITDA~~  
2072 ~~for the period of four consecutive fiscal quarters of Holdings ended on such date (or, if such date is not~~  
2073 ~~the last day of a fiscal quarter, ended on the last day of the fiscal quarter of Holdings most recently ended~~  
2074 ~~prior to such date for which financial statements are available).~~

2075 ~~“Tranche A Maturity Date” means June 30, 2020.~~

2076 ~~“Tranche A Term Commitment” means, with respect to each Lender, the commitment, if~~  
2077 ~~any, of such Lender to make a Tranche A Term Loan hereunder on the Restatement Date, expressed as an~~  
2078 ~~amount representing the maximum principal amount of the Tranche A Term Loan to be made by such~~  
2079 ~~Lender hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.08~~  
2080 ~~and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to~~  
2081 ~~Section 10.04. The amount of each Lender’s Tranche A Term Commitment on the Restatement Date is~~  
2082 ~~the amount of its “New Term Loan Commitment” as defined in the Replacement Facility Amendment.~~  
2083 ~~The initial aggregate amount of the Lenders’ Tranche A Term Commitments on the Restatement Date is~~  
2084 ~~\$275,000,000.~~

2085 ~~“Tranche A Term Lender” means a Lender with a Tranche A Term Commitment or an~~  
2086 ~~outstanding Tranche A Term Loan.~~

2087 ~~“Tranche A Term Loan” means a Loan made pursuant to Section 2.01(a)(i).~~

2088 ~~“Transactions” means, collectively, (a) the execution and delivery of the Replacement~~  
2089 ~~Revolving Facility Amendment and the amendment of the Existing Credit Agreement effected thereby,~~

2090 (b) the ~~borrowing or repayment in full of the Existing Term Loans in an aggregate principal amount of~~  
2091 ~~\$275,000,000 and~~, (c) the establishment of revolving commitments in an aggregate amount of  
2092 ~~\$500,000,000~~ 300,000,000 hereunder and (ed) the payment of the fees and expenses payable in connection  
2093 with the foregoing.

2094 “Treaty” has the meaning assigned to such term in the definition of Treaty State.

2095 “Treaty Lender” means a Revolving Lender which:

2096 (a) is treated as a resident of a Treaty State for the purposes of the Treaty;

2097 (b) does not carry on a business in the United Kingdom through a permanent  
2098 establishment with which that Lender’s participation in any advance is effectively connected; and

2099 (c) meets all of the conditions in the Treaty that relate to the Lender for full  
2100 exemption from Taxes imposed by the United Kingdom on interest, subject to the completion of  
2101 procedural formalities.

2102 “Treaty State” means a jurisdiction having a double taxation agreement (a “Treaty”)  
2103 with the United Kingdom which makes provision for full exemption from Tax imposed by the United  
2104 Kingdom on interest.

2105 “Type,” when used in reference to any Loan or Borrowing, refers to whether the rate of  
2106 interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the  
2107 Adjusted LIBO Rate or the Alternate Base Rate.

2108 “UCP” means, with respect to any Letter of Credit, the Uniform Customs and Practice for  
2109 Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version  
2110 thereof as may be in effect at the time of issuance).

2111 “UK Borrower” means a Foreign Subsidiary Borrower which is incorporated in or  
2112 otherwise organized under the laws of England and Wales or which is resident for Tax purposes in  
2113 England and Wales.

2114 “UK Loan” means any Loan or other extension of credit (including any Letter of Credit)  
2115 made to a UK Borrower by a Revolving Lender.

2116 “UK Tax Deduction” has the meaning assigned to such term in Section 2.17(k).

2117 “U.S. Holdco” means any existing or future Domestic Subsidiary the Equity Interests of  
2118 which are held solely by Foreign Subsidiaries; provided that such existing or newly formed Subsidiary  
2119 shall not engage in any business or own any assets other than the ownership of Equity Interests in Foreign  
2120 Subsidiaries and intercompany obligations that are otherwise permitted hereunder.

2121 “U.S. Obligations” means any Obligations owing by the Parent Borrower ~~and any~~  
2122 ~~Subsidiary Term Borrower.~~

2123 “U.S. Person” means a “United States person” within the meaning of Section 7701(a)(30)  
2124 of the Code.

2125 “U.S. Tax Certificate” has the meaning assigned to such term in Section 2.17(f)(i)(D)(2).

2126 “Weighted Average Yield” means, as to any Indebtedness, the yield thereof (as  
2127 determined in the reasonable discretion of the Administrative Agent as described below and consistent  
2128 with generally accepted financial practices), whether in the form of interest rate, margin, original issue  
2129 discount, upfront fees, a LIBO Rate or Alternate Base Rate floor (with such increased amount being  
2130 equated to interest margins for purposes of determining any increase to the Applicable Rate), or  
2131 otherwise; provided that original issue discount and upfront fees shall be equated to interest rate assuming  
2132 a 4-year life to maturity (or, if less, the stated life to maturity at the time of incurrence of the applicable  
2133 Indebtedness); provided, further, that “Weighted Average Yield” shall not include arrangement fees,  
2134 structuring fees or underwriting or similar fees not generally paid to lenders in connection with such  
2135 Indebtedness.

2136 “Withdrawal Liability” means liability to a Multiemployer Plan as a result of a complete  
2137 or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of  
2138 Title IV of ERISA.

2139 “Write-Down and Conversion Powers” means, with respect to any EEA Resolution  
2140 Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time  
2141 under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion  
2142 powers are described in the EU Bail-In Legislation Schedule.

2143 SECTION 1.02 Classification of Loans and Borrowings. For purposes of this  
2144 Agreement, Loans may be classified and referred to by ~~Class (e.g., a “Revolving Loan” or a “Tranche A~~  
2145 ~~Term Loan”) or by Type (e.g., a “Eurocurrency Loan”) or by Class and Type (e.g., a “Eurocurrency~~  
2146 ~~Revolving Loan”). Borrowings also may be classified and referred to by ~~Class (e.g., a “Revolving~~  
2147 ~~Borrowing” or a “Tranche A Term Borrowing”) or by Type (e.g., a “Eurocurrency Borrowing”) or by~~  
2148 ~~Class and Type (e.g., a “Eurocurrency Revolving Borrowing”).~~~~

2149 SECTION 1.03 Terms Generally. The definitions of terms herein shall apply equally  
2150 to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun  
2151 shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes”  
2152 and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall  
2153 be construed to have the same meaning and effect as the word “shall.” Unless the context requires  
2154 otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall  
2155 be construed as referring to such agreement, instrument or other document as from time to time amended,  
2156 supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or  
2157 modifications set forth herein), (b) any reference herein to any Person shall be construed to include such  
2158 Person’s successors and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar  
2159 import, shall be construed to refer to this Agreement in its entirety and not to any particular provision  
2160 hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to  
2161 Articles and Sections of, and Exhibits and Schedules to, this Agreement; and (e) the words “asset” and  
2162 “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and  
2163 intangible assets and properties, including cash, securities, accounts and contract rights.

2164 SECTION 1.04 Accounting Terms; GAAP. Except as otherwise expressly provided  
2165 herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in  
2166 effect from time to time; provided that if the Parent Borrower notifies the Administrative Agent that the  
2167 Parent Borrower requests an amendment to any provision hereof to eliminate the effect of any change  
2168 occurring after the Restatement Date in GAAP or in the application thereof on the operation of such



2169 provision (or if the Administrative Agent notifies the Parent Borrower that the Required Lenders request  
2170 an amendment to any provision hereof for such purpose), regardless of whether any such notice is given  
2171 before or after such change in GAAP or in the application thereof, then such provision shall be interpreted  
2172 on the basis of GAAP as in effect and applied immediately before such change shall have become  
2173 effective until such notice shall have been withdrawn or such provision amended in accordance herewith.  
2174 Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used  
2175 herein shall be construed, and all computations of amounts and ratios referred to herein shall be made,  
2176 without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously  
2177 referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards  
2178 Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness  
2179 or other liabilities of Holdings, the Parent Borrower or any Subsidiary at “fair value,” as defined therein  
2180 and (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting  
2181 Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting  
2182 Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated  
2183 manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal  
2184 amount thereof.

2185 SECTION 1.05 Limited Conditionality Acquisition. For purposes of (i) determining  
2186 compliance with any provision of this Agreement or any other Loan Document which requires the  
2187 calculation of the Leverage Ratio, the Total Net Leverage Ratio or the Senior Secured Net Leverage  
2188 Ratio, (ii) determining compliance with representations, warranties, Defaults or Events of Default or (iii)  
2189 testing availability under baskets set forth in this Agreement or any other Loan Document (including  
2190 baskets measured as a percentage of Consolidated Total Assets or otherwise), in each case, in connection  
2191 with a Limited Conditionality Acquisition, at the option of the Parent Borrower (the Parent Borrower’s  
2192 election to exercise such option in connection with any Limited Conditionality Acquisition, an “LCT  
2193 Election”), the date of determination of whether any such action is permitted under this Agreement and  
2194 the other Loan Documents shall be deemed to be the date the Limited Conditionality Acquisition  
2195 Agreement is entered into (or, with respect to the incurrence of Indebtedness, at the option of the Parent  
2196 Borrower, the date of the Limited Conditionality Acquisition for which the proceeds will be used) (the  
2197 “LCT Test Date”), and if, after giving effect on a pro forma basis to the Limited Conditionality  
2198 Acquisition and the other transactions to be entered into in connection therewith as if they had occurred at  
2199 the beginning of the four most recently ended consecutive fiscal quarters of the Parent Borrower, the  
2200 Parent Borrower could have taken such action on the relevant LCT Test Date in compliance with such  
2201 representation, warranty, ratio or basket, such representation, warranty, ratio or basket shall be deemed to  
2202 have been complied with. For the avoidance of doubt, if the Parent Borrower has made an LCT Election  
2203 and any of the ratios or baskets for which compliance was determined or tested as of the LCT Test Date  
2204 are exceeded as a result of fluctuations in any such ratio or basket (including due to fluctuations in  
2205 Consolidated Total Assets of the Parent Borrower) at or prior to the consummation of the relevant  
2206 transaction or action, such baskets or ratios will not be deemed to have been exceeded as a result of such  
2207 fluctuations. If the Parent Borrower has made an LCT Election for any Limited Conditionality  
2208 Acquisition, then in connection with any subsequent calculation of ratios or baskets on or following the  
2209 relevant LCT Test Date and prior to the earlier of (i) the date on which such Limited Conditionality  
2210 Acquisition is consummated or (ii) the date that the applicable Limited Conditionality Acquisition  
2211 Agreement is terminated or expires without consummation of such Limited Conditionality Acquisition,  
2212 any such ratio or basket shall be calculated (a) on a pro forma basis assuming such Limited Conditionality  
2213 Acquisition and other transactions in connection therewith (including any incurrence of Indebtedness and  
2214 the use of proceeds thereof) have been consummated and (b) in the case of any such ratio or basket  
2215 related to Restricted Payments or prepayments of Indebtedness, calculated both pursuant to clause (a)  
2216 above and without giving effect to such Limited Conditionality Acquisition and other transactions in  
2217 connection therewith, with the calculation resulting in the most restrictive calculation (e.g., the highest

2218 Leverage Ratio) being the determinative calculation. Notwithstanding the foregoing, the amount of any  
2219 Incremental Commitments that may be incurred under clause (B) to the proviso of Section 2.21(a),  
2220 determined at the time of signing of definitive documentation with respect to, or giving of notice with  
2221 respect to, a Limited Conditionality Acquisition, may be recalculated, at the option of the Parent  
2222 Borrower, at the time of funding.

2223 SECTION 1.06 Ratio Calculations; Negative Covenant Classifications. (a) With  
2224 respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision  
2225 of any Loan Document that does not require compliance with a financial ratio or test (including the  
2226 Leverage Ratio, the Total Net Leverage Ratio and/or the Senior Secured Net Leverage Ratio, whether or  
2227 not specifically required to be determined on a pro forma basis) (any such amounts (which will include  
2228 any related “grower” component, the “Fixed Amounts”) substantially concurrently with any amounts  
2229 incurred or transactions entered into (or consummated) in reliance on a provision of such Loan Document  
2230 that requires compliance with a financial ratio or test (including the Leverage Ratio, the Total Net  
2231 Leverage Ratio and/or the Senior Secured Net Leverage Ratio, whether or not specifically required to be  
2232 determined on a pro forma basis) (any such amounts, the “Incurrence-Based Amounts”), it is understood  
2233 and agreed that the Fixed Amounts shall be disregarded in the calculation of the financial ratio or test  
2234 applicable to such Incurrence-Based Amounts. For the avoidance of doubt, all Indebtedness and Liens  
2235 substantially contemporaneously incurred will be included for purposes of determining compliance with  
2236 incurrence-based ratio tests outside of the debt and liens covenants.

2237 (b) If the Parent Borrower or its Subsidiaries enters into any revolving, delayed draw  
2238 or other committed debt facility, the Parent Borrower may elect to determine compliance of such debt  
2239 facility with the Indebtedness and Liens covenants of this Agreement on the date definitive loan  
2240 documents with respect thereto are executed by all parties thereto, assuming the full amount of such  
2241 facility is incurred (and any applicable Liens are granted) on such date, in lieu of determining such  
2242 compliance on any subsequent date (including any date on which Indebtedness is incurred pursuant to  
2243 such facility); provided that the full amount of such facility (and any applicable Liens that are granted in  
2244 respect thereof) shall be deemed to be outstanding for all purposes of subsequent testings of the same  
2245 baskets or exceptions (it being understood that any subsequent permanent reduction of outstanding  
2246 amounts (or, without duplication, committed amounts) in respect of such facility shall correspondingly  
2247 reduce the amount of such facility (and, if applicable, Liens) deemed outstanding.

2248 (c) Notwithstanding anything in this Agreement or any other Loan Document to the  
2249 contrary, any action or event permitted by this Agreement or the other Loan Documents need not be  
2250 permitted solely by reference to one provision permitting such action or event but may be permitted in  
2251 part by one such provision and in part by one or more other provisions of this Agreement and the other  
2252 Loan Documents.

2253 ARTICLE II

2254 The Credits

2255 SECTION 2.01 Commitments.

2256 (a) Subject to the terms and conditions set forth herein, ~~(i) each Tranche A Term~~  
2257 ~~Lender agrees to make a Tranche A Term Loan to the Parent Borrower on the Restatement Date in a~~  
2258 ~~principal amount not exceeding its Tranche A Term Commitment, (ii) each Revolving Lender agrees to~~  
2259 ~~make Revolving Loans in dollars to the Parent Borrower and the Foreign Subsidiary Borrowers, as the~~  
2260 ~~case may be, from time to time during the Revolving Availability Period in an aggregate principal amount~~  
2261

2262 at any one time outstanding that, when added (after giving effect to any application of proceeds of such  
2263 Revolving Loans to repay outstanding Swingline Loans) to such Lender's Revolving Exposure at such  
2264 time, does not exceed such Lender's Revolving Commitment, and (iii) each Foreign Currency Lender  
2265 agrees, with respect to any Foreign Currency Loan in a Foreign Currency for which it is designated a  
2266 Foreign Currency Lender, to make Foreign Currency Loans to the Parent Borrower or the Foreign  
2267 Subsidiary Borrowers, as the case may be, from time to time during the Revolving Availability Period;  
2268 provided that after giving effect to the requested Foreign Currency Loan (and after giving effect to any  
2269 application of proceeds of such Foreign Currency Loan pursuant to Section 2.04), (x) the Foreign  
2270 Currency Revolving Exposure of all Revolving Lenders does not exceed the Foreign Currency Sublimit,  
2271 (y) such Lender's Revolving Exposure at such time does not exceed the amount of such Lender's  
2272 Revolving Commitment and (z) the total Revolving Exposure at such time does not exceed the total  
2273 Revolving Commitments.

2274 (b) Within the foregoing limits and subject to the terms and conditions set forth  
2275 herein, the Parent Borrower and the Foreign Subsidiary Borrowers, as the case may be, may borrow,  
2276 prepay and reborrow Revolving Loans. ~~Amounts repaid or prepaid in respect of Term Loans may not be~~  
2277 ~~reborrowed.~~

## 2278 SECTION 2.02 Loans and Borrowings.

2279 (a) Each Loan (other than a Swingline Loan or a Foreign Currency Loan) shall be  
2280 made as part of a Borrowing consisting of Loans of the same ~~Class and Type~~ made by the Lenders ratably  
2281 in accordance with their respective Commitments ~~of the applicable Class~~. The failure of any Lender to  
2282 make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder;  
2283 provided that the Commitments of the Lenders are several and no Lender shall be responsible for any  
2284 other Lender's failure to make Loans as required.

2285 (b) Each Foreign Currency Loan shall be made as part of a Borrowing consisting of  
2286 Foreign Currency Loans denominated in the same Foreign Currency made by the applicable Foreign  
2287 Currency Lenders. With respect to any Borrowing of Foreign Currency Loans, the Foreign Currency  
2288 Loan of each applicable Foreign Currency Lender (other than the Fronting Lender) shall be in an amount  
2289 equal to its Applicable Percentage of such Borrowing and the Foreign Currency Loan of the Fronting  
2290 Lender shall be in an amount equal to the aggregate amount of such Borrowing less the amount of the  
2291 Foreign Currency Loans being made by other applicable Foreign Currency Lenders and comprising part  
2292 of such Borrowing.

2293 (c) Subject to Section 2.14, each Loan (other than a Swingline Loan or a Foreign  
2294 Currency Loan) shall be comprised entirely of ABR Loans or Eurocurrency Loans as the Parent Borrower  
2295 may request in accordance herewith. Each Swingline Loan shall be an ABR Loan and each Foreign  
2296 Currency Loan shall be a Eurocurrency Loan. Each Lender at its option may make any Loan or other  
2297 extension of credit hereunder by causing any domestic or foreign branch or Affiliate of such Lender to  
2298 make such Loan or other extension of credit; provided that any exercise of such option shall not affect the  
2299 obligation of the Parent Borrower, ~~a Subsidiary Term Borrower~~ or a Foreign Subsidiary Borrower, as the  
2300 case may be, to repay such Loan in accordance with the terms of this Agreement.

2301 (d) At the commencement of each Interest Period for any Eurocurrency Borrowing  
2302 in dollars, such Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and  
2303 not less than \$1,000,000; provided that a Eurocurrency Revolving Borrowing may be in an aggregate  
2304 amount that is equal to the amount that is required to finance the reimbursement of an LC Disbursement  
2305 made in respect of a Letter of Credit denominated in dollars for which a Foreign Subsidiary Borrower is

2306 the applicant or a co-applicant, as contemplated by Section 2.05(e). At the time that each ABR Revolving  
2307 Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of  
2308 \$500,000 and not less than \$1,000,000; provided that (i) an ABR Revolving Borrowing may be in an  
2309 aggregate amount that is equal to the entire unused balance of the total Revolving Commitments and (ii)  
2310 an ABR Revolving Borrowing may be in an aggregate amount that is equal to the amount that is required  
2311 to finance the reimbursement of an LC Disbursement made in respect of a Letter of Credit denominated in  
2312 dollars for which the Parent Borrower is the applicant or a co-applicant, as contemplated by Section  
2313 2.05(e). Each Borrowing of Foreign Currency Loans in a particular Foreign Currency shall be in a  
2314 minimum amount as set forth on the Administrative Schedule; provided that a Borrowing of Foreign  
2315 Currency Loans may be in an aggregate amount that is equal to the amount that is required to finance the  
2316 reimbursement of an LC Disbursement made in respect of a Letter of Credit denominated in an LC  
2317 Foreign Currency, as contemplated by Section 2.05(e). Each Swingline Loan shall be in an amount that is  
2318 an integral multiple of \$250,000 and not less than \$250,000. Borrowings of more than one Type ~~and~~  
2319 ~~Class~~ may be outstanding at the same time; provided that there shall not at any time be more than a total  
2320 of 12 Eurocurrency Borrowings in dollars outstanding. There shall be no more than six Borrowings of  
2321 Foreign Currency Loans outstanding at any time.

2322 (e) Notwithstanding any other provision of this Agreement, none of the Parent  
2323 Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower shall be entitled to  
2324 request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect  
2325 thereto would end after the Maturity Date applicable thereto.

2326 SECTION 2.03 Requests for Borrowings.

2327 (a) To request a ~~Tranche A Term Borrowing or~~ Revolving Borrowing (other than a  
2328 Borrowing of a Foreign Currency Loan), the Parent Borrower shall notify the Administrative Agent of  
2329 such request by telephone (i) in the case of a Eurocurrency Borrowing, not later than 12:00 noon, New  
2330 York City time, three Business Days before the date of the proposed Borrowing or (ii) in the case of an  
2331 ABR Borrowing, not later than 12:00 noon, New York City time, one Business Day before the date of the  
2332 proposed Borrowing; provided that any such notice of an ABR Revolving Borrowing to finance the  
2333 reimbursement of an LC Disbursement as contemplated by Section 2.05(e) may be given not later than  
2334 10:00 a.m., New York City time, on the date of the proposed Borrowing. Each such telephonic  
2335 Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy to  
2336 the Administrative Agent of a written Borrowing Request signed by the Parent Borrower. Each such  
2337 telephonic and written Borrowing Request shall specify the following information in compliance with  
2338 Section 2.02:

2339 (i) ~~whether the requested Borrowing is to be a Tranche A Term Borrowing, an~~  
2340 ~~Incremental Term Borrowing of a particular Series or a Revolving Borrowing;~~

2341 (i) [reserved];

2342 (ii) the aggregate amount of such Borrowing;

2343 (iii) the date of such Borrowing, which shall be a Business Day;

2344 (iv) whether such Borrowing is to be an ABR Borrowing or a Eurocurrency  
2345 Borrowing;

2346 (v) in the case of a Eurocurrency Borrowing, the initial Interest Period to be  
2347 applicable thereto, which shall be a period contemplated by the definition of the term “Interest  
2348 Period”; and

2349 (vi) the location and number of the Parent Borrower’s or the applicable Foreign  
2350 Subsidiary Borrower’s, as the case may be, account to which funds are to be disbursed, which  
2351 shall comply with the requirements of Section 2.06.

2352 If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR  
2353 Borrowing. If no Interest Period is specified with respect to any requested Eurocurrency Borrowing, then  
2354 the Parent Borrower shall be deemed to have selected an Interest Period of one month’s duration.  
2355 Promptly following receipt of a Borrowing Request in accordance with this Section 2.03(a), the  
2356 Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender’s  
2357 Loan to be made as part of the requested Borrowing.

2358 (b) To request a Foreign Currency Loan, the Parent Borrower shall notify the  
2359 Foreign Currency Agent of such request, not later than 12:00 noon, Local Time, four Business Days prior  
2360 to the date of the proposed Borrowing. Each such Borrowing Request shall be irrevocable and shall be  
2361 hand delivered or sent by telecopy to the Foreign Currency Agent and such Borrowing Request shall be  
2362 signed by the Parent Borrower. Each such written Borrowing Request shall specify the following  
2363 information in compliance with Section 2.02:

2364 (i) the amount of Foreign Currency Loans to be borrowed;

2365 (ii) the date of such Borrowing, which shall be a Business Day;

2366 (iii) the Foreign Currency in which such Foreign Currency Loans will be  
2367 denominated;

2368 (iv) the length of the initial Interest Period therefor; and

2369 (v) the location and number of the Parent Borrower’s or the applicable Foreign  
2370 Subsidiary Borrower’s, as the case may be, account to which funds are to be disbursed, which  
2371 shall comply with the requirements of Section 2.06.

2372 If no Interest Period is specified with respect to any requested Borrowing of Foreign Currency Loans,  
2373 then the Parent Borrower shall be deemed to have selected an Interest Period of three months’ duration.  
2374 Promptly following receipt of a Borrowing Request in accordance with this Section 2.03(b), the  
2375 Administrative Agent shall advise each applicable Foreign Currency Lender of the details thereof and of  
2376 the amount of such Lender’s Loan to be made as part of the requested Borrowing. On the date of each  
2377 Borrowing, each applicable Foreign Currency Lender will make the amount of its share of such  
2378 Borrowing available to the Foreign Currency Agent at the applicable office specified on the  
2379 Administrative Schedule, prior to the time specified on the Administrative Schedule for the relevant  
2380 Foreign Currency, in the relevant Foreign Currency in immediately available funds.

#### 2381 SECTION 2.04 Swingline Loans.

2382 (a) Subject to the terms and conditions set forth herein, from time to time during the  
2383 Revolving Availability Period, each Swingline Lender may, in its sole discretion, make Swingline Loans  
2384 in dollars to the Parent Borrower in an aggregate principal amount at any time outstanding that will not  
2385 result in (i) the Revolving Exposure of such Swingline Lender (in its capacity as a Revolving Lender)

2386 exceeding its Revolving Commitment then in effect, (ii) the aggregate principal amount of outstanding  
2387 Swingline Loans exceeding \$~~47,500,000~~40,000,000 or (iii) the sum of the total Revolving Exposures  
2388 exceeding the total Revolving Commitments; provided that no Swingline Lender shall be required to  
2389 make a Swingline Loan to refinance an outstanding Swingline Loan. On the earlier of the Revolving  
2390 Maturity Date and the last day of each month during the Revolving Availability Period, the Parent  
2391 Borrower shall repay any outstanding Swingline Loans. Within the foregoing limits and subject to the  
2392 terms and conditions set forth herein, the Parent Borrower may borrow, prepay and reborrow Swingline  
2393 Loans.

2394 (b) To request a Swingline Loan, the Parent Borrower shall notify the Administrative  
2395 Agent and the applicable Swingline Lender of such request by telephone (confirmed by telecopy), not  
2396 later than ~~12:00 noon~~1:00 p.m., New York City time, on the day of a proposed Swingline Loan. Each  
2397 such notice shall be irrevocable and shall specify the requested date (which shall be a Business Day) and  
2398 the amount of the requested Swingline Loan. If the applicable Swingline Lender agrees, in its discretion  
2399 to make the applicable Swingline Loan, such Swingline Lender shall make such Swingline Loan available  
2400 to the Parent Borrower by means of a credit to the general deposit account of the Parent Borrower with  
2401 such Swingline Lender (or, in the case of a Swingline Loan made to finance the reimbursement of an LC  
2402 Disbursement as provided in Section 2.05(e), by remittance to the Issuing Bank) by 3:00 p.m., New York  
2403 City time, on the requested date of such Swingline Loan. The Parent Borrower shall not request a  
2404 Swingline Loan if at the time of and immediately after giving effect to such request a Default has  
2405 occurred and is continuing.

2406 (c) [Reserved].

2407 (d) Any Swingline Lender may by written notice given to the Administrative Agent  
2408 not later than 12:00 noon, New York City time, on any Business Day require the Revolving Lenders to  
2409 acquire participations on such Business Day in all or a portion of its Swingline Loans outstanding. Such  
2410 notice shall specify the aggregate amount of Swingline Loans in which Revolving Lenders will  
2411 participate. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to  
2412 each Revolving Lender, specifying in such notice such Lender's Applicable Percentage of such Swingline  
2413 Loan or Loans. Each Revolving Lender hereby absolutely and unconditionally agrees, upon receipt of  
2414 notice as provided above, to pay to the Administrative Agent, for the account of the applicable Swingline  
2415 Lender, such Lender's Applicable Percentage of such Swingline Loan or Loans. Each Revolving Lender  
2416 acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this  
2417 paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever,  
2418 including the occurrence and continuance of a Default or reduction or termination of the Revolving  
2419 Commitments, and that each such payment shall be made without any offset, abatement, withholding or  
2420 reduction whatsoever (provided that such payment shall not cause such Revolving Lender's Revolving  
2421 Exposure to exceed such Revolving Lender's Revolving Commitment). Each Revolving Lender shall  
2422 comply with its obligation under this paragraph by wire transfer of immediately available funds, in the  
2423 same manner as provided in Section 2.06 with respect to Loans made by such Lender (and Section 2.06  
2424 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders), and the  
2425 Administrative Agent shall promptly pay to the applicable Swingline Lender the amounts so received by  
2426 it from the Revolving Lenders. The Administrative Agent shall notify the Parent Borrower of any  
2427 participations in any Swingline Loan of a Swingline Lender acquired pursuant to this paragraph, and  
2428 thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not  
2429 to such Swingline Lender. Any amounts received by any Swingline Lender from the Parent Borrower (or  
2430 other party on behalf of the Parent Borrower) in respect of a Swingline Loan after receipt by such  
2431 Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the  
2432 Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted

2433 by the Administrative Agent to the Revolving Lenders that shall have made their payments pursuant to  
2434 this paragraph and to such Swingline Lender, as their interests may appear. The purchase of  
2435 participations in a Swingline Loan pursuant to this paragraph shall not constitute a Loan and shall not  
2436 relieve the Parent Borrower of its obligation to repay such Swingline Loan or of any default in the  
2437 payment thereof.

2438 (e) If the maturity date shall have occurred in respect of any tranche of Revolving  
2439 Commitments at a time when another tranche or tranches of Revolving Commitments is or are in effect  
2440 with a longer maturity date, then on the earliest occurring maturity date all then outstanding Swingline  
2441 Loans shall be repaid in full on such date (and there shall be no adjustment to the participations in such  
2442 Swingline Loans as a result of the occurrence of such maturity date); provided, however, that if on the  
2443 occurrence of such earliest maturity date (after giving effect to any repayments of Revolving Loans and  
2444 any reallocation of Letter of Credit participations as contemplated in Section 2.05(k)), there shall exist  
2445 sufficient unutilized Extended Revolving Commitments so that the respective outstanding Swingline  
2446 Loans could be incurred pursuant to the Extended Revolving Commitments that will remain in effect after  
2447 the occurrence of such maturity date, then there shall be an automatic adjustment on such date of the  
2448 participations in such Swingline Loans and same shall be deemed to have been incurred solely pursuant to  
2449 the relevant Extended Revolving Commitments, and such Swingline Loans shall not be so required to be  
2450 repaid in full on such earliest maturity date.

2451 SECTION 2.05 Letters of Credit.

2452 (a) General. Subject to the terms and conditions set forth herein, the Parent  
2453 Borrower may request the issuance of Letters of Credit for its own account or the account of a Subsidiary  
2454 or any Foreign Subsidiary Borrower may request the issuance of Letters of Credit for its own account or  
2455 the account of a Subsidiary of such Foreign Subsidiary Borrower, in each case in a form reasonably  
2456 acceptable to the Administrative Agent and the Issuing Bank, at any time and from time to time during  
2457 the Revolving Availability Period (provided that the Parent Borrower or a Foreign Subsidiary Borrower,  
2458 as the case may be, shall be a co-applicant with respect to each Letter of Credit issued for the account of  
2459 or in favor of a Subsidiary that is not a Foreign Subsidiary Borrower). In the event of any inconsistency  
2460 between the terms and conditions of this Agreement and the terms and conditions of any form of letter of  
2461 credit application or other agreement submitted by the Parent Borrower or any Foreign Subsidiary  
2462 Borrower, as the case may be, to, or entered into by the Parent Borrower or any Foreign Subsidiary  
2463 Borrower, as the case may be, with, the Issuing Bank relating to any Letter of Credit, the terms and  
2464 conditions of this Agreement shall control. For the avoidance of doubt, the Existing Letters of Credit  
2465 shall continue to be Letters of Credit outstanding under this Agreement immediately after giving effect to  
2466 the Restatement Date.

2467 (b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To  
2468 request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding  
2469 Letter of Credit), the Parent Borrower or the applicable Foreign Subsidiary Borrower, as the case may be,  
2470 shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so  
2471 have been approved by the Issuing Bank) to the Issuing Bank and the Administrative Agent (reasonably  
2472 in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the  
2473 issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and  
2474 specifying (i) the date of issuance, amendment, renewal or extension (which shall be a Business Day), (ii)  
2475 the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this  
2476 Section) (iii) the currency in which such Letter of Credit is to be denominated (which currency shall be  
2477 dollars or an LC Foreign Currency), (iv) the amount of such Letter of Credit, (v) the name and address of  
2478 the beneficiary thereof and (vi) such other information as shall be necessary to prepare, amend, renew or

2479 extend such Letter of Credit. If requested by the Issuing Bank, the Parent Borrower or the applicable  
2480 Foreign Subsidiary Borrower, as the case may be, also shall submit a letter of credit application on the  
2481 Issuing Bank's standard form in connection with any request for a Letter of Credit. A Letter of Credit  
2482 shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or  
2483 extension of each Letter of Credit the Parent Borrower or the applicable Foreign Subsidiary Borrower, as  
2484 the case may be, shall be deemed to represent and warrant that), after giving effect to such issuance,  
2485 amendment, renewal or extension (i) the LC Exposure shall not exceed the LC Sublimit, (ii) the total  
2486 Revolving Exposures shall not exceed the total Revolving Commitments and (iii) if such Letter of Credit  
2487 is to be denominated in an LC Foreign Currency, the Foreign Currency Revolving Exposure of all  
2488 Revolving Lenders does not exceed the Foreign Currency Sublimit. Notwithstanding anything herein to  
2489 the contrary, Bank of America, N.A., in its capacity as an Issuing Bank, shall not be required to issue any  
2490 Letter of Credit denominated in an LC Foreign Currency, and no Issuing Bank shall be required to issue,  
2491 amend, renew or extend any Letter of Credit if, (i) after giving effect to such issuance, amendment,  
2492 renewal or extension the LC Exposure in respect of Letters of Credit issued by such Issuing Bank would  
2493 exceed ~~\$13,333,333~~15,000,000, (ii) any order, judgment or decree of any Governmental Authority or  
2494 arbitrator shall by its terms purport to enjoin or restrain the Issuing Bank from issuing the Letter of Credit,  
2495 (iii) any law applicable to the Issuing Bank or any request or directive (whether or not having the force of  
2496 law) from any Governmental Authority with jurisdiction over the Issuing Bank shall (x) prohibit, or  
2497 request that the Issuing Bank refrain from, the issuance of letters of credit generally or the Letter of Credit  
2498 in particular, (y) impose upon the Issuing Bank with respect to the Letter of Credit any restriction, reserve  
2499 or capital requirement not in effect on the Restatement Date and for which the Parent Borrower or any  
2500 applicable Foreign Subsidiary Borrower is not otherwise required to compensate the Issuing Bank  
2501 hereunder, or (z) impose upon the Issuing Bank any loss, cost or expense which was not applicable on the  
2502 Restatement Date, which the Issuing Bank in good faith deems material to it and which the Parent  
2503 Borrower or any applicable Foreign Subsidiary Borrower is not otherwise required to reimburse the  
2504 Issuing Bank hereunder, or (iv) the issuance of the Letter of Credit would violate one or more policies of  
2505 the Issuing Bank applicable to letters of credit generally.

2506 (c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of  
2507 business on the earlier of (i) the date one year after the date of the issuance of such Letter of Credit (or, in  
2508 the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date  
2509 that is five Business Days prior to the Revolving Maturity Date (or, at any time that there are any  
2510 Extended Revolving Commitments outstanding, the date that is five Business Days prior to the latest  
2511 maturity date in respect of such Extended Revolving Commitments).

2512 (d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter  
2513 of Credit increasing the amount thereof) and without any further action on the part of the Issuing Bank or  
2514 the Lenders, the Issuing Bank hereby grants to each Revolving Lender, and each Revolving Lender  
2515 hereby acquires from the Issuing Bank, a participation in such Letter of Credit equal to such Revolving  
2516 Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of  
2517 Credit. In consideration and in furtherance of the foregoing, each Revolving Lender hereby absolutely  
2518 and unconditionally agrees to pay to the Administrative Agent, for the account of the Issuing Bank, such  
2519 Revolving Lender's Applicable Percentage of each LC Disbursement (including the Dollar Equivalent of  
2520 any LC Disbursement made in an LC Foreign Currency) made by the Issuing Bank and not reimbursed by  
2521 the Parent Borrower or the applicable Foreign Subsidiary Borrower, as the case may be, on the date due  
2522 as provided in paragraph (e) of this Section, or of any reimbursement payment in respect of an LC  
2523 Disbursement (including the Dollar Equivalent of any LC Disbursement made in an LC Foreign  
2524 Currency) required to be refunded to the Parent Borrower or the applicable Foreign Subsidiary Borrower,  
2525 as the case may be, for any reason. Each Revolving Lender acknowledges and agrees that its obligation  
2526 to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and



2527 unconditional and shall not be affected by any circumstance whatsoever, including any amendment,  
2528 renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction  
2529 or termination of its Revolving Commitment or all Revolving Commitments, and that each such payment  
2530 shall be made without any offset, abatement, withholding or reduction whatsoever.

2531 (e) Reimbursement. If the Issuing Bank shall make any LC Disbursement in respect  
2532 of a Letter of Credit, the Parent Borrower or the applicable Foreign Subsidiary Borrower, as the case may  
2533 be, shall reimburse such LC Disbursement by paying to the Administrative Agent, in the same currency as  
2534 such LC Disbursement, an amount equal to such LC Disbursement, not later than 12:00 noon, New York  
2535 City time, on the Business Day immediately following the date that such LC Disbursement is made, if the  
2536 Parent Borrower or the applicable Foreign Subsidiary Borrower, as the case may be, shall have received  
2537 notice of such LC Disbursement prior to ~~10:00 a.m.~~ 3:00 p.m., New York City time or London time, on such  
2538 date, or, if such notice has not been received by the Parent Borrower or the applicable Foreign Subsidiary  
2539 Borrower, as the case may be, prior to such time on such date, then not later than 12:00 noon, New York  
2540 City time or London time, on the second Business Day immediately following the day that the Parent  
2541 Borrower or the applicable Foreign Subsidiary Borrower, as the case may be, receives such notice;  
2542 provided that (i) in the case of any such payment in respect of an LC Disbursement made in dollars, (A)  
2543 the Parent Borrower may, subject to the conditions to borrowing set forth herein, request in accordance  
2544 with Section 2.03 or 2.04 that such payment be financed with an ABR Borrowing in an equivalent amount  
2545 and, to the extent so financed, the Parent Borrower's obligation to make such payment shall be discharged  
2546 and replaced by the resulting ABR Revolving Loans or Swingline Loan and (B) such Foreign Subsidiary  
2547 Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section  
2548 2.03 that such payment be financed with a Eurocurrency Revolving Borrowing in an equivalent amount  
2549 and, to the extent so financed, such Foreign Subsidiary Borrower's obligation to make such payment in  
2550 respect of any LC Disbursement shall be discharged and replaced by the resulting Eurocurrency  
2551 Revolving Loans and (ii) in the case of any such payment in respect of an LC Disbursement made in an  
2552 LC Foreign Currency, the Parent Borrower or such Foreign Subsidiary Borrower, as the case may be,  
2553 may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that  
2554 such payment be financed with a Borrowing of Foreign Currency Loans in the same currency and in an  
2555 equivalent amount and, to the extent so financed, the obligation of the Parent Borrower or such Foreign  
2556 Subsidiary Borrower, as the case may be, to make such payment shall be discharged and replaced by the  
2557 resulting Foreign Currency Loans. If the Parent Borrower or the applicable Foreign Subsidiary Borrower,  
2558 as the case may be, fails to make such payment when due, the Administrative Agent shall notify each  
2559 Revolving Lender of the applicable LC Disbursement, the payment then due from the Parent Borrower or  
2560 the applicable Foreign Subsidiary Borrower, as the case may be, in respect thereof and such Lender's  
2561 Applicable Percentage thereof; provided that, notwithstanding anything to the contrary contained in this  
2562 Section 2.05, prior to demanding any reimbursement from the Revolving Lenders pursuant to this Section  
2563 2.05(e) in respect of any Letter of Credit denominated in an LC Foreign Currency, the Issuing Bank shall  
2564 convert the obligations of the Parent Borrower or applicable Foreign Subsidiary Borrower, as the case  
2565 may be, under this Section 2.05(e) to reimburse the Issuing Bank in such currency into an obligation to  
2566 reimburse the Issuing Bank in dollars and the dollar amount of the reimbursement obligation of the Parent  
2567 Borrower or applicable Foreign Subsidiary Borrower, as the case may be, shall be computed by the  
2568 Issuing Bank based upon the Exchange Rate in effect for the day on which such conversion occurs, as  
2569 determined by the Administrative Agent in accordance with the terms hereof and specified in such notice  
2570 to the Revolving Lenders demanding reimbursement; provided, further, that after such conversion, the  
2571 reimbursement obligations of the Parent Borrower or applicable Foreign Subsidiary Borrower, as the case  
2572 may be, in respect of the applicable Letter of Credit denominated in an LC Foreign Currency shall be  
2573 payable in dollars based upon the Exchange Rate in effect for the day on which such conversion occurs,  
2574 as determined in accordance with the terms hereof. Promptly following receipt of such notice, each  
2575 Lender shall pay to the Administrative Agent its Applicable Percentage of the unreimbursed LC

2576 Disbursement in the same manner as provided in Section 2.06 with respect to Loans made by such Lender  
2577 (and Section 2.06 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders),  
2578 and the Administrative Agent shall promptly pay to the Issuing Bank the amounts so received by it from  
2579 the Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from the  
2580 Parent Borrower or the applicable Foreign Subsidiary Borrower, as the case may be, pursuant to this  
2581 paragraph, the Administrative Agent shall distribute such payment to the Issuing Bank or, to the extent  
2582 that Revolving Lenders have made payments pursuant to this paragraph to reimburse the Issuing Bank,  
2583 then distribute such payment to such Lenders and the Issuing Bank as their interests may appear. Any  
2584 payment made by a Revolving Lender pursuant to this paragraph to reimburse the Issuing Bank for any  
2585 LC Disbursement (other than the funding of ABR Revolving Loans, Eurocurrency Revolving Loans,  
2586 Foreign Currency Loans or a Swingline Loan as contemplated above) shall not constitute a Loan and shall  
2587 not relieve the Parent Borrower or the applicable Foreign Subsidiary Borrower, as the case may be, of its  
2588 obligation to reimburse such LC Disbursement.

2589 (f) Obligations Absolute. The obligation of the Parent Borrower or any Foreign  
2590 Subsidiary Borrower to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be  
2591 absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of  
2592 this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or  
2593 enforceability of any Letter of Credit or this Agreement, or any term or provision therein or herein, (ii)  
2594 any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid  
2595 in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the  
2596 Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not  
2597 comply with the terms of such Letter of Credit (including honor of a demand for payment presented  
2598 electronically even if such Letter of Credit requires that demand be in the form of a draft), (iv) waiver by  
2599 the Issuing Bank of any requirement that exists for the Issuing Bank's protection and not the protection of  
2600 the Parent Borrower or any applicable Foreign Subsidiary Borrower, or any waiver by the Issuing Bank  
2601 which does not in fact materially prejudice the Parent Borrower or any applicable Foreign Subsidiary  
2602 Borrower, (v) any payment made by the Issuing Bank in respect of an otherwise complying item  
2603 presented after the date specified as the expiration date of, or the date by which documents must be  
2604 received under, such Letter of Credit if presentation after such date is authorized by the UCC, the ISP or  
2605 the UCP, as applicable, or (vi) any other event or circumstance whatsoever, whether or not similar to any  
2606 of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge  
2607 of, or provide a right of setoff against, the obligations of the Parent Borrower or any Foreign Subsidiary  
2608 Borrower hereunder. The Parent Borrower or any applicable Foreign Subsidiary Borrower shall promptly  
2609 examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the  
2610 event of any claim of noncompliance with the Parent Borrower's or such applicable Foreign Subsidiary  
2611 Borrower's instructions or other irregularity, the Parent Borrower or such Foreign Subsidiary Borrower,  
2612 as applicable, will immediately notify the Issuing Bank. The Parent Borrower and any applicable Foreign  
2613 Subsidiary Borrower shall be conclusively deemed to have waived any such claim against the Issuing  
2614 Bank and its correspondents unless such notice is given as aforesaid. None of the Administrative Agent,  
2615 the Lenders or the Issuing Bank, or any of their Related Parties, shall have any liability or responsibility  
2616 by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or  
2617 failure to make any payment thereunder (irrespective of any of the circumstances referred to in the  
2618 preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any  
2619 draft, notice or other communication under or relating to any Letter of Credit (including any document  
2620 required to make a drawing thereunder), any error in interpretation of technical terms or any consequence  
2621 arising from causes beyond the control of the Issuing Bank; provided that the foregoing shall not be  
2622 construed to excuse the Issuing Bank from liability to the Parent Borrower or any applicable Foreign  
2623 Subsidiary Borrower, as the case may be, to the extent of any direct damages (as opposed to  
2624 consequential damages, claims in respect of which are hereby waived by the Parent Borrower or any

2625 applicable Foreign Subsidiary Borrower, as the case may be, to the extent permitted by applicable law)  
2626 suffered by the Parent Borrower or any applicable Foreign Subsidiary Borrower, as the case may be, that  
2627 are caused by the Issuing Bank's failure to exercise care when determining whether drafts and other  
2628 documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly  
2629 agree that, in the absence of gross negligence or willful misconduct on the part of the Issuing Bank (as  
2630 finally determined by a court of competent jurisdiction), the Issuing Bank shall be deemed to have  
2631 exercised care in each such determination. In furtherance of the foregoing and without limiting the  
2632 generality thereof, the parties agree that, with respect to documents presented which appear on their face  
2633 to be in substantial compliance with the terms of a Letter of Credit, the Issuing Bank may, in its sole  
2634 discretion, either accept and make payment upon such documents without responsibility for further  
2635 investigation, regardless of any notice or information to the contrary, or refuse to accept and make  
2636 payment upon such documents if such documents are not in strict compliance with the terms of such  
2637 Letter of Credit.

2638 (g) Disbursement Procedures. The Issuing Bank shall, promptly following its receipt  
2639 thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit.  
2640 The Issuing Bank shall promptly notify the Administrative Agent and the Parent Borrower or any  
2641 applicable Foreign Subsidiary Borrower, as the case may be, by telephone (confirmed by telecopy) of  
2642 such demand for payment and whether the Issuing Bank has made or will make an LC Disbursement  
2643 thereunder; provided that any failure to give or delay in giving such notice shall not (i) relieve the Parent  
2644 Borrower or any applicable Foreign Subsidiary Borrower, as the case may be, of its obligation to  
2645 reimburse the Issuing Bank and the Lenders with respect to any such LC Disbursement (other than with  
2646 respect to the timing of such reimbursement obligation set forth in Section 2.05(e)) or (ii) relieve any  
2647 Lender's obligations to acquire participations as required pursuant to paragraph (d) of this Section 2.05.

2648 (h) Interim Interest. If the Issuing Bank shall make any LC Disbursement (i) in  
2649 respect of any Letter of Credit denominated in dollars, then, unless the Parent Borrower or any applicable  
2650 Foreign Subsidiary Borrower, as the case may be, shall reimburse such LC Disbursement in full on the  
2651 date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and  
2652 including the date such LC Disbursement is made to but excluding the date that the Parent Borrower or  
2653 any applicable Foreign Subsidiary Borrower, as the case may be, reimburses such LC Disbursement, at  
2654 the rate per annum then applicable to ABR Revolving Loans and (ii) in respect of any Letter of Credit  
2655 denominated in an LC Foreign Currency, then, unless the Parent Borrower or any applicable Foreign  
2656 Subsidiary Borrower, as the case may be, shall reimburse such LC Disbursement in full on the date such  
2657 LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including  
2658 the date such LC Disbursement is made to but excluding the date that the Parent Borrower or any  
2659 applicable Foreign Subsidiary Borrower, as the case may be, reimburses such LC Disbursement, at the  
2660 rate per annum then applicable to Foreign Currency Loans in the applicable Foreign Currency with an  
2661 Interest Period of three months' duration; provided that, if the Parent Borrower or any applicable Foreign  
2662 Subsidiary Borrower, as the case may be, fails to reimburse such LC Disbursement when due pursuant to  
2663 Section 2.05(e), then Section 2.13(c) shall apply. Interest accrued pursuant to this paragraph shall be for  
2664 the account of the Issuing Bank, except that interest accrued on and after the date of payment by any  
2665 Lender pursuant to Section 2.05(e) to reimburse the Issuing Bank shall be for the account of such Lender  
2666 to the extent of such payment.

2667 (i) Replacement of an Issuing Bank; Additional Issuing Banks. Any Issuing Bank  
2668 may be replaced at any time by written agreement among the Parent Borrower (on behalf of itself and the  
2669 Foreign Subsidiary Borrowers), the Administrative Agent, the replaced Issuing Bank and the successor  
2670 Issuing Bank. One or more Lenders may be appointed as additional Issuing Banks by written agreement  
2671 among the Parent Borrower (on behalf of itself and the Foreign Subsidiary Borrowers), the

2672 Administrative Agent (whose consent will not be unreasonably withheld) and the Lender that is to be so  
2673 appointed. The Administrative Agent shall notify the Lenders of any such replacement of an Issuing  
2674 Bank or any such additional Issuing Bank. At the time any such replacement shall become effective, the  
2675 Parent Borrower (on behalf of itself and the Foreign Subsidiary Borrowers) shall pay all unpaid fees  
2676 accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the  
2677 effective date of any such replacement or addition, as applicable, (i) the successor or additional Issuing  
2678 Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to  
2679 Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be  
2680 deemed to refer to such successor or such addition or to any previous Issuing Bank, or to such successor  
2681 or such addition and all previous Issuing Banks, as the context shall require. After the replacement of an  
2682 Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have  
2683 all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit  
2684 issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit. If at  
2685 any time there is more than one Issuing Bank hereunder, the Parent Borrower (on behalf of itself and the  
2686 Foreign Subsidiary Borrowers) may, in its discretion, select which Issuing Bank is to issue any particular  
2687 Letter of Credit.

2688 (j) Cash Collateralization. If any Event of Default shall occur and be continuing, on  
2689 the Business Day that the Parent Borrower or any Foreign Subsidiary Borrower receives notice from the  
2690 Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated,  
2691 Revolving Lenders with LC Exposure representing greater than 50% of the total LC Exposure)  
2692 demanding the deposit of cash collateral pursuant to this paragraph, the Parent Borrower and the Foreign  
2693 Subsidiary Borrowers, as the case may be, shall deposit in an account with the Administrative Agent, in  
2694 the name of the Administrative Agent and for the benefit of the Revolving Lenders, the undrawn amount  
2695 of each outstanding Letter of Credit and the amount of each unreimbursed LC Disbursements at such time  
2696 (and in such currency as each such Letter of Credit is denominated and each such unreimbursed LC  
2697 Disbursement was made), plus any accrued and unpaid interest thereon; provided that the obligation to  
2698 deposit such cash collateral shall become effective immediately, and such deposit shall become  
2699 immediately due and payable, without demand or other notice of any kind, upon the occurrence of any  
2700 Event of Default with respect to the Parent Borrower or any Foreign Subsidiary Borrower described in  
2701 clause (h) or (i) of Article VII. Each such deposit shall be held by the Administrative Agent as collateral  
2702 for the payment and performance of the obligations of the Parent Borrower and the Foreign Subsidiary  
2703 Borrowers under this Agreement. The Administrative Agent shall have exclusive dominion and control,  
2704 including the exclusive right of withdrawal, over such account. Other than any interest earned on the  
2705 investment of such deposits, which investments shall be made at the option and sole discretion of the  
2706 Administrative Agent and at the risk and expense of the Parent Borrower and the Foreign Subsidiary  
2707 Borrowers, such deposits shall not bear interest. Interest or profits, if any, on such investments shall  
2708 accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to  
2709 reimburse the Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent  
2710 not so applied, shall be held for the satisfaction of the reimbursement obligations of the Parent Borrower  
2711 and the Foreign Subsidiary Borrowers for the LC Exposure at such time or, if the maturity of the Loans  
2712 has been accelerated (but subject to the consent of Revolving Lenders with LC Exposure representing  
2713 greater than 50% of the total LC Exposure), be applied to satisfy other obligations of the Parent Borrower  
2714 and the Foreign Subsidiary Borrowers under this Agreement. If the Parent Borrower or any Foreign  
2715 Subsidiary Borrower is required to provide an amount of cash collateral hereunder as a result of the  
2716 occurrence of an Event of Default, such amount plus any accrued interest or realized profits of such  
2717 amounts (to the extent not applied as aforesaid) shall be returned to the Parent Borrower or such Foreign  
2718 Subsidiary Borrower within three Business Days after all Events of Default have been cured or waived. If  
2719 the Parent Borrower is required to provide an amount of such collateral hereunder pursuant to Section  
2720 2.11(b), such amount plus any accrued interest or realized profits on account of such amount (to the

2721 extent not applied as aforesaid) shall be returned to the Parent Borrower as and to the extent that, after  
2722 giving effect to such return, the Parent Borrower would remain in compliance with Section 2.11(b) and no  
2723 Default or Event of Default shall have occurred and be continuing.

2724 (k) If the maturity date in respect of any tranche of Revolving Commitments occurs  
2725 prior to the expiration of any Letter of Credit, then (i) if one or more other tranches of Revolving  
2726 Commitments in respect of which the maturity date shall not have occurred are then in effect, such Letters  
2727 of Credit shall automatically be deemed to have been issued (including for purposes of the obligations of  
2728 the Revolving Lenders to purchase participations therein and to make Revolving Loans and payments in  
2729 respect thereof pursuant to Section 2.05(e)) under (and ratably participated in by Lenders pursuant to) the  
2730 Revolving Commitments in respect of such non-terminating tranches up to an aggregate amount not to  
2731 exceed the aggregate principal amount of the unutilized Revolving Commitments thereunder at such time  
2732 (it being understood that no partial face amount of any Letter of Credit may be so reallocated) and (ii) to  
2733 the extent not reallocated pursuant to the immediately preceding clause (i), the Parent Borrower shall cash  
2734 collateralize any such Letter of Credit in accordance with Section 2.05(j). If, for any reason, such cash  
2735 collateral is not provided or the reallocation does not occur, the Revolving Lenders under the maturing  
2736 tranche shall continue to be responsible for their participating interests in the Letters of Credit. Except to  
2737 the extent of reallocations of participations pursuant to clause (i) of the second preceding sentence, the  
2738 occurrence of a maturity date with respect to a given tranche of Revolving Commitments shall have no  
2739 effect upon (and shall not diminish) the percentage participations of the Revolving Lenders in any Letter  
2740 of Credit issued before such maturity date. Commencing with the maturity date of any tranche of  
2741 Revolving Commitments, the sublimit for Letters of Credit shall be agreed with the Lenders under the  
2742 extended tranches.

2743 (l) Further Cash Collateralization. In the event and on each occasion that the total  
2744 LC Exposure exceeds the LC Sublimit, the Parent Borrower or the Foreign Subsidiary Borrowers, as the  
2745 case may be, shall deposit cash collateral in an account with the Administrative Agent, in the name of the  
2746 Administrative Agent and for the benefit of the Revolving Lenders, in an aggregate amount equal to such  
2747 excess in accordance with the provisions of Section 2.05(j). Such amount plus any accrued interest or  
2748 realized profits of such amounts (to the extent not applied as aforesaid) shall be returned to the Parent  
2749 Borrower or such Foreign Subsidiary Borrower within three Business days after the first Calculation Date  
2750 on which the total LC Exposure no longer exceeds the LC Sublimit.

2751 SECTION 2.06 Funding of Borrowings.

2752 (a) Each Lender shall make each Loan to be made by it hereunder on the proposed  
2753 date thereof by wire transfer of immediately available funds by 12:00 noon, New York City time to the  
2754 account of the Administrative Agent most recently designated by it for such purpose by notice to the  
2755 Lenders; provided that (i) Swingline Loans shall be made as provided in Section 2.04 and (ii) Foreign  
2756 Currency Loans shall be made as provided in Section 2.03(b). In the case of all Loans other than Foreign  
2757 Currency Loans, the Administrative Agent will make such Loans available to the Parent Borrower or the  
2758 applicable Foreign Subsidiary Borrower, as the case may be, by promptly crediting the amounts so  
2759 received, in like funds, to an account of the Parent Borrower or such Foreign Subsidiary Borrower, as the  
2760 case may be, maintained with the Administrative Agent in New York City, and designated by the Parent  
2761 Borrower or such Foreign Subsidiary Borrower, as the case may be, in the applicable Borrowing Request;  
2762 provided that Revolving Loans made to finance the reimbursement of an LC Disbursement as provided in  
2763 Section 2.05(e) shall be remitted by the Administrative Agent to the Issuing Bank. In the case of Foreign  
2764 Currency Loans, the Foreign Currency Agent will make such Loans available to the Parent Borrower or  
2765 the applicable Foreign Subsidiary Borrower, as the case may be, by promptly crediting or disbursing the  
2766 aggregate of the amounts received by the Foreign Currency Agent from the Foreign Currency Lenders, in

2767 like funds, to an account of the Parent Borrower or such Foreign Subsidiary Borrower, as the case may  
2768 be, designated by the Parent Borrower or such Foreign Subsidiary Borrower, as the case may be, in the  
2769 applicable Borrowing Request.

2770 (b) Unless the Administrative Agent shall have received notice from a Lender prior  
2771 to the proposed date of any Borrowing (other than a Borrowing of Foreign Currency Loans) that such  
2772 Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the  
2773 Administrative Agent may assume that such Lender has made such share available on such date in  
2774 accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available  
2775 to the Parent Borrower or the applicable Foreign Subsidiary Borrower, as the case may be, a  
2776 corresponding amount. In such event, if a Lender has not in fact made its share of the applicable  
2777 Borrowing available to the Administrative Agent, then the applicable Lender and the Parent Borrower or  
2778 the applicable Foreign Subsidiary Borrower, as the case may be, severally agree to pay to the  
2779 Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day  
2780 from and including the date such amount is made available to the Parent Borrower or the applicable  
2781 Foreign Subsidiary Borrower, as the case may be, to but excluding the date of payment to the  
2782 Administrative Agent, at (i) in the case of such Lender, the greater of (x) the ~~Federal Funds~~  
2783 ~~Effective NYFRB~~ Rate and (y) a rate determined by the Administrative Agent in accordance with banking  
2784 industry rules on interbank compensation, the applicable rate shall be determined as specified in clause  
2785 (y) above, or (ii) in the case of the Parent Borrower or any Foreign Subsidiary Borrower, the interest rate  
2786 applicable to ABR Revolving Loans. If such Lender pays such amount to the Administrative Agent, then  
2787 such amount shall constitute such Lender's Loan included in such Borrowing.

2788 (c) Unless the Foreign Currency Agent shall have received notice from a Foreign  
2789 Currency Lender prior to the proposed date of any Borrowing of Foreign Currency Loans that such  
2790 Foreign Currency Lender will not make available to the Foreign Currency Agent such Foreign Currency  
2791 Lender's share of such Borrowing, the Foreign Currency Agent may assume that such Foreign Currency  
2792 Lender has made such share available on such date in accordance with paragraph (a) of this Section and  
2793 may, in reliance upon such assumption, make available to the Parent Borrower or the applicable Foreign  
2794 Subsidiary Borrower, as the case may be, a corresponding amount. In such event, if a Foreign Currency  
2795 Lender has not in fact made its share of the applicable Borrowing of Foreign Currency Loans available to  
2796 the Foreign Currency Agent, then the applicable Foreign Currency Lender and the Parent Borrower or the  
2797 applicable Foreign Subsidiary Borrower, as the case may be, severally agree to pay to the Foreign  
2798 Currency Agent forthwith on demand such corresponding amount with interest thereon, for each day from  
2799 and including the date such amount is made available to the Parent Borrower or the applicable Foreign  
2800 Subsidiary Borrower, as the case may be, to but excluding the date of payment to the Foreign Currency  
2801 Agent, at (i) in the case of such Foreign Currency Lender, a rate determined by the Foreign Currency  
2802 Agent in accordance with banking industry rules on interbank compensation, or (ii) in the case of the  
2803 Parent Borrower or any Foreign Subsidiary Borrower, the interest rate applicable to Foreign Currency  
2804 Loans in the applicable Foreign Currency with an Interest Period of three months' duration. If such  
2805 Foreign Currency Lender pays such amount to the Foreign Currency Agent, then such amount shall  
2806 constitute such Foreign Currency Lender's Loan included in such Borrowing.

2807 (d) On the Restatement Date, all Existing Revolving Loans shall be deemed repaid  
2808 and the portion thereof requested by the Parent Borrower to be borrowed on the Restatement Date shall be  
2809 deemed reborrowed as Revolving Loans hereunder by the Parent Borrower or the Foreign Subsidiary  
2810 Borrowers, as the case may be, provided that each such reborrowed Revolving Loan shall be deemed  
2811 made in the same Type and currency as the relevant Existing Revolving Loan (it being understood that for  
2812 each tranche of Existing Revolving Loans that were Eurocurrency Loans, (x) the initial Interest Period for  
2813 the relevant reborrowed Eurocurrency Loans shall equal the remaining length of the Interest Period for

2814 such tranche and (y) the Adjusted LIBO Rate for the relevant reborrowed Eurocurrency Loans during  
2815 such initial Interest Period shall be the Adjusted LIBO Rate for such tranche immediately prior to the  
2816 Restatement Date). Any Revolving Lenders that are not Existing Revolving Lenders (and any Existing  
2817 Revolving Lenders with Revolving Commitments as of the Restatement Date that are greater than their  
2818 Existing Revolving Commitments) shall advance funds (in the relevant currency) to the Administrative  
2819 Agent on the Restatement Date as shall be required to repay the portion of the Revolving Loans of  
2820 Existing Revolving Lenders such that (A) each Revolving Lender's share of outstanding Revolving Loans  
2821 denominated in dollars on the Restatement Date is equal to its Applicable Percentage (after giving effect  
2822 to the Restatement Date) and (B) each Foreign Currency Lender's (other than the Fronting Lender's)  
2823 share of outstanding Foreign Currency Loans is equal to its Applicable Percentage (after giving effect to  
2824 the Restatement Date) of Foreign Currency Loans.

2825 SECTION 2.07 Interest Elections.

2826 (a) Each Borrowing initially shall be of the Type specified in the applicable  
2827 Borrowing Request and, in the case of a Eurocurrency Borrowing, shall have an initial Interest Period as  
2828 specified in such Borrowing Request or as otherwise provided in Section 2.03. Thereafter, the Parent  
2829 Borrower, ~~the applicable Subsidiary Term Borrower~~ or the applicable Foreign Subsidiary Borrower, as  
2830 the case may be, may elect to (i) convert any ABR Borrowing or any Eurocurrency Borrowing  
2831 denominated in dollars to a Borrowing of a different Type, (ii) continue any Borrowing (provided that  
2832 such Borrowing must be continued in the same currency) and (iii) in the case of a Eurocurrency  
2833 Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Parent Borrower, ~~the~~  
2834 ~~applicable Subsidiary Term Borrower~~ or the applicable Foreign Subsidiary Borrower, as the case may be,  
2835 may elect different options with respect to different portions of the affected Borrowing, in which case  
2836 each such portion shall be allocated ratably among the Lenders holding the Loans comprising such  
2837 Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This  
2838 Section shall not apply to Swingline Borrowings, which may not be converted or continued.

2839 (b) To make an election pursuant to this Section, the Parent Borrower, ~~the applicable~~  
2840 ~~Subsidiary Term Borrower~~ or the applicable Foreign Subsidiary Borrower, as the case may be, shall  
2841 notify the Administrative Agent of such election (in the case of any Revolving Loans other than Foreign  
2842 Currency Loans, by telephone, and in the case of Foreign Currency Loans, through a written Interest  
2843 Election Request delivered by hand or teletype) by the time that a Borrowing Request would be required  
2844 under Section 2.03 if the Parent Borrower, ~~the applicable Subsidiary Term Borrower~~ or the applicable  
2845 Foreign Subsidiary Borrower, as the case may be, were requesting a Revolving Borrowing (other than a  
2846 Borrowing of Foreign Currency Loans)- ~~or a Borrowing of Foreign Currency Loans or a Tranche A Term~~  
2847 ~~Borrowing~~ of the Type resulting from such election to be made on the effective date of such election.  
2848 Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by  
2849 hand delivery or teletype to the Administrative Agent of a written Interest Election Request, and all such  
2850 written Interest Election Requests (including with respect to Foreign Currency Loans) shall be in a form  
2851 approved by the Administrative Agent and signed by the Parent Borrower, ~~the applicable Subsidiary~~  
2852 ~~Term Borrower~~ or the applicable Foreign Subsidiary Borrower, as the case may be.

2853 (c) Each telephonic and written Interest Election Request shall specify the following  
2854 information in compliance with Section 2.02:

2855 (i) the Borrowing to which such Interest Election Request applies and, if different  
2856 options are being elected with respect to different portions thereof, the portions thereof to be  
2857 allocated to each resulting Borrowing (in which case the information to be specified pursuant to  
2858 clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

2859 (ii) the effective date of the election made pursuant to such Interest Election Request,  
2860 which shall be a Business Day;

2861 (iii) other than any Interest Election Request made with respect to a Borrowing of  
2862 Foreign Currency Loans, whether the resulting Borrowing is to be an ABR Borrowing or a  
2863 Eurocurrency Borrowing; and

2864 (iv) if the resulting Borrowing is a Eurocurrency Borrowing, the Interest Period to be  
2865 applicable thereto after giving effect to such election, which shall be a period contemplated by the  
2866 definition of the term "Interest Period."

2867 If any such Interest Election Request requests (i) a Eurocurrency Borrowing (other than a  
2868 Borrowing of Foreign Currency Loans) but does not specify an Interest Period, then the Parent Borrower;  
2869 ~~the applicable Subsidiary Term Borrower~~ or the applicable Foreign Subsidiary Borrower, as the case may  
2870 be, shall be deemed to have selected an Interest Period of one month's duration or (ii) a Borrowing of  
2871 Foreign Currency Loans but does not specify an Interest Period, then the Parent Borrower or the  
2872 applicable Foreign Subsidiary Borrower, as the case may be, shall be deemed to have selected an Interest  
2873 Period of three months' duration.

2874 (d) Promptly following receipt of an Interest Election Request, the Administrative  
2875 Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting  
2876 Borrowing.

2877 (e) If an Interest Election Request with respect to a Eurocurrency Borrowing (other  
2878 than a Borrowing of Foreign Currency Loans) is not timely delivered prior to the end of the Interest  
2879 Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such  
2880 Interest Period such Borrowing shall be converted to an ABR Borrowing. If an Interest Election Request  
2881 with respect to a Borrowing of Foreign Currency Loans is not timely delivered prior to the end of the  
2882 Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of  
2883 such Interest Period such Borrowing shall be continued as a Eurocurrency Borrowing with an Interest  
2884 Period of three months' duration. Notwithstanding any contrary provision hereof, if an Event of Default  
2885 has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so  
2886 notifies the Parent Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~ and the Foreign  
2887 Subsidiary Borrowers), then, so long as an Event of Default is continuing (i) no outstanding Borrowing  
2888 may be converted to or continued as a Eurocurrency Borrowing, (ii) unless repaid, each Eurocurrency  
2889 Borrowing (other than a Borrowing of Foreign Currency Loans) shall be converted to an ABR Borrowing  
2890 at the end of the Interest Period applicable thereto and (iii) each Borrowing of Foreign Currency Loans  
2891 shall be due and payable on the last day of the Interest Period applicable thereto.

2892 SECTION 2.08 Termination and Reduction of Commitments.

2893 (a) Unless previously terminated, ~~(i) the Tranche A Term Commitments shall~~  
2894 ~~terminate and be automatically and permanently reduced to \$0 upon the funding of the Tranche A Term~~  
2895 ~~Loans on the Restatement Date and (ii) the Revolving Commitments shall terminate on the Revolving~~  
2896 ~~Maturity Date.~~

2897 (b) The Parent Borrower (on behalf of itself and the Foreign Subsidiary Borrowers)  
2898 may at any time terminate, or from time to time reduce, the Revolving Commitments of any Class;  
2899 provided that (i) each reduction of the Revolving Commitments of any Class shall be in an amount that is  
2900 an integral multiple of \$1,000,000 and not less than \$5,000,000 and (ii) the Revolving Commitments of  
2901 any Class shall not be terminated or reduced if, after giving effect to any concurrent prepayment of the



2902 Revolving Loans of such Class in accordance with Section 2.11, the sum of the Revolving Exposures of  
2903 such Class would exceed the total Revolving Commitments of such Class. Any reduction in the  
2904 Revolving Commitments shall be made ratably in accordance with each Revolving Lender's Revolving  
2905 Commitment.

2906 (c) The Parent Borrower (on behalf of itself and the Foreign Subsidiary Borrowers)  
2907 shall notify the Administrative Agent of any election to terminate or reduce the Revolving Commitments  
2908 of any Class under Section 2.08(b) at least three Business Days prior to the effective date of such  
2909 termination or reduction, specifying such election and the effective date thereof. Promptly following  
2910 receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof.  
2911 Each notice delivered by the Parent Borrower (on behalf of itself and the Foreign Subsidiary Borrowers)  
2912 pursuant to this Section shall be irrevocable; provided that a notice of termination of the Revolving  
2913 Commitments delivered by the Parent Borrower (on behalf of itself and the Foreign Subsidiary  
2914 Borrowers) may state that such notice is conditioned upon the effectiveness of other credit facilities or the  
2915 occurrence of another transaction, in which case such notice may be revoked by the Parent Borrower (on  
2916 behalf of itself and the Foreign Subsidiary Borrowers) (by notice to the Administrative Agent on or prior  
2917 to the specified effective date) if such condition is not satisfied. Any reduction of the Commitments shall  
2918 be permanent. Each reduction of the Revolving Commitments shall be made ratably among the  
2919 Revolving Lenders in accordance with their respective Revolving Commitments.

2920 SECTION 2.09 Repayment of Loans; Evidence of Debt.

2921 (a) The Parent Borrower, ~~each Subsidiary Term Borrower (with respect to Term~~  
2922 ~~Loans made to such Subsidiary Term Borrower)~~ and each Foreign Subsidiary Borrower hereby  
2923 unconditionally promises to pay (i) to the Administrative Agent, in dollars, for the account of each  
2924 Revolving Lender the then unpaid principal amount of each Revolving Loan (other than any Foreign  
2925 Currency Loan) of such Lender on the Revolving Maturity Date, (ii) to the Foreign Currency Agent for  
2926 the account of each Foreign Currency Lender the then unpaid principal amount in the applicable currency  
2927 of each Foreign Currency Loan of such Foreign Currency Lender on the Revolving Maturity Date, ~~and~~  
2928 ~~(iii) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each~~  
2929 ~~Term Loan of such Lender as provided in Section 2.10 and (iv)~~ to the Swingline Lenders the then unpaid  
2930 principal amount of each Swingline Loan on the earlier of the Revolving Maturity Date and the first date  
2931 after such Swingline Loan is made that is the 15th or last day of a calendar month and is at least two  
2932 Business Days after such Swingline Loan is made; provided that on each date that a Revolving Borrowing  
2933 is made, the Parent Borrower shall repay all Swingline Loans that were outstanding on the date such  
2934 Borrowing was requested.

2935 (b) Each Lender shall maintain in accordance with its usual practice an account or  
2936 accounts evidencing the indebtedness of the Parent Borrower, ~~the Subsidiary Term Borrowers~~ and the  
2937 Foreign Subsidiary Borrowers to such Lender resulting from each Loan made by such Lender, including  
2938 the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

2939 (c) The Administrative Agent shall maintain accounts in which it shall record (i) the  
2940 amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable  
2941 thereto, (ii) the applicable currency and the amount of any principal or interest due and payable or to  
2942 become due and payable from the Parent Borrower, ~~the Subsidiary Term Borrowers~~ and the Foreign  
2943 Subsidiary Borrowers to each Lender hereunder and (iii) the currency and amount of any sum received by  
2944 the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

2945 (d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of  
 2946 this Section shall be prima facie evidence of the existence and amounts of the obligations recorded  
 2947 therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or  
 2948 any error therein shall not in any manner affect the obligation of the Parent Borrower, ~~the Subsidiary~~  
 2949 ~~Term Borrowers~~ and the Foreign Subsidiary Borrowers to repay the Loans in accordance with the terms  
 2950 of this Agreement.

2951 (e) Any Lender may request that Loans of any Class made by it be evidenced by a  
 2952 promissory note. In such event, the Parent Borrower, ~~the applicable Subsidiary Term Borrower~~ or the  
 2953 applicable Foreign Subsidiary Borrower, as the case may be, shall prepare, execute and deliver to such  
 2954 Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such  
 2955 Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the  
 2956 Loans evidenced by such promissory note and interest thereon shall at all times (including after  
 2957 assignment pursuant to Section 10.04) be represented by one or more promissory notes in such form  
 2958 payable to the order of the payee named therein (or, if such promissory note is a registered note, to such  
 2959 payee and its registered assigns).

2960 SECTION 2.10 ~~Amortization of Term Loans~~ [Reserved].

2961 (a) ~~Subject to adjustment pursuant to paragraph (d) of this Section, the Term~~  
 2962 ~~Borrowers shall repay Tranche A Term Loans on each date set forth below in the aggregate principal~~  
 2963 ~~amount set forth opposite such date:~~

<u>Date</u>	<u>Amount</u>
<del>December 31, 2015</del>	<del>\$ 3,437,500</del>
<del>March 31, 2016</del>	<del>\$ 3,437,500</del>
<del>June 30, 2016</del>	<del>\$ 3,437,500</del>
<del>September 30, 2016</del>	<del>\$ 3,437,500</del>
<del>December 31, 2016</del>	<del>\$ 3,437,500</del>
<del>March 31, 2017</del>	<del>\$ 3,437,500</del>
<del>June 30, 2017</del>	<del>\$ 3,437,500</del>
<del>September 30, 2017</del>	<del>\$ 3,437,500</del>
<del>December 31, 2017</del>	<del>\$ 3,437,500</del>
<del>March 31, 2018</del>	<del>\$ 3,437,500</del>
<del>June 30, 2018</del>	<del>\$ 3,437,500</del>
<del>September 30, 2018</del>	<del>\$ 3,437,500</del>
<del>December 31, 2018</del>	<del>\$ 5,156,250</del>
<del>March 31, 2019</del>	<del>\$ 5,156,250</del>
<del>June 30, 2019</del>	<del>\$ 5,156,250</del>
<del>September 30, 2019</del>	<del>\$ 5,156,250</del>
<del>December 31, 2019</del>	<del>\$ 5,156,250</del>
<del>March 31, 2020</del>	<del>\$ 5,156,250</del>
<del>Tranche A Maturity Date</del>	<del>\$202,812,500</del>

2964 (b) ~~The Parent Borrower shall repay Incremental Term Loans of any Series in such~~  
 2965 ~~amounts and on such date or dates as shall be specified therefor in the Incremental Facility Agreement~~  
 2966 ~~establishing the Incremental Term Commitments of such Series (as such amounts may be adjusted~~  
 2967 ~~pursuant to paragraph (d) of this Section or pursuant to such Incremental Facility Agreement).~~

2969 (c) ~~To the extent not previously paid, (i) all Tranche A Term Loans shall be due and~~

2970 payable on the Tranche A Maturity Date and (ii) all Incremental Term Loans of any Series shall be due  
2971 and payable on the Incremental Term Maturity Date applicable thereto.

2972 (d) Any mandatory prepayment of a Tranche A Term Borrowing of any Class shall  
2973 be applied to reduce the subsequent scheduled repayments of the Borrowings of such Class to be made  
2974 pursuant to this Section ratably. Any optional prepayment of a Tranche A Term Borrowing of any Class  
2975 shall be applied to the scheduled repayments of the Borrowings of such Class as directed by the Parent  
2976 Borrower.

2977 (e) Prior to any repayment of any Tranche A Term Borrowings of any Class  
2978 hereunder, the Parent Borrower (on behalf of itself and the applicable Subsidiary Term Borrower) shall  
2979 select the Borrowing or Borrowings of the applicable Class to be repaid and shall notify the  
2980 Administrative Agent by telephone (confirmed by telecopy) of such selection not later than 11:00 a.m.,  
2981 New York City time, three Business Days before the scheduled date of such repayment. Each repayment  
2982 of a Borrowing shall be applied ratably to the Loans included in the repaid Borrowing. Repayments of  
2983 Tranche A Term Borrowings shall be accompanied by accrued interest on the amount repaid.

#### 2984 SECTION 2.11 Prepayment of Loans.

2985 (a) The Parent Borrower, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary  
2986 Borrowers, as the case may be, shall have the right at any time and from time to time to prepay any  
2987 Borrowing in whole or in part, subject to the requirements of this Section.

2988 (b) In the event and on each occasion that (i) the sum of the Revolving Exposures  
2989 exceeds the total Revolving Commitments, the Parent Borrower and the Foreign Subsidiary Borrowers, as  
2990 the case may be, shall prepay Revolving Loans and/or Swingline Loans (or, if no such Borrowings are  
2991 outstanding, deposit cash collateral in an account with the Administrative Agent pursuant to Section  
2992 2.05(j)) in an aggregate amount equal to such excess, (ii) the sum of the Foreign Currency Revolving  
2993 Exposures exceeds the Foreign Currency Sublimit, the Parent Borrower or the Foreign Subsidiary  
2994 Borrowers, as the case may be, shall prepay Foreign Currency Loans (or, if no such Borrowings are  
2995 outstanding, deposit cash collateral in an account with the Administrative Agent pursuant to Section  
2996 2.05(j)) in an aggregate amount equal to such excess or (iii) the aggregate Dollar Equivalent of the  
2997 aggregate outstanding principal amounts of Foreign Currency Loans exceeds an amount equal to 105% of  
2998 the Foreign Currency Sublimit, the Parent Borrower shall, or shall cause any applicable Foreign  
2999 Subsidiary Borrower, without notice or demand, immediately to prepay such of the outstanding Foreign  
3000 Currency Loans in an aggregate principal amount such that, after giving effect thereto, the aggregate  
3001 Dollar Equivalents of the outstanding principal amounts of Foreign Currency Loans does not exceed the  
3002 Foreign Currency Sublimit.

3003 (c) ~~In the event and on each occasion that any Net Proceeds are received by or on~~  
3004 ~~behalf of Holdings, the Parent Borrower or any Subsidiary in respect of any Prepayment Event, the Parent~~  
3005 ~~Borrower (on behalf of itself and the Subsidiary Term Borrowers) shall, within three Business Days after~~  
3006 ~~such Net Proceeds are received, prepay Tranche A Term Borrowings in an aggregate amount equal to~~  
3007 ~~such Net Proceeds; provided that in the case of any event described in clause (a) of the definition of the~~  
3008 ~~term Prepayment Event (other than sales, transfers or other dispositions pursuant to Section 6.05(j) in~~  
3009 ~~excess of \$50,000,000), if Holdings or the Parent Borrower shall deliver, within such three Business~~  
3010 ~~Days, to the Administrative Agent a certificate of a Financial Officer to the effect that Holdings, the~~  
3011 ~~Parent Borrower and the Subsidiaries, intend to apply the Net Proceeds from such event (or a portion~~  
3012 ~~thereof specified in such certificate), within 365 days after receipt of such Net Proceeds, to acquire real~~  
3013 ~~property, equipment or other tangible assets to be used in the business of the Parent Borrower and the~~

3014 Subsidiaries, and certifying that no Default has occurred and is continuing, then no prepayment shall be  
3015 required pursuant to this paragraph in respect of the Net Proceeds in respect of such event (or the portion  
3016 of such Net Proceeds specified in such certificate, if applicable) except to the extent of any such Net  
3017 Proceeds therefrom that have not been so applied by the end of such 365-day period, at which time a  
3018 prepayment shall be required in an amount equal to such Net Proceeds that have not been so applied; and  
3019 provided, further that prepayments of Tranche A Term Borrowings otherwise required by this Section  
3020 2.11(c) shall not be required to the extent the applicable Net Proceeds were actually used to make  
3021 prepayments of Tranche A Term Borrowings (as defined in the Existing Credit Agreement) pursuant to  
3022 Section 2.11(c) of the Existing Credit Agreement.

3023 (c) ~~[Reserved]~~.

3024 (d) ~~Following the end of each fiscal year of the Parent Borrower, commencing with~~  
3025 ~~the fiscal year ending December 31, 2016, the Parent Borrower (on behalf of itself and the Subsidiary~~  
3026 ~~Term Borrowers) shall prepay Tranche A Term Borrowings in an aggregate amount equal to the ECF~~  
3027 ~~Percentage of Excess Cash Flow for such fiscal year. Each prepayment pursuant to this paragraph shall~~  
3028 ~~be made within 95 days after the end of such fiscal year.~~ ~~[Reserved]~~.

3029 (e) Prior to any optional or mandatory prepayment of Borrowings hereunder, the  
3030 Parent Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary  
3031 Borrowers) shall select the Borrowing or Borrowings to be prepaid and shall specify such selection in the  
3032 notice of such prepayment pursuant to paragraph (f) of this Section.

3033 (f) The Parent Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~ and the  
3034 Foreign Subsidiary Borrowers) shall notify the Administrative Agent (and, (A) in the case of prepayment  
3035 of a Foreign Currency Loan, the Foreign Currency Agent and (B) in the case of prepayment of a  
3036 Swingline Loan, the Swingline Lenders), by (x) in the case of Revolving Loans (other than Foreign  
3037 Currency Loans) or Swingline Loans, by telephone (confirmed by telecopy) and (y) in the case of Foreign  
3038 Currency Loans, by telecopy, of any prepayment hereunder (i) in the case of prepayment of a  
3039 Eurocurrency Borrowing (other than a Borrowing of Foreign Currency Loans), not later than 12:00 noon,  
3040 New York City time, three Business Days before the date of prepayment, (ii) in the case of prepayment of  
3041 an ABR Borrowing, not later than 12:00 noon, New York City time, one Business Day before the date of  
3042 prepayment, (iii) in the case of prepayment of a Swingline Loan, not later than 12:00 noon, New York  
3043 City time, on the date of prepayment and (iv) in the case of prepayment of a Foreign Currency Loan, not  
3044 later than the time set forth for the relevant Foreign Currency on the Administrative Schedule. Each such  
3045 notice shall be irrevocable and shall specify (i) whether the prepayment is of Eurocurrency Loans  
3046 denominated in dollars, Foreign Currency Loans (and if Foreign Currency Loans are to be prepaid, the  
3047 Foreign Currency in which such Loans are denominated) or ABR Loans, (ii) the prepayment date, (iii) the  
3048 principal amount of each Borrowing or portion thereof to be prepaid and (iv) in the case of a mandatory  
3049 prepayment, a reasonably detailed calculation of the amount of such prepayment; provided that, if a  
3050 notice of optional prepayment is given in connection with a conditional notice of termination of  
3051 Revolving Commitments as contemplated by Section 2.08, then such notice of prepayment may be  
3052 revoked if such notice of termination is revoked in accordance with Section 2.08. Promptly following  
3053 receipt of any such notice (other than a notice relating solely to Swingline Loans), the Administrative  
3054 Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall  
3055 be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as  
3056 provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory  
3057 prepayment. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the  
3058 prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by  
3059 Section 2.13.

3060 (g) In the event of any mandatory prepayment of Term Loans made at a time when  
3061 Term Loans of more than one Class remain outstanding, the Parent Borrower shall select Term Loans to  
3062 be prepaid so that the aggregate amount of such prepayment is allocated among each Class of the Term  
3063 Loans pro rata based on the aggregate principal amounts of outstanding Borrowings of each such Class;  
3064 provided that (x) the amounts so allocable to Incremental Term Loans of any Series may be applied to  
3065 other Term Loan Borrowings if so provided in the applicable Incremental Facility Agreement and (y) the  
3066 amounts so allocable to any tranche of Extended Term Loans may be applied to other Term Loan  
3067 Borrowings if so provided in the applicable Extension Offer. In the event of any optional prepayment of  
3068 Term Loans made at a time when Term Loans of more than one Class remain, the Parent Borrower shall  
3069 select the Term Loans to be prepaid so that the aggregate amount of such prepayment is allocated among  
3070 the Term Loans and each Series of Incremental Term Loans then outstanding based on the aggregate  
3071 principal amount of outstanding Borrowings of each such Class; provided that (x) the amounts so  
3072 allocable to Incremental Term Loans of any Series may be applied to other Borrowings of Tranche A  
3073 Term Loans if so provided in the applicable Incremental Facility Agreement and (y) the amounts so  
3074 allocable to any tranche of Extended Term Loans may be applied to other Borrowings of Tranche A Term  
3075 Loans if so provided in the applicable Extension Offer.

3076 SECTION 2.12 Fees.

3077 (a) The Parent Borrower (on behalf of itself, the ~~Subsidiary Term Borrowers~~ and the  
3078 Foreign Subsidiary Borrowers) agrees to pay to the Administrative Agent for the account of each Lender  
3079 a commitment fee (the "Commitment Fee"), which shall accrue at the Applicable Rate on the average  
3080 daily unused amount of the Revolving Commitment of such Lender during the period from and including  
3081 the Restatement Date to but excluding the date on which such Commitment terminates. Accrued  
3082 Commitment Fees shall be payable in arrears on the last day of March, June, September and December of  
3083 each year and on the date on which the Revolving Commitments terminate, commencing on the first such  
3084 date to occur after the Restatement Date. All Commitment Fees shall be computed on the basis of a year  
3085 of 360 days and shall be payable for the actual number of days elapsed (including the first day but  
3086 excluding the last day). For purposes of computing Commitment Fees with respect to Revolving  
3087 Commitments, a Revolving Commitment of a Lender shall be deemed to be used to the extent of the  
3088 outstanding Revolving Loans and LC Exposure of such Lender (and the Swingline Exposure of such  
3089 Lender shall be disregarded for such purpose).

3090 (b) (i) The Parent Borrower (on behalf of itself and the Foreign Subsidiary  
3091 Borrowers) agrees to pay (A) to the Administrative Agent for the account of each Revolving Lender a  
3092 participation fee with respect to its participations in Letters of Credit, which shall accrue at the same  
3093 Applicable Rate as interest on Eurocurrency Revolving Loans made by such Lender on the average daily  
3094 amount of such Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC  
3095 Disbursements) during the period from and including the Restatement Date to but excluding the later of  
3096 the date on which (x) such Lender's Revolving Commitment terminates and (y) such Lender ceases to  
3097 have any LC Exposure, and (B) to the Issuing Bank a fronting fee, which shall accrue at the rate of  
3098 ~~0.250.125~~ % per annum on the average daily amount of the LC Exposure (excluding any portion thereof  
3099 attributable to unreimbursed LC Disbursements) during the period from and including the Restatement  
3100 Date to but excluding the later of the date on which (x) all Revolving Commitments terminate and (y) the  
3101 date on which there ceases to be any LC Exposure, as well as the Issuing Bank's standard fees with  
3102 respect to the issuance, administration, amendment, renewal or extension of any Letter of Credit or  
3103 processing of drawings thereunder; provided that in each case, notwithstanding anything to the contrary  
3104 contained in this Agreement, for purposes of calculating any fee in respect of a Letter of Credit in respect  
3105 of any Business Day, the Administrative Agent shall convert the amount available to be drawn under any  
3106 Letter of Credit denominated in an LC Foreign Currency into an amount of dollars based upon the

3107 Exchange Rate. Participation fees and fronting fees accrued through and including the last day of March,  
3108 June, September and December of each year shall be payable on the third Business Day following such  
3109 last day, commencing on the first such date to occur after the Restatement Date; provided that all such  
3110 fees in respect of Letters of Credit shall be payable on the date on which the Revolving Commitments  
3111 terminate and any such fees accruing after the date on which the Revolving Commitments terminate shall  
3112 be payable on demand. Any other fees payable to the Issuing Bank pursuant to this paragraph shall be  
3113 payable within 10 days after demand. All participation fees and fronting fees shall be computed on the  
3114 basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first  
3115 day but excluding the last day).

3116 (c) The Parent Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~ and the  
3117 Foreign Subsidiary Borrowers) agrees to pay to the Administrative Agent, for its own account, fees  
3118 payable in the amounts and at the times separately agreed upon between the Parent Borrower and the  
3119 Administrative Agent.

3120 (d) The Parent Borrower agrees to pay to the Foreign Currency Agent, for the  
3121 account of the Fronting Lender, at the applicable office of the Foreign Currency Agent set forth on the  
3122 Administrative Schedule, a fronting fee with respect to each Fronted Foreign Currency Loan for the  
3123 period from and including the date of the Borrowing of such Foreign Currency Loan to but excluding the  
3124 date of repayment thereof computed at a rate of 0.25% per annum on the average daily principal amount  
3125 of such Fronted Foreign Currency Loan outstanding during the period for which such fee is calculated.  
3126 Such fronting fee shall be payable quarterly in arrears on the last day of March, June, September and  
3127 December of each year and on the date on which the Revolving Commitments terminate, commencing on  
3128 the first such date to occur after the Restatement Date.

3129 (e) With respect to any Foreign Currency Loan, the Parent Borrower shall pay to the  
3130 Administrative Agent, for the account of the applicable Foreign Currency Loan Participants, a  
3131 participation fee (the "Foreign Currency Participation Fee") for the period from and including the date of  
3132 the Borrowing of such Foreign Currency Loan to but excluding the date of repayment thereof, computed  
3133 at a rate per annum equal to the Applicable Margin with respect to Eurocurrency Loans that are  
3134 Revolving Loans from time to time in effect on the average daily principal amount of such Fronted  
3135 Foreign Currency Loans outstanding during the period for which such fee is calculated, which fee shall be  
3136 paid in dollars based on the Dollar Equivalent thereof. Such fee shall, with respect to each Foreign  
3137 Currency Loan, be payable in arrears on each Interest Payment Date to occur after the making of such  
3138 Foreign Currency Loan and on the date on which the Revolving Commitments terminate, commencing on  
3139 the first such date to occur after the Restatement Date.

3140 (f) All fees payable hereunder shall be paid on the dates due, in immediately  
3141 available funds, to the Administrative Agent (or to the Issuing Bank, in the case of fees payable to it) for  
3142 distribution, in the case of Commitment Fees and participation fees, to the Lenders entitled thereto. Fees  
3143 paid shall not be refundable under any circumstances.

3144 SECTION 2.13 Interest.

3145 (a) The Loans comprising each ABR Borrowing (including each Swingline Loan)  
3146 shall bear interest at the Alternate Base Rate plus the Applicable Rate.

3147 (b) The Loans comprising each Eurocurrency Borrowing shall bear interest at the  
3148 Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate;  
3149 provided that each Fronted Foreign Currency Loan shall bear interest for each day during each Interest  
3150 Period with respect thereto at a rate per annum equal to the Adjusted LIBO Rate for such day.

3151 (c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any  
3152 fee or other amount payable by the Parent Borrower, ~~the Subsidiary Term Borrowers~~ or the Foreign  
3153 Subsidiary Borrowers, as the case may be, hereunder is not paid when due, whether at stated maturity,  
3154 upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment,  
3155 at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2% plus the rate otherwise  
3156 applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any  
3157 other overdue amount payable (A) with respect to any Loan other than a Foreign Currency Loan, 2% plus  
3158 the rate applicable to ABR Revolving Loans and (B) with respect to any Foreign Currency Loan, 2% plus  
3159 the rate otherwise applicable to such Loan.

3160 (d) Accrued interest on each Loan shall be payable in arrears on each Interest  
3161 Payment Date for such Loan and, in the case of Revolving Loans, upon termination of the Revolving  
3162 Commitments; provided that (i) interest accrued pursuant to paragraph (c) of this Section shall be payable  
3163 on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an  
3164 ABR Revolving Loan prior to the end of the Revolving Availability Period), accrued interest on the  
3165 principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii)  
3166 in the event of any conversion of any Eurocurrency Loan prior to the end of the current Interest Period  
3167 therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

3168 (e) All interest hereunder shall be computed on the basis of a year of 360 days,  
3169 except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base  
3170 Rate is based on the Prime Rate and interest computed on Foreign Currency Loans made in Pounds  
3171 Sterling ~~and Australian Dollars~~ shall be computed on the basis of a year of 365 days (or 366 days in a leap  
3172 year), and in each case shall be payable for the actual number of days elapsed (including the first day but  
3173 excluding the last day). The applicable Alternate Base Rate or Adjusted LIBO Rate shall be determined  
3174 by the Administrative Agent, and such determination shall be conclusive absent manifest error.

3175 SECTION 2.14 Alternate Rate of Interest. (a) If prior to the commencement of any  
3176 Interest Period for a Eurocurrency Borrowing of any Class or currency:

3177 (ai) the Administrative Agent determines (which determination shall be conclusive  
3178 absent manifest error) that adequate and reasonable means ~~(including, without limitation, by  
3179 means of an Interpolated Rate)~~ do not exist for ascertaining the Adjusted LIBO Rate ~~for such  
3180 Interest Period~~ or the LIBO Rate, as applicable (including because the Screen Rate is not available  
3181 or published on a current basis), or for the applicable currency and such Interest Period; or

3182 (bii) the Administrative Agent is advised by a majority in interest of the ~~Lenders of  
3183 the~~ applicable Class that the Adjusted LIBO Rate or the LIBO Rate, as applicable, for such  
3184 Interest Period will not adequately and fairly reflect the cost to such Lenders of making or  
3185 maintaining their Loans included in such Borrowing for such Interest Period;

3186 then the Administrative Agent shall give notice thereof to the Parent Borrower (on behalf of the Parent  
3187 Borrower, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers) and the Lenders of the  
3188 applicable Class by telephone or telecopy as promptly as practicable thereafter and, until the  
3189 Administrative Agent notifies the Parent Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~  
3190 and the Foreign Subsidiary Borrowers) and such Lenders that the circumstances giving rise to such notice  
3191 no longer exist, then (i) any Interest Election Request that requests the conversion of any Borrowing to, or  
3192 continuation of any Borrowing as, a Eurocurrency Borrowing shall be ineffective, (ii) any Eurocurrency  
3193 Borrowing (other than a Borrowing of Foreign Currency Loans) that is requested to be continued, shall be  
3194 converted to an ABR Borrowing on the last day of the Interest Period applicable thereto, (iii) any Foreign

3195 Currency Loans requested to be made on the first day of such Interest Period shall not be made and (iv)  
3196 any outstanding Foreign Currency Loans (or any outstanding Foreign Currency Loans in the affected  
3197 Foreign Currency, as applicable) shall be due and payable on the last day of the Interest Period applicable  
3198 thereto.

3199 (b) If at any time the Administrative Agent determines (which determination shall be  
3200 conclusive absent manifest error) that (i) the circumstances set forth in clause (a)(i) have arisen and such  
3201 circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (a)(i) have not  
3202 arisen but the supervisor for the administrator of a Screen Rate or a Governmental Authority having  
3203 jurisdiction over the Administrative Agent has made a public statement identifying a specific date after  
3204 which a Screen Rate shall no longer be used for determining interest rates for loans, then the  
3205 Administrative Agent and the Parent Borrower (on behalf of the Parent Borrower and the Foreign  
3206 Subsidiary Borrowers) shall endeavor to establish an alternate rate of interest to the LIBO Rate (in lieu of  
3207 the applicable Screen Rate) that gives due consideration to the then prevailing market convention for  
3208 determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an  
3209 amendment to this Agreement to reflect such alternate rate of interest and such other related changes to  
3210 this Agreement as may be applicable; provided that, if such alternate rate of interest shall be less than  
3211 zero, such rate shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything  
3212 to the contrary in Section 10.02, any such amendment shall become effective without any further action or  
3213 consent of any other party to this Agreement so long as the Administrative Agent shall not have received,  
3214 within five Business Days of the date notice of such alternate rate of interest is provided to the Lenders, a  
3215 written notice from the Required Lenders stating that such Required Lenders object to such amendment.  
3216 Until an alternate rate of interest shall be determined in accordance with this clause (b) (but, in the case of  
3217 the circumstances described in clause (ii) of the first sentence of this Section 2.14(b), only to the extent  
3218 the Screen Rate for the applicable currency and such Interest Period is not available or published at such  
3219 time on a current basis), (w) any Interest Election Request that requests the conversion of any Borrowing  
3220 to, or continuation of any Borrowing as, a Eurocurrency Borrowing shall be ineffective, (x) any  
3221 Eurocurrency Borrowing (other than a Borrowing of Foreign Currency Loans) that is requested to be  
3222 continued, shall be converted to an ABR Borrowing on the last day of the Interest Period applicable  
3223 thereto, (y) any Foreign Currency Loans requested to be made on the first day of such Interest Period  
3224 shall not be made and (z) any outstanding Foreign Currency Loans (or any outstanding Foreign Currency  
3225 Loans in the affected Foreign Currency, as applicable) shall be due and payable on the last day of the  
3226 Interest Period applicable thereto.

3227 SECTION 2.15 Increased Costs.

3228 (a) If any Change in Law shall:

3229 (i) impose, modify or deem applicable any reserve, special deposit or similar  
3230 requirement against assets of, deposits with or for the account of, or credit extended by, any  
3231 Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or the Issuing  
3232 Bank;

3233 (ii) impose on any Lender or the Issuing Bank or the London interbank market any  
3234 other condition affecting this Agreement or Eurocurrency Loans made by such Lender or any  
3235 Letter of Credit or participation therein; or

3236 (iii) subject any Lender or the Issuing Bank to any Taxes on its loans, loan principal,  
3237 Letters of Credit, commitments, or other obligations, or its deposits, reserves, other liabilities or  
3238 capital attributable thereto (other than (A) Indemnified Taxes otherwise indemnifiable under  
3239 Section 2.17 and (B) Excluded Taxes);



3240 and the result of any of the foregoing shall be to increase the cost to such Lender of making or  
3241 maintaining any Eurocurrency Loan (or of maintaining its obligation to make any such Loan) or to  
3242 increase the cost to such Lender or the Issuing Bank of participating in, issuing or maintaining any Letter  
3243 of Credit or to reduce the amount of any sum received or receivable by such Lender or the Issuing Bank  
3244 hereunder (whether of principal, interest or otherwise), then the Parent Borrower, ~~the applicable~~  
3245 ~~Subsidiary Term Borrowers~~ or the applicable Foreign Subsidiary Borrowers, as the case may be, will pay  
3246 to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will  
3247 compensate such Lender or the Issuing Bank, as the case may be, for such additional costs incurred or  
3248 reduction suffered.

3249 (b) If any Lender or the Issuing Bank determines that any Change in Law regarding  
3250 capital or liquidity requirements has or would have the effect of reducing the rate of return on such  
3251 Lender's or the Issuing Bank's capital or on the capital of such Lender's or the Issuing Bank's holding  
3252 company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of  
3253 Credit held by, such Lender or the Letters of Credit issued by the Issuing Bank, to a level below that  
3254 which such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company could  
3255 have achieved but for such Change in Law (taking into consideration such Lender's or the Issuing Bank's  
3256 policies and the policies of such Lender's or the Issuing Bank's holding company with respect to capital  
3257 adequacy or liquidity), then from time to time the Parent Borrower, ~~the applicable Subsidiary Term~~  
3258 ~~Borrowers~~ or the applicable Foreign Subsidiary Borrowers, as the case may be, will pay to such Lender or  
3259 the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender  
3260 or the Issuing Bank or such Lender's or the Issuing Bank's holding company for any such reduction  
3261 suffered.

3262 (c) If by reason of any Change in Law subsequent to the Restatement Date,  
3263 disruption of currency or foreign exchange markets, war or civil disturbance or similar event, the funding  
3264 of any Foreign Currency Loan in any relevant Foreign Currency or the funding of any Foreign Currency  
3265 Loan in any relevant Foreign Currency to an office located other than in New York shall be impossible or,  
3266 in the reasonable judgment of the Fronting Lender such Foreign Currency is no longer available or readily  
3267 convertible into dollars, or the Dollar Equivalent of such Foreign Currency is no longer readily calculable,  
3268 then, at the election of the Fronting Lender, no Foreign Currency Loans in the relevant currency shall be  
3269 made or any Foreign Currency Loan in the relevant currency shall be made to an office of the Foreign  
3270 Currency Agent located in New York, as the case may be, until such time as, in the reasonable judgment  
3271 of the Fronting Lender, the funding of Foreign Currency Loans in the relevant Foreign Currency is  
3272 possible, the funding of Foreign Currency Loans in the relevant Foreign Currency to an office located  
3273 other than in New York is possible, the relevant Foreign Currency is available and readily convertible into  
3274 dollars or the Dollar Equivalent of the relevant Foreign Currency Loan is readily calculable, as applicable.

3275 (d) (i) If payment in respect of any Foreign Currency Loan shall be due in a currency  
3276 other than dollars and/or at a place of payment other than New York and if, by reason of any Change in  
3277 Law subsequent to the Restatement Date, disruption of currency or foreign exchange markets, war or civil  
3278 disturbance or similar event, payment of such Obligations in such currency or such place of payment shall  
3279 be impossible or, in the reasonable judgment of the Fronting Lender, such Foreign Currency is no longer  
3280 available or readily convertible to dollars, or the Dollar Equivalent of such Foreign Currency is no longer  
3281 readily calculable, then, at the election of any affected Lender, the Parent Borrower (on behalf of itself  
3282 and the Foreign Subsidiary Borrowers) shall make payment of such Loan in dollars (based upon the  
3283 Exchange Rate in effect for the day on which such payment occurs, as determined by the Administrative

3284 Agent in accordance with the terms hereof) and/or in New York or (ii) if any Foreign Currency in which  
3285 Loans are outstanding is redenominated then, at the election of any affected Lender, such affected Loan  
3286 and all obligations of the Parent Borrower or any applicable Foreign Subsidiary Borrower in respect  
3287 thereof shall be converted into obligations in dollars (based upon the Exchange Rate in effect on such  
3288 date, as determined by the Administrative Agent in accordance with the terms hereof), and, in each case,  
3289 the Parent Borrower (on behalf of itself and the Foreign Subsidiary Borrowers) shall indemnify the  
3290 Lenders, against any currency exchange losses or reasonable out-of-pocket expenses that it shall sustain  
3291 as a result of such alternative payment.

3292 (e) A certificate of a Lender or the Issuing Bank setting forth the amount or amounts  
3293 necessary to compensate such Lender or the Issuing Bank or its holding company, as the case may be, as  
3294 specified in paragraph (a) or (b) of this Section shall be delivered to the Parent Borrower (on behalf of  
3295 itself, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers) and shall be conclusive  
3296 absent manifest error. The Parent Borrower, ~~the applicable Subsidiary Term Borrowers~~ or the applicable  
3297 Foreign Subsidiary Borrowers, as the case may be, shall pay such Lender or the Issuing Bank, as the case  
3298 may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

3299 (f) Failure or delay on the part of any Lender or the Issuing Bank to demand  
3300 compensation pursuant to this Section shall not constitute a waiver of such Lender's or the Issuing Bank's  
3301 right to demand such compensation; provided that none of the Parent Borrower, ~~any Subsidiary Term~~  
3302 ~~Borrower~~ or any Foreign Subsidiary Borrower shall be required to compensate a Lender or the Issuing  
3303 Bank pursuant to this Section for any increased costs or reductions incurred more than 270 days prior to  
3304 the date that such Lender or the Issuing Bank, as the case may be, notifies the Parent Borrower (on behalf  
3305 of itself, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers) of the Change in Law  
3306 giving rise to such increased costs or reductions and of such Lender's or the Issuing Bank's intention to  
3307 claim compensation therefor; provided further that, if the Change in Law giving rise to such increased  
3308 costs or reductions is retroactive, then the 270-day period referred to above shall be extended to include  
3309 the period of retroactive effect thereof.

3310 SECTION 2.16 Break Funding Payments. In the event of (a) the payment of any  
3311 principal of any Eurocurrency Loan other than on the last day of an Interest Period applicable thereto  
3312 (including as a result of an Event of Default), (b) the conversion of any Eurocurrency Loan other than on  
3313 the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay  
3314 any Revolving Loan ~~or Term Loan~~ on the date specified in any notice delivered pursuant hereto  
3315 (regardless of whether such notice may be revoked under Section 2.11(f) and is revoked in accordance  
3316 therewith), or (d) the assignment of any Eurocurrency Loan other than on the last day of the Interest  
3317 Period applicable thereto as a result of a request by the Parent Borrower, ~~any Subsidiary Term Borrower~~  
3318 or any Foreign Subsidiary Borrower pursuant to Section 2.19, then, in any such event, the Parent  
3319 Borrower, ~~the applicable Subsidiary Term Borrower~~ or the applicable Foreign Subsidiary Borrower, as  
3320 the case may be, shall compensate each Lender for the loss, cost and expense attributable to such event.  
3321 In the case of a Eurocurrency Loan, such loss, cost or expense to any Lender shall be deemed to include  
3322 an amount determined by such Lender to be the excess, if any, of (i) the amount of interest that would  
3323 have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO  
3324 Rate that would have been applicable to such Loan, for the period from the date of such event to the last  
3325 day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue,  
3326 for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest that  
3327 would accrue on such principal amount for such period at the interest rate which such Lender would bid  
3328 were it to bid, at the commencement of such period, for deposits in the applicable currency of a  
3329 comparable amount and period from other banks in the Eurocurrency market. A certificate of any Lender  
3330 setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall

3331 be delivered to the Parent Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~ and the Foreign  
3332 Subsidiary Borrowers) and shall be conclusive absent manifest error. The Parent Borrower, ~~the~~  
3333 ~~applicable Subsidiary Term Borrower~~ or the applicable Foreign Subsidiary Borrower, as the case may be,  
3334 shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt  
3335 thereof.

3336 SECTION 2.17 Taxes.

3337 (a) Any and all payments by or on account of any obligation of the Parent Borrower,  
3338 ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower hereunder or under any other Loan  
3339 Document shall be made free and clear of and without deduction for any Indemnified Taxes; provided  
3340 that if the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower (the  
3341 "Applicable Borrower") or the Administrative Agent shall be required to deduct any Indemnified Taxes  
3342 from such payments, then (i) the sum payable shall be increased as necessary so that after making all  
3343 required deductions (including deductions applicable to additional sums payable under this Section) the  
3344 Administrative Agent or the Lender (as the case may be) receives an amount equal to the sum it would  
3345 have received had no such deductions been made, (ii) the Applicable Borrower or the Administrative  
3346 Agent shall make such deductions and (iii) the Applicable Borrower or the Administrative Agent shall  
3347 pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

3348 (b) In addition, the Applicable Borrower shall timely pay any Other Taxes to the  
3349 relevant Governmental Authority in accordance with applicable law, or at the option of the  
3350 Administrative Agent timely reimburse it for the payment of any Other Taxes.

3351 (c) The Applicable Borrower shall indemnify the Administrative Agent, each Lender  
3352 and the Issuing Bank, within 10 Business Days after written demand therefor, for the full amount of any  
3353 Indemnified Taxes paid by the Administrative Agent, such Lender or the Issuing Bank, as the case may  
3354 be, on or with respect to any payment by or on account of any obligation of the Applicable Borrower,  
3355 hereunder or under any other Loan Document (including Indemnified Taxes imposed or asserted on or  
3356 attributable to amounts payable under this Section) and any reasonable expenses arising therefrom or with  
3357 respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by  
3358 the relevant Governmental Authority. A certificate as to the amount of such payment or liability  
3359 delivered to the Applicable Borrower by a Lender (with a copy to the Administrative Agent) or by the  
3360 Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest  
3361 error.

3362 (d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes  
3363 by the Applicable Borrower to a Governmental Authority, the Applicable Borrower shall deliver to the  
3364 Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority  
3365 evidencing such payment, a copy of the return reporting such payment or other evidence of such payment  
3366 reasonably satisfactory to the Administrative Agent.

3367 (e) Each Lender shall severally indemnify the Administrative Agent for any Taxes  
3368 (but, in the case of any Indemnified Taxes, only to the extent that any Loan Party has not already  
3369 indemnified the Administrative Agent for such Indemnified Taxes and without limiting or expanding the  
3370 obligation of the Applicable Borrower to do so) attributable to such Lender that are paid or payable by the  
3371 Administrative Agent in connection with any Loan Document and any reasonable expenses arising  
3372 therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted  
3373 by the relevant Governmental Authority. The indemnity under this Section shall be paid within 10 days  
3374 after the Administrative Agent delivers to the applicable Lender a certificate stating the amount of Taxes  
3375 so paid or payable by the Administrative Agent. Such certificate shall be conclusive of the amount so  
3376 paid or payable absent manifest error.

3377 (f) Any Lender that is entitled to an exemption from, or reduction of, any applicable  
3378 withholding Tax with respect to any payments under any Loan Document shall deliver to the Parent  
3379 Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers)  
3380 (with a copy to the Administrative Agent), at the time or times prescribed by applicable law, such  
3381 properly completed and executed documentation prescribed by applicable law or reasonably requested by  
3382 the Parent Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary  
3383 Borrowers) or the Administrative Agent as will permit such payments to be made without withholding, or  
3384 at a reduced rate of, withholding. In addition, any Lender, if reasonably requested by the Parent Borrower  
3385 or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or  
3386 reasonably requested by the Parent Borrower or the Administrative Agent as will enable the Parent  
3387 Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup  
3388 withholding or information reporting requirements. If any form or certification previously delivered  
3389 pursuant to this Section expires or becomes obsolete or inaccurate in any respect with respect to a Lender,  
3390 such Lender shall promptly (and in any event within 10 Business Days after such expiration, obsolescence  
3391 or inaccuracy) notify the Parent Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~ and the  
3392 Foreign Subsidiary Borrowers) and the Administrative Agent in writing of such expiration, obsolescence  
3393 or inaccuracy and update the form or certification if it is legally eligible to do so.

3394 (i) Without limiting the generality of the foregoing, with respect to any Loan made  
3395 to the Parent Borrower, ~~a Subsidiary Term Borrower~~ or a Foreign Subsidiary Borrower that is or  
3396 deemed a U.S. Person (the "Applicable U.S. Borrower"), any Lender shall, to the extent it is  
3397 legally eligible to do so, deliver to the Applicable U.S. Borrower and the Administrative Agent  
3398 (in such number of copies reasonably requested by the Applicable U.S. Borrower and the  
3399 Administrative Agent) on or prior to the date on which such Lender becomes a party hereto, duly  
3400 completed and executed copies of whichever of the following is applicable:

3401 (A) in the case of a Lender that is a U.S. Person, IRS Form W-9 certifying  
3402 that such Lender is exempt from U.S. Federal backup withholding tax;

3403 (B) in the case of a Non-U.S. Lender claiming the benefits of an income tax  
3404 treaty to which the United States is a party (1) with respect to payments of interest under  
3405 any Loan Document, the applicable IRS Form W-8BEN or W-8BEN-E establishing an  
3406 exemption from, or reduction of, U.S. Federal withholding Tax pursuant to the "interest"  
3407 article of such tax treaty and (2) with respect to any other applicable payments under this  
3408 Agreement, the applicable IRS Form W-8BEN or W-8BEN-E establishing an exemption  
3409 from, or reduction of, U.S. Federal withholding Tax pursuant to the "business profits" or  
3410 "other income" article of such tax treaty;

3411 (C) in the case of a Non-U.S. Lender for whom payments under this  
3412 Agreement constitute income that is effectively connected with such Lender's conduct of  
3413 a trade or business in the United States, IRS Form W-8ECI;

3414 (D) in the case of a Non-U.S. Lender claiming the benefits of the exemption  
3415 for portfolio interest under Section 881(c) of the Code both (1) the applicable IRS Form  
3416 W-8BEN or W-8BEN-E and (2) a certificate substantially in the form of Exhibit I ~~to~~  
3417 "U.S. Tax Certificate" to the effect that such Lender is not (a) a "bank" within the  
3418 meaning of Section 881(c)(3)(A) of the Code, (b) a "10 percent shareholder" of the

3419 Applicable U.S. Borrower within the meaning of Section 881(c)(3)(B) of the Code (c) a  
3420 “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code and (d)  
3421 conducting a trade or business in the United States with which the relevant interest  
3422 payments are effectively connected (a “U.S. Tax Certificate”);

3423 (E) in the case of a Non-U.S. Lender that is not the beneficial owner of  
3424 payments made under this Agreement (including a partnership or a participating Lender)  
3425 (1) an IRS Form W-8IMY on behalf of itself ~~and (2) the relevant forms prescribed in~~  
3426 ~~clauses (A), (B), (C), (D) and (F) of this paragraph (g)(ii) that would be required of each~~  
3427 ~~such~~, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E,  
3428 as applicable, and (2) a U.S. Tax Certificate substantially in the form of Exhibit I-2 or  
3429 Exhibit I-3, IRS Form W-9, and/or other certification documents from each beneficial  
3430 ~~owner or partner of such partnership if such beneficial owner or partner were a Lender, as~~  
3431 applicable; provided, however, that if the Lender is a partnership and one or more of its  
3432 partners are claiming the exemption for portfolio interest under Section 881(c) of the  
3433 Code, such Lender may provide a U.S. Tax Certificate substantially in the form of  
3434 Exhibit I-4 on behalf of each such partner; or

3435 (F) any other form prescribed by law as a basis for claiming exemption from,  
3436 or a reduction of, U.S. Federal withholding Tax together with such supplementary  
3437 documentation necessary to enable the Applicable U.S. Borrower or the Administrative  
3438 Agent to determine the amount of Tax (if any) required by law to be withheld.

3439 (ii) If a payment made to a Lender under any Loan Document would be subject to  
3440 U.S. Federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the  
3441 applicable reporting requirements of FATCA (including those contained in Section 1471(b) or  
3442 1472(b) of the Code, as applicable), such Lender shall deliver to the Applicable U.S. Borrower  
3443 and the Administrative Agent, at the time or times prescribed by law and at such time or times  
3444 reasonably requested by the Applicable U.S. Borrower or the Administrative Agent, such  
3445 documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i)  
3446 of the Code) and such additional documentation reasonably requested by the Applicable U.S.  
3447 Borrower or the Administrative Agent as may be necessary for the Applicable U.S. Borrower or  
3448 the Administrative Agent, to comply with its obligations under FATCA, to determine that such  
3449 Lender has or has not complied with such Lender’s obligations under FATCA and, as necessary,  
3450 to determine the amount to deduct and withhold from such payment. Solely for purposes of this  
3451 Section 2.17(f)(ii), “FATCA” shall include any amendments made to FATCA after the  
3452 Restatement Date.

3453 Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties  
3454 and to any successor Administrative Agent any documentation provided by such Lender to the  
3455 Administrative Agent pursuant to Section 2.17(f).

3456 For purposes of determining withholding Taxes imposed under FATCA, from and after  
3457 the Restatement Date, the Parent Borrower (on behalf of itself and the Foreign Subsidiary Borrowers) and  
3458 the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat)  
3459 the Loan Documents as not qualifying as a “grandfathered obligation” within the meaning of Treasury  
3460 Regulation Section 1.1471-2(b)(2)(i).

3461 (g) If any party determines, in its sole discretion exercised in good faith, that it has  
3462 received a refund of any Indemnified Taxes (including additional amounts paid pursuant to this Section  
3463 2.17), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of  
3464 indemnity payments made, or additional amounts paid, under this Section 2.17 with respect to the  
3465 Indemnified Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of  
3466 such indemnified party and without interest (other than any interest paid by the relevant Governmental  
3467 Authority with respect to such refund); provided, however, that such indemnifying party, upon the request  
3468 of such indemnified party, agrees to repay to such indemnified party the amount paid to such indemnified  
3469 party pursuant to the previous sentence (plus any penalties, interest or other charges imposed by the  
3470 relevant Governmental Authority) in the event such indemnified party is required to repay such refund to  
3471 such Governmental Authority. Nothing contained in this Section 2.17(g) shall require any indemnified  
3472 party to make available its Tax returns or any other information relating to its Taxes which it deems  
3473 confidential to the indemnifying party or any other Person.

3474 (h) For purposes of Section 2.17, the term “Lender” includes any Issuing Bank.

3475 ~~(i) For purposes of determining withholding Taxes imposed under FATCA, from~~  
3476 ~~and after the Restatement Date, the Parent Borrower (on behalf of itself, the Subsidiary Term Borrowers~~  
3477 ~~and the Foreign Subsidiary Borrowers) and the Administrative Agent shall treat (and the Lenders hereby~~  
3478 ~~authorize the Administrative Agent to treat) the Loan Documents as not qualifying as a “grandfathered~~  
3479 ~~obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).~~

3480 (ji) Without limiting the provisions of Section 2.17(g), if a UK Tax Deduction is  
3481 required by law to be made by a Loan Party from an Applicable UK Payment to a Revolving Lender which  
3482 is a Treaty Lender and any Loan Party makes an increased payment to that Treaty Lender under Sections  
3483 2.17(a) or 2.17(c) in respect of that UK Tax Deduction but the Treaty Lender is or becomes entitled to a  
3484 refund of the relevant Tax by virtue of the relevant Treaty (a “Treaty Rebate”), the Treaty Lender shall,  
3485 following written request to do so from the relevant Loan Party, use commercially reasonable  
3486 ~~endeavours~~endeavors to claim that Treaty Rebate from the relevant Governmental Authority and shall pay  
3487 to the relevant Loan Party a sum equal to the amount of that Treaty Rebate, net of all out-of-pocket  
3488 expenses (including any Taxes) and without interest (other than any interest paid by the relevant  
3489 Governmental Authority in respect of such refund), as soon as reasonably practicable following receipt of  
3490 the Treaty Rebate from the relevant Governmental Authority. Nothing contained in this Section 2.17(j)  
3491 shall require any Treaty Lender to make available its Tax returns or any other information relating to its  
3492 Taxes which it deems confidential to that Lender or any other person.

3493 (kj) Notwithstanding anything to the contrary in any other provision of this Section  
3494 2.17, in the case of any UK Loan, no payment by any Loan Party under any Loan Document to that  
3495 Revolving Lender in connection with that UK Loan (an “Applicable UK Payment”) shall be increased  
3496 pursuant to Section 2.17(a) by reason of any deduction or withholding on account of Taxes imposed by  
3497 the United Kingdom (a “UK Tax Deduction”) and no Loan Party shall be liable to make any payment  
3498 under Section 2.17(c) to a Revolving Lender as a result of or in connection with any such UK Tax  
3499 Deduction if, on the date on which the Applicable UK Payment falls due:

3500 (i) the payment could have been made to the relevant Lender without a UK Tax  
3501 Deduction if the Lender had been a Qualifying Lender but, on that date, that Lender is not or has  
3502 ceased to be a Qualifying Lender other than as a result of any change after the date it became a  
3503 Lender under this Agreement in (or in the interpretation, administration, or application of) any  
3504 law or Treaty or any published practice or published concession of any relevant taxing authority;  
3505 or

3506 (ii) the relevant Lender is a Qualifying Lender solely by virtue of clause (a)(ii) of the  
3507 definition of Qualifying Lender, and:

3508 (A) an officer of H.M. Revenue & Customs has given (and not revoked) a  
3509 direction (a “Direction”) under section 931 of the ITA which relates to the payment and  
3510 that Lender has received from the UK Borrower making the payment a certified copy of  
3511 that Direction; and

3512 (B) the payment could have been made to the Lender without any UK Tax  
3513 Deduction if that Direction had not been made; or

3514 (iii) the relevant Lender is a Qualifying Lender solely by virtue of clause (a)(ii) of the  
3515 definition of Qualifying Lender and:

3516 (A) the relevant Lender has not given a Tax Confirmation to the UK  
3517 Borrower; and

3518 (B) the payment could have been made to the Lender without any UK Tax  
3519 Deduction if the Lender had given a Tax Confirmation to the UK Borrower, on the basis  
3520 that the Tax Confirmation would have enabled the UK Borrower to have formed a  
3521 reasonable belief that the payment was an “excepted payment” for the purpose of section  
3522 930 of the ITA; or

3523 (iv) the relevant Lender is a Treaty Lender and the Loan Party making the payment is  
3524 able to demonstrate that the payment could have been made to the Lender without a UK Tax  
3525 Deduction had the Lender complied with its obligations under paragraphs (l)(i) and (l)(iii) below.

3526 (~~h~~) Without limiting the provisions of Section 2.17(f):

3527 (i) a Treaty Lender and each relevant UK Borrower which makes a payment to  
3528 which that Treaty Lender is entitled shall co-operate in completing any procedural formalities  
3529 necessary for that Loan Party to obtain authorisation to make that payment without a UK Tax  
3530 Deduction and, upon satisfying a. or b. below, such Treaty Lender shall be deemed to have  
3531 satisfied its obligations under this paragraph:

3532 (A) a Treaty Lender which (a) is a party to this Agreement on the date on  
3533 which a UK Borrower becomes a party to this Agreement pursuant to Section 2.20,(b)  
3534 wishes to lend to that UK Borrower, and (c) holds a passport under the HMRC DT Treaty  
3535 Passport scheme which it wishes to apply to this Agreement, shall confirm its scheme  
3536 reference number and its jurisdiction of tax residence in writing to the Parent Borrower  
3537 and the Administrative Agent on or before (y) the date on which the UK Borrower  
3538 becomes a party to this Agreement or, if later, (z) the date falling 5 Business Days after  
3539 the Administrative Agent has notified the Treaty Lender that the UK Borrower has or will  
3540 become a party to this Agreement in accordance with Section 2.20;

3541 (B) a Treaty Lender which (a) becomes a party to this Agreement after the  
3542 date on which a UK Borrower has become a party to this Agreement pursuant to Section  
3543 2.20, (b) wishes to lend to that UK Borrower, and (c) holds a passport under the HMRC  
3544 DT Treaty Passport scheme which it wishes to apply to this Agreement, shall confirm its  
3545 scheme reference number and its jurisdiction of tax residence in writing to the Parent  
3546 Borrower and the Administrative Agent on or before the date on which it becomes a party  
3547 to this Agreement;

3548 (ii) (within 30 days of a Treaty Lender satisfying a. or b. in paragraph (i) above, each  
3549 relevant UK Borrower shall duly complete and file an HM Revenue & Customs form DTTP2  
3550 which contains the Treaty Lender's scheme reference number and jurisdiction of tax residence as  
3551 notified to the Parent Borrower in accordance with a. or b. in paragraph (i) above (a "UK  
3552 Borrower DTTP Filing");

3553 (iii) if a Treaty Lender has confirmed its scheme reference number and its jurisdiction  
3554 of tax residence in accordance with a. or b. of paragraph (i) above and:

3555 (A) a UK Borrower making a payment to that Treaty Lender has not made a  
3556 UK Borrower DTTP Filing in respect of that Lender within the period provided for in  
3557 paragraph (ii) above; or

3558 (B) a UK Borrower making a payment to that Treaty Lender has made a UK  
3559 Borrower DTTP Filing in respect of that Treaty Lender but:

3560 (i) that UK Borrower DTTP Filing has been rejected by HM  
3561 Revenue & Customs; or

3562 (ii) HM Revenue & Customs has not given the UK Borrower  
3563 authority to make payments to that Treaty Lender without a UK Tax Deduction  
3564 within 60 days of the date of the UK Borrower DTTP Filing,

3565 and in each case, the UK Borrower has notified that Treaty Lender in writing, that Treaty  
3566 Lender and the UK Borrower shall co-operate in completing any additional procedural  
3567 formalities necessary for that UK Borrower to obtain authorisation to make that payment  
3568 without a UK Tax Deduction;

3569 (iv) if a Lender has not confirmed its scheme reference number and jurisdiction of tax  
3570 residence in accordance with a. or b. in paragraph (i) above, no Loan Party shall make a UK  
3571 Borrower DTTP Filing or file any other form relating to the HMRC DT Treaty Passport scheme  
3572 in respect of that Lender's Commitment(s) or its participation in any Loan unless the Lender  
3573 otherwise agrees;

3574 (v) a UK Borrower shall, promptly on making a UK Borrower DTTP Filing, deliver  
3575 a copy of that UK Borrower DTTP Filing to the Administrative Agent for delivery to the relevant  
3576 Lender.

3577 (~~m~~) A Lender which is a Qualifying Lender solely by virtue of clause (a)(ii) of the  
3578 definition of Qualifying Lender:

3579 (i) which wishes to lend to a UK Borrower and which is a party to this Agreement  
3580 on the date on which that UK Borrower becomes a party to this Agreement pursuant to Section  
3581 2.20 shall give a Tax Confirmation to the Parent Borrower on or before the date on which the UK  
3582 Borrower becomes a party to this Agreement or, if later, the date falling 5 Business Days after the  
3583 Administrative Agent has notified the Lender that the UK Borrower has or will become a party to  
3584 this Agreement in accordance with Section 2.20;



3585 (ii) which wishes to lend to a UK Borrower and which becomes a party to this  
3586 Agreement after the date on which that UK Borrower has become a party to this Agreement  
3587 pursuant to Section 2.20 shall give a Tax Confirmation to the Parent Borrower on or before the  
3588 date on which it becomes a party to this Agreement; and

3589 (iii) shall promptly notify the Parent Borrower if there is any change in the position  
3590 from that set out in its Tax Confirmation.

3591 SECTION 2.18 Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

3592 (a) The Parent Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~ and the  
3593 Foreign Subsidiary Borrowers) shall make each payment (other than any payment in respect of the  
3594 principal or interest on, or the fronting fee with respect to, the Foreign Currency Loans or reimbursement  
3595 of LC Disbursements made in LC Foreign Currencies) required to be made by it hereunder or under any  
3596 other Loan Document (whether of principal, interest or fees or reimbursement of LC Disbursements, or of  
3597 amounts payable under Section 2.15, 2.16 or 2.17, or otherwise), on or before the time expressly required  
3598 hereunder or under such other Loan Document for such payment (or, if no such time is expressly  
3599 required, prior to 12:00 noon, New York City time), on the date when due, in immediately available  
3600 funds, without set-off or counterclaim. The Parent Borrower (on behalf of itself, ~~the Subsidiary Term~~  
3601 ~~Borrowers~~ and the Foreign Subsidiary Borrowers) shall make each payment in respect of the principal or  
3602 interest on, or the fronting fee with respect to, the Foreign Currency Loans or reimbursement of LC  
3603 Disbursements made in LC Foreign Currencies, in each case, required to be made by it hereunder or  
3604 under any other Loan Document, on or before the time expressly required hereunder or under such other  
3605 Loan Document for such payment (or, if no such time is expressly required, prior to the time for payment  
3606 for the relevant currency set forth on the Administrative Schedule), on the date when due, in immediately  
3607 available funds, without set-off or counterclaim. Any amounts received after such time on any date may,  
3608 in the discretion of the Administrative Agent or Foreign Currency Agent, as applicable, be deemed to  
3609 have been received on the next succeeding Business Day for purposes of calculating interest thereon. All  
3610 such payments (other than payments on account of principal or interest on, or the fronting fee with respect  
3611 to, Foreign Currency Loans and reimbursements of LC Disbursements made in LC Foreign Currencies)  
3612 shall be made to the Administrative Agent at its offices at 383 Madison Avenue, New York, New York  
3613 (or such other office as notified by the Administrative Agent to the Parent Borrower in writing), except  
3614 that payments to be made directly to the Issuing Bank or Swingline Lenders as expressly provided herein  
3615 shall be so made and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 10.03 shall be made  
3616 directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to  
3617 the Persons specified therein. All payments on account of principal or interest on, or the fronting fee with  
3618 respect to, Foreign Currency Loans and reimbursements of LC Disbursements made in LC Foreign  
3619 Currencies shall be made to the Foreign Currency Agent, for the account of the applicable Foreign  
3620 Currency Lenders (or, with respect to the fronting fee, the Fronting Lender) at the office set forth on the  
3621 Administrative Schedule. The Administrative Agent or the Foreign Currency Agent, as applicable, shall  
3622 distribute any such payments received by it for the account of any other Person to the appropriate  
3623 recipient promptly following receipt thereof. If any payment under any Loan Document shall be due on a  
3624 day that is not a Business Day, the date for payment shall be extended to the next succeeding Business  
3625 Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of  
3626 such extension. Subject to Section 9.01, all payments (including prepayments) to be made by the Parent  
3627 Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers)  
3628 hereunder and under each other Loan Document, whether on account of principal, interest, fees or  
3629 otherwise (other than payments in respect of the principal or interest on, or the fronting fee with respect  
3630 to, the Foreign Currency Loans or reimbursement of LC Disbursements made in LC Foreign Currencies)  
3631 shall be made in dollars. Subject to Section 9.01 and other than as set forth in Section 2.05 or Section

3632 2.24(d), all payments (including prepayments) to be made by the Parent Borrower (on behalf of itself, ~~the~~  
3633 ~~Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers) hereunder or under each other Loan  
3634 Document on account of principal or interest on, or the fronting fee with respect to, the Foreign Currency  
3635 Loans and reimbursements of LC Disbursements made in LC Foreign Currencies shall be made in the  
3636 relevant Foreign Currency. To the extent prohibited by applicable law, as described in the definition of  
3637 "Excluded Swap Obligation," no amounts received from, or set off with respect to, any Loan Party shall  
3638 be applied to any Excluded Swap Obligations of such Loan Party.

3639 (b) If at any time insufficient funds are received by and available to the  
3640 Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and  
3641 fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then  
3642 due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and  
3643 fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC  
3644 Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the  
3645 amounts of principal and unreimbursed LC Disbursements then due to such parties.

3646 (c) If any Lender shall, by exercising any right of set-off or counterclaim or  
3647 otherwise, obtain payment in respect of any principal of or interest on any of its Revolving Loans;  
3648 ~~Tranche A Term Loans~~ or participations in LC Disbursements or Swingline Loans resulting in such  
3649 Lender receiving payment of a greater proportion of the aggregate amount of its Revolving ~~Loans;~~  
3650 ~~Tranche A Term~~ Loans and participations in LC Disbursements and Swingline Loans and accrued interest  
3651 thereon than the proportion received by any other Lender, then the Lender receiving such greater  
3652 proportion shall purchase (for cash at face value) participations in the Revolving Loans, ~~Tranche A Term~~  
3653 ~~Loans~~ and participations in LC Disbursements and Swingline Loans of other Lenders to the extent  
3654 necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance  
3655 with the aggregate amount of principal of and accrued interest on their respective Revolving Loans;  
3656 ~~Tranche A Term Loans~~ and participations in LC Disbursements and Swingline Loans; provided that (i) if  
3657 any such participations are purchased and all or any portion of the payment giving rise thereto is  
3658 recovered, such participations shall be rescinded and the purchase price restored to the extent of such  
3659 recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any  
3660 payment made by the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary  
3661 Borrower pursuant to and in accordance with the express terms of this Agreement or any payment  
3662 obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans  
3663 or participations in LC Disbursements to any assignee or participant, other than to the Parent Borrower or  
3664 any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Parent  
3665 Borrower, ~~each Subsidiary Term Borrower~~ and each Foreign Subsidiary Borrower consents to the  
3666 foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender  
3667 acquiring a participation pursuant to the foregoing arrangements may exercise against the Parent  
3668 Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower, as the case may be, rights  
3669 of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct  
3670 creditor of the Parent Borrower, ~~such Subsidiary Term Borrower~~ or such Foreign Subsidiary Borrower in  
3671 the amount of such participation.

3672 (d) Unless the Administrative Agent or Foreign Currency Agent, as applicable, shall  
3673 have received notice from the Parent Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~ and  
3674 the Foreign Subsidiary Borrowers) prior to the date on which any payment hereunder is due to (a) the  
3675 Administrative Agent for the account of the Lenders or the Issuing Bank or (b) the Foreign Currency  
3676 Agent for the account of the Foreign Currency Lenders, the Fronting Lender or the Issuing Bank that the  
3677 Parent Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower, as the case may be,  
3678 will not make such payment, the Administrative Agent or Foreign Currency Agent, as applicable, may

3679 assume that the Parent Borrower, ~~such Subsidiary Term Borrower~~ or such Foreign Subsidiary Borrower,  
3680 as the case may be, has made such payment on such date in accordance herewith and may, in reliance  
3681 upon such assumption, distribute to the Lenders, the Foreign Currency Lenders, the Fronting Lender or  
3682 the Issuing Bank, as the case may be, the amount due. In such event, if the Parent Borrower, ~~such~~  
3683 ~~Subsidiary Term Borrower~~ or such Foreign Subsidiary Borrower, as the case may be, has not in fact made  
3684 such payment due to (i) the Administrative Agent, then each of the Lenders or the Issuing Bank, as the  
3685 case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so  
3686 distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date  
3687 such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the  
3688 greater of the ~~Federal Funds Effective~~ NYFRB Rate and a rate determined by the Administrative Agent in  
3689 accordance with banking industry rules on interbank compensation or (ii) the Foreign Currency Agent,  
3690 then each of the Foreign Currency Lenders, the Fronting Lender or the Issuing Bank, as the case may be,  
3691 severally agrees to repay to the Foreign Currency Agent forthwith on demand the amount so distributed to  
3692 such Foreign Currency Lenders, Fronting Lender or Issuing Bank with interest thereon, for each day from  
3693 and including the date such amount is distributed to it to but excluding the date of payment to the Foreign  
3694 Currency Agent, at a rate determined by the Foreign Currency Agent in accordance with banking industry  
3695 rules on interbank compensation.

3696 (e) If any Lender shall fail to make any payment required to be made by it pursuant  
3697 to Section 2.04(d), 2.05(d) or (e), 2.06(b), 2.18(d) or 10.03(c), then the Administrative Agent or Foreign  
3698 Currency Agent, as applicable, may, in its discretion (notwithstanding any contrary provision hereof),  
3699 apply any amounts thereafter received by the Administrative Agent or Foreign Currency Agent, as  
3700 applicable, for the account of such Lender to satisfy such Lender's obligations under such Sections until  
3701 all such unsatisfied obligations are fully paid.

3702 SECTION 2.19 Mitigation Obligations; Replacement of Lenders.

3703 (a) If any Lender requests compensation under Section 2.15, or if the Parent  
3704 Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower is required to pay any  
3705 additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant  
3706 to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for  
3707 funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its  
3708 offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment (i)  
3709 would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the  
3710 future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not  
3711 otherwise be disadvantageous to such Lender. The Parent Borrower (on behalf of itself, ~~the Subsidiary~~  
3712 ~~Term Borrowers~~ and the Foreign Subsidiary Borrowers) hereby agrees to pay all reasonable costs and  
3713 expenses incurred by any Lender in connection with any such designation or assignment.

3714 (b) If any Lender requests compensation under Section 2.15, or if the Parent  
3715 Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower is required to pay any  
3716 additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant  
3717 to Section 2.17, or if any Lender defaults in its obligation to fund Loans hereunder (or, in the case of a  
3718 Revolving Lender, becomes a Defaulting Lender), then the Parent Borrower (on behalf of itself, ~~the~~  
3719 ~~Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers) may, at its sole expense and effort,  
3720 upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate,  
3721 without recourse (in accordance with and subject to the restrictions contained in Section 10.04), all its  
3722 interests, rights and obligations under this Agreement to an assignee selected by the Parent Borrower that  
3723 shall assume such obligations (which assignee may be another Lender, if a Lender accepts such  
3724 assignment); provided that (i) the Parent Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~

3725 and the Foreign Subsidiary Borrowers) shall have received the prior written consent of the Administrative  
3726 Agent ~~(and, if a Revolving Commitment is being assigned, the Issuing Bank and Swingline Lenders),~~  
3727 which consent shall not unreasonably be withheld, (ii) such Lender shall have received payment of an  
3728 amount equal to the outstanding principal of its Loans and participations in LC Disbursements and  
3729 Swingline Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder,  
3730 from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Parent  
3731 Borrower, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers (in the case of all other  
3732 amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under  
3733 Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a  
3734 material reduction in such compensation or payments. A Lender shall not be required to make any such  
3735 assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the  
3736 circumstances entitling the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary  
3737 Borrower to require such assignment and delegation cease to apply.

3738 SECTION 2.20 Designation of Foreign Subsidiary Borrowers. (a) The Parent  
3739 Borrower may at any time and from time to time, with the prior consent of the Administrative Agent  
3740 (such consent not to be unreasonably withheld or delayed), designate any Foreign Subsidiary as a Foreign  
3741 Subsidiary Borrower, by delivery to the Administrative Agent of a Foreign Subsidiary Borrowing  
3742 Agreement executed by such Foreign Subsidiary and the Parent Borrower, and upon such consent and  
3743 such delivery (together with the delivery of the applicable Foreign Security Documents and the  
3744 satisfaction of the Foreign Security Collateral and Guarantee Requirement), such Foreign Subsidiary shall  
3745 for all purposes of this Agreement and the other Loan Documents be a Foreign Subsidiary Borrower until  
3746 the Parent Borrower shall terminate such designation pursuant to a termination agreement satisfactory to  
3747 the Administrative Agent, whereupon such Foreign Subsidiary shall cease to be a Foreign Subsidiary  
3748 Borrower and a party to this Agreement and any other applicable Loan Documents. Notwithstanding the  
3749 preceding sentence, but subject to Section 10.04(a), no such termination will become effective as to any  
3750 Foreign Subsidiary Borrower at a time when any principal of or interest on any Loan to such Foreign  
3751 Subsidiary Borrower is outstanding. The Administrative Agent shall notify the Revolving Lenders at  
3752 least five Business Days prior to granting such consent and, if any Revolving Lender notifies the  
3753 Administrative Agent within five Business Days that it is not permitted by applicable requirements of law  
3754 or any of its organizational policies to make Revolving Loans to, or participate in Letters of Credit for the  
3755 account of, the relevant Foreign Subsidiary, shall withhold such consent or shall give such consent only  
3756 upon effecting changes to the provisions of this Article II as are contemplated by paragraph (b) of this  
3757 Section 2.20 that will ensure that such Revolving Lender is not required to make Revolving Loans to, or  
3758 participate in Letters of Credit for the account of, such Foreign Subsidiary. As soon as practicable upon  
3759 receipt of a Foreign Subsidiary Borrowing Agreement, the Administrative Agent shall send a copy thereof  
3760 to each Lender.

3761 (b) In order to accommodate (i) the designation of a Foreign Subsidiary as a Foreign  
3762 Subsidiary Borrower or (ii) extensions of credit to a Foreign Subsidiary Borrower, in each case, where  
3763 one or more Revolving Lenders are able and willing to lend Revolving Loans to, and participate in Letters  
3764 of Credit issued for the account of, such Foreign Subsidiary, but other Revolving Lenders are not so able  
3765 and willing, the Administrative Agent shall be permitted, with the consent of the Parent Borrower, to  
3766 effect such changes to the provisions of this Article II as it reasonably believes are appropriate in order for  
3767 such provisions to operate in a customary and usual manner for "multiple-currency" syndicated lending  
3768 agreements to a limited liability company and certain of its foreign subsidiaries, all with the intention of  
3769 providing procedures for the Revolving Lenders who are so able and willing to extend credit to such  
3770 Foreign Subsidiaries and for the other Revolving Lenders not to be required to do so. Prior to effecting  
3771 any such changes, the Administrative Agent shall give all Revolving Lenders at least three Business  
3772 Days' notice thereof and an opportunity to comment thereon.

3774 (a) The Parent Borrower may on one or more occasions, by written notice to the  
 3775 Administrative Agent, request ~~(i)~~, during the Revolving Availability Period, the establishment of  
 3776 Incremental Revolving Commitments and/or ~~(ii) the establishment of Incremental Term Commitments;~~  
 3777 provided that, at the time of (and after giving effect to) the establishment of any Incremental Revolving  
 3778 Commitments ~~or Incremental Term Commitments~~, the aggregate amount of all Incremental Revolving  
 3779 ~~Commitments and Incremental Term Commitments~~ established pursuant to this Section 2.21, together  
 3780 with the aggregate amount of all Incremental Equivalent Debt previously (or substantially  
 3781 simultaneously) incurred pursuant to Section 6.01(a)(xx), shall not exceed the ~~greater~~ sum of (A)  
 3782 \$~~300,000,000~~200,000,000 and (B) an amount such that, after giving effect to the making of such  
 3783 Incremental Revolving Commitments (and assuming any such Incremental Revolving Commitments are  
 3784 fully drawn) and ~~Incremental Term Loans~~ and the making of any other Indebtedness incurred  
 3785 substantially simultaneously therewith, the Senior Secured Net Leverage Ratio, calculated on a pro forma  
 3786 basis, is no greater than ~~2.50~~3.00 to 1.00 ~~(it being understood that (i) the Parent Borrower may incur~~  
 3787 ~~Incremental Revolving Commitments under clause (B) prior to incurring Incremental Revolving~~  
 3788 ~~Commitments under clause (A) and (ii) if the Parent Borrower incurs Incremental Revolving~~  
 3789 ~~Commitments under clause (A) and/or Incremental Equivalent Debt under clause (A)(1) of Section~~  
 3790 ~~6.01(a)(xx) on the same date that it incurs Incremental Revolving Commitments under clause (B), then~~  
 3791 ~~the Senior Secured Net Leverage Ratio for purposes of clause (B) will be calculated without giving regard~~  
 3792 ~~to any incurrence on such date of Incremental Revolving Commitments under clause (A) or Incremental~~  
 3793 ~~Equivalent Debt under clause (A)(1) of Section 6.01(a)(xx)).~~ Each such notice shall specify (A~~1~~) the date  
 3794 on which the Parent Borrower proposes that the Incremental Revolving Commitments ~~or the Incremental~~  
 3795 ~~Term Commitments~~, as applicable, shall be effective, which shall be a date not less than 10 Business  
 3796 Days (or such shorter period as may be agreed to by the Administrative Agent) after the date on which  
 3797 such notice is delivered to the Administrative Agent, and (B~~2~~) the amount of the Incremental Revolving  
 3798 Commitments ~~or Incremental Term Commitments~~, as applicable, being requested (it being agreed that (x)  
 3799 any Lender approached to provide any Incremental Revolving Commitment ~~or Incremental Term~~  
 3800 ~~Commitment~~ may elect or decline, in its sole discretion, to provide such Incremental Revolving  
 3801 ~~Commitment or Incremental Term Commitment~~ and (y) any Person that the Parent Borrower proposes to  
 3802 become an Incremental Lender, if such Person is not then a Lender, must be reasonably acceptable to the  
 3803 Administrative Agent ~~and, in the case of any proposed Incremental Revolving Lender, the Issuing Bank~~  
 3804 and the Swingline Lenders).

3805 (b) The terms and conditions of any Incremental Revolving Commitment and Loans  
 3806 and other extensions of credit to be made thereunder shall be identical to those of ~~the~~ any then existing  
 3807 Class of Revolving Commitments and Loans and other extensions of credit made thereunder, and shall be  
 3808 treated as a single Class with such Revolving Commitments and Loans. ~~The terms and conditions of any~~  
 3809 ~~Incremental Term Commitments and the Incremental Term Loans to be made thereunder shall be, except~~  
 3810 ~~as otherwise set forth herein or in the applicable Incremental Facility Agreement, identical to those of the~~  
 3811 ~~Tranche A Term Commitments and the Tranche A Term Loans; provided that (i) the interest rate margins~~  
 3812 ~~with respect to any Incremental Term Loans shall be as agreed by the Borrower and the lenders in respect~~  
 3813 ~~thereof, (ii) any Incremental Term Loan shall have terms, in Parent Borrower's reasonable judgment,~~  
 3814 ~~customary for a term loan under then existing market convention, (iii) subject to clause (ii) above, the~~  
 3815 ~~amortization schedule with respect to any Incremental Term Loans shall be as agreed by the Borrower~~  
 3816 ~~and the lenders in respect thereof, provided that the weighted average life to maturity of any Incremental~~  
 3817 ~~Term Loans shall be no shorter than the remaining weighted average life to maturity of the Tranche A~~  
 3818 ~~Terms Loans, (iv) no Incremental Term Maturity Date with respect to Incremental Term Loans shall be~~  
 3819 ~~earlier than the later of (1) the Tranche A Maturity Date and (2) the Latest Maturity Date then in effect~~  
 3820 ~~with respect to Extended Term Loans, (v) except as set forth above, the Incremental Term Loans shall be~~

3821 treated no more favorably than the Tranche A Term Loans (in each case, including with respect to  
3822 mandatory and voluntary prepayments); provided that the foregoing shall not apply to covenants or other  
3823 provisions applicable only to periods after the Latest Maturity Date in effect immediately prior to the  
3824 establishment of such Incremental Term Loans; provided further that any Incremental Term Loans may  
3825 add additional covenants or events of default not otherwise applicable to the Tranche A Term Loans or  
3826 covenants more restrictive than the covenants applicable to the Tranche A Term Loans in each case prior  
3827 to the Latest Maturity Date in effect immediately prior to the establishment of such Incremental Facility  
3828 so long as all Lenders receive the benefits of such additional covenants, events of default or more  
3829 restrictive covenants, (vi) to the extent the terms applicable to any Incremental Term Loans are  
3830 inconsistent with the terms applicable to the Tranche A Term Loans (except, in each case, as otherwise  
3831 permitted pursuant to this paragraph (b)), such terms shall be reasonably satisfactory to the  
3832 Administrative Agent, and (vii) any Incremental Facility shall have the same Guarantees as, shall rank  
3833 pari passu with respect to the Liens on the Collateral and in right of payment with the Loans (except to the  
3834 extent that the related Incremental Facility Agreement provides for such Incremental Term Loans to be  
3835 treated less favorably, in which case such Incremental Term Loans shall be subject to a customary  
3836 intercreditor agreement in form and substance reasonably satisfactory to the Administrative Agent). Any  
3837 Incremental Term Commitments established pursuant to an Incremental Facility Agreement that have  
3838 identical terms and conditions, and any Incremental Term Loans made thereunder, shall be designated as  
3839 a separate series (each a "Series") of Incremental Term Commitments and Incremental Term Loans for all  
3840 purposes of this Agreement. Notwithstanding the foregoing, in no event shall there be more than seven  
3841 maturity dates in respect of the Credit Facilities (including any Extended Term Loans, Extended  
3842 Revolving Commitments, Replacement Term Loans or Replacement Revolving Facilities).

3843 (c) The Incremental Commitments shall be effected pursuant to one or more  
3844 Incremental Facility Agreements executed and delivered by Holdings, the Parent Borrower, each  
3845 Incremental Lender providing such Incremental Commitments and the Administrative Agent; provided  
3846 that ~~(other than with respect to the incurrence of Incremental Term Loans the proceeds of which shall be~~  
3847 ~~used to consummate an acquisition permitted by this Agreement for which the Parent Borrower has~~  
3848 ~~determined, in good faith, that limited conditionality is reasonably necessary (any such acquisition, a~~  
3849 ~~"Limited Conditionality Acquisition") as to which conditions (i) through (iii) below shall not apply) no~~  
3850 Incremental Commitments shall become effective unless (i) no Default or Event of Default shall have  
3851 occurred and be continuing on the date of effectiveness thereof, both immediately prior to and  
3852 immediately after giving effect to such Incremental Commitments and the making of Loans and issuance  
3853 of Letters of Credit thereunder to be made on such date, (ii) on the date of effectiveness thereof, the  
3854 representations and warranties of each Loan Party set forth in the Loan Documents shall be true and  
3855 correct on and as of such date, (iii) after giving effect to such Incremental Commitments and the making  
3856 of Loans and other extensions of credit thereunder to be made on the date of effectiveness thereof (and  
3857 assuming in the case of any Incremental Revolving Commitments to be made on the date of effectiveness  
3858 thereof that such Incremental Revolving Commitments are fully drawn), Holdings and the Parent  
3859 Borrower shall be in pro forma compliance with the financial covenants set forth in Sections 6.12 and  
3860 6.13, (iv) the Parent Borrower shall make any payments required to be made pursuant to Section 2.16 in  
3861 connection with such Incremental Commitments and the related transactions under this Section, and (v)  
3862 the other conditions, if any, set forth in the applicable Incremental Facility Agreement are satisfied;  
3863 ~~provided further that no Incremental Term Loans in respect of a Limited Conditionality Acquisition shall~~  
3864 ~~become effective unless (i) no Default or Event of Default shall have occurred and be continuing as of the~~  
3865 ~~date of entry into the definitive acquisition documentation in respect of such Limited Conditionality~~  
3866 ~~Acquisition (the "Limited Conditionality Acquisition Agreement"), (ii) on the date of effectiveness of the~~  
3867 ~~Limited Conditionality Acquisition Agreement, the representations and warranties of each Loan Party set~~  
3868 ~~forth in the Loan Documents shall be true and correct on and as of such date and (iii) on the date of~~  
3869 ~~effectiveness of the Limited Conditionality Acquisition Agreement and assuming such Incremental Term~~

3870 ~~Loans were made on such date, Holdings and the Parent Borrower shall be in pro forma compliance with~~  
3871 ~~the financial covenants set forth in Sections 6.12 and 6.13. Each Incremental Facility Agreement may,~~  
3872 ~~without the consent of any Lender, effect such amendments to this Agreement and the other Loan~~  
3873 ~~Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to give effect~~  
3874 ~~to the provisions of this Section.~~

3875 (d) Upon the effectiveness of an Incremental Commitment of any Incremental  
3876 Lender, (i) such Incremental Lender shall be deemed to be a "Lender" (and a Lender in respect of the  
3877 Commitments and Loans of the applicable Class) hereunder, and henceforth shall be entitled to all the  
3878 rights of, and benefits accruing to, Lenders (or Lenders in respect of Commitments and Loans of the  
3879 applicable Class) hereunder and shall be bound by all agreements, acknowledgements and other  
3880 obligations of Lenders (or Lenders in respect of Commitments and Loans of the applicable Class)  
3881 hereunder and under the other Loan Documents, and (ii) ~~in the case of any Incremental Revolving~~  
3882 ~~Commitment,~~ (A) such Incremental Revolving Commitment shall constitute (or, in the event such  
3883 Incremental Lender already has a Revolving Commitment, shall increase) the Revolving Commitment of  
3884 such Incremental Lender and (B) the total Revolving Commitments shall be increased by the amount of  
3885 such Incremental Revolving Commitment, in each case, subject to further increase or reduction from time  
3886 to time as set forth in the definition of the term "Revolving Commitment." For the avoidance of doubt,  
3887 upon the effectiveness of any Incremental Revolving Commitment, the Revolving Exposure of the  
3888 Incremental Revolving Lender holding such Commitment, and the Applicable Percentage of all the  
3889 Revolving Lenders, shall automatically be adjusted to give effect thereto.

3890 (e) On the date of effectiveness of any Incremental Revolving Commitments, each  
3891 Revolving Lender shall assign to each Incremental Revolving Lender holding such Incremental  
3892 Revolving Commitment, and each such Incremental Revolving Lender shall purchase from each  
3893 Revolving Lender, at the principal amount thereof (together with accrued interest), such interests in the  
3894 Revolving Loans and participations in Letters of Credit outstanding on such date as shall be necessary in  
3895 order that, after giving effect to all such assignments and purchases, such Revolving Loans and  
3896 participations in Letters of Credit will be held by all the Revolving Lenders ratably in accordance with  
3897 their Applicable Percentages after giving effect to the effectiveness of such Incremental Revolving  
3898 Commitment.

3899 (f) ~~Subject to the terms and conditions set forth herein and in the applicable~~  
3900 ~~Incremental Facility Agreement, each Lender holding an Incremental Term Commitment of any Series~~  
3901 ~~shall make a loan to the Parent Borrower in an amount equal to such Incremental Term Commitment on~~  
3902 ~~the date specified in such Incremental Facility Agreement. [Reserved].~~

3903 (g) The Administrative Agent shall notify the Lenders promptly upon receipt by the  
3904 Administrative Agent of any notice from the Parent Borrower referred to in paragraph (a) above and of  
3905 the effectiveness of any Incremental Commitments, in each case advising the Lenders of the details  
3906 thereof and, in the case of effectiveness of any Incremental Revolving Commitments, of the Applicable  
3907 Percentages of the Revolving Lenders after giving effect thereto and of the assignments required to be  
3908 made pursuant to paragraph (e) above.

3909 SECTION 2.22 Defaulting Lenders. Notwithstanding any provision of this  
3910 Agreement to the contrary, if any Revolving Lender becomes a Defaulting Lender, then the following  
3911 provisions shall apply for so long as such Lender is a Defaulting Lender:

3912 (a) Fees shall cease to accrue on the unfunded portion of the Revolving Commitment  
3913 of such Defaulting Lender pursuant to Section 2.12(a).

3914 (b) The Revolving Commitment and Revolving Credit Exposure of such Defaulting  
3915 Lender shall not be included in determining whether the requisite Lenders have taken or may take  
3916 any action hereunder or under any other Loan Document (including any consent to any  
3917 amendment or waiver pursuant to Section 10.02); provided that (i) no Commitment of a  
3918 Defaulting Lender may be increased or extended without such Defaulting Lender's consent, (ii)  
3919 no waiver, amendment or other modification may reduce the amount of principal owing to a  
3920 Defaulting Lender without such Defaulting Lender's consent and (iii) any waiver, amendment or  
3921 other modification requiring the consent of all Lenders or each affected Lender which affects  
3922 such Defaulting Lender differently than other affected Lenders shall require the consent of such  
3923 Defaulting Lender.

3924 (c) If any Swingline Exposure or LC Exposure exists or any Foreign Currency Loans  
3925 are outstanding at the time a Revolving Lender becomes a Defaulting Lender then (i) all or any  
3926 part of such Swingline Exposure, LC Exposure and Foreign Currency Participating Interest of  
3927 such Defaulting Lender (other than the portion of such Swingline Exposure referred to in clause  
3928 (b) of the definition of such term) shall be reallocated among the Revolving Lenders that are Non-  
3929 Defaulting Lenders in accordance with their respective Applicable Percentages but only to the  
3930 extent (x) the sum of a Non-Defaulting Lenders' Revolving Exposures plus such Defaulting  
3931 Lender's Swingline Exposure, LC Exposure and Foreign Currency Participating Interest does not  
3932 exceed such Non-Defaulting Lenders' Revolving Commitments and (y) the conditions set forth in  
3933 Section 4.02 are satisfied at such time. In the case of any such reallocation, the fees payable to  
3934 the Revolving Lenders pursuant to Section 2.12(a) and Section 2.12(b)(i) and the Foreign  
3935 Currency Loan Participants pursuant to Section 2.12(e) shall be adjusted in accordance with such  
3936 Non-Defaulting Lenders' Applicable Percentages.

3937 (d) If the reallocation described in clause (c) above cannot, or can only partially, be  
3938 effected, the Parent Borrower shall, within one Business Day following notice by the  
3939 Administrative Agent (x) first, prepay such Swingline Exposure, (y) second, cash collateralize  
3940 such Defaulting Lender's LC Exposure (after giving effect to any partial reallocation pursuant to  
3941 clause (c) above) in accordance with the procedures set forth in Section 2.05(j) for so long as such  
3942 LC Exposure is outstanding and (z) third, cash collateralize for the benefit of the Fronting Lender,  
3943 the obligations of the Parent Borrower and any Foreign Subsidiary Borrower corresponding to  
3944 such Defaulting Lender's Foreign Currency Participating Interest (after giving effect to any  
3945 partial reallocation pursuant to clause (c) above) for so long as the circumstances giving rise to  
3946 such obligation to provide such cash collateral remain relevant (which cash collateralization  
3947 requirement shall be satisfied by the Parent Borrower depositing such cash collateral into an  
3948 account opened by the Administrative Agent). In the case of any such cash collateralization, the  
3949 Parent Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to  
3950 Section 2.12(b)(i) (with respect to such Defaulting Lender's LC Exposure) or Section 2.12(e)  
3951 (with respect to such Defaulting Lender's Foreign Currency Participating Interest) for so long as  
3952 such Defaulting Lender's LC Exposure is cash collateralized.

3953 (e) If any Defaulting Lender's LC Exposure is neither cash collateralized nor  
3954 reallocated pursuant to paragraph (c) or (d) above, then, without prejudice to any rights or  
3955 remedies of the Issuing Bank or any Revolving Lender that is not a Defaulting Lender hereunder,  
3956 all participation fees payable under Section 2.12(b)(i) with respect to such Defaulting Lender's  
3957 LC Exposure shall be payable to the Issuing Bank until such LC Exposure is cash collateralized  
3958 and/or reallocated pursuant to paragraph (c) and (d) above.



3959 (f) If all or any portion of such Defaulting Lender's Foreign Currency Participating  
3960 Interest is neither cash collateralized nor reallocated pursuant to paragraph (c) or (d) above, then,  
3961 without prejudice to any rights or remedies of the Fronting Lender or any Revolving Lender that  
3962 is not a Defaulting Lender hereunder, all participation fees payable under Section 2.12(e) with  
3963 respect to such Defaulting Lender's Foreign Currency Participating Interest that has not been  
3964 reallocated or cash collateralized shall be payable to the Fronting Lender until and to the extent  
3965 such Foreign Currency Participating Interest is cash collateralized and/or reallocated pursuant to  
3966 paragraph (c) and (d) above.

3967 (g) So long as any Lender is a Defaulting Lender, the Swingline Lenders shall not be  
3968 required to fund any Swingline Loan and the Issuing Bank shall not be required to issue, amend  
3969 or increase any Letter of Credit, unless it is satisfied that the related exposure will be 100%  
3970 covered by the Revolving Commitments of the Revolving Lenders that are not Defaulting  
3971 Lenders and/or cash collateral will be provided by the Parent Borrower in accordance with  
3972 paragraph (c) above, and participating interests in any such newly issued or increased Letter of  
3973 Credit or newly made Swingline Loan shall be allocated among Revolving Lenders that are not  
3974 Defaulting Lenders in a manner consistent with paragraph (c) above (and Defaulting Lenders  
3975 shall not participate therein).

3976 (h) So long as any Lender is a defaulting Lender, the Fronting Lender shall not be  
3977 required to fund any Fronted Foreign Currency Loan unless it is satisfied that the related exposure  
3978 and the Defaulting Lender's Foreign Currency Participating Interest will be 100% covered by the  
3979 Revolving Commitments of the Revolving Lenders that are not Defaulting Lenders and/or cash  
3980 collateral will be provided by the Parent Borrower in accordance with paragraph (c) above.

3981 (i) In the event that (i) a Lender becomes a Defaulting Lender as a result of the  
3982 occurrence of any event described in clause (d) of the definition of the term "Defaulting Lender"  
3983 with respect to such Lender's parent company and for so long as such event shall continue or (ii)  
3984 the Swingline Lenders, the Issuing Bank or the Fronting Lender has a good faith belief that any  
3985 Revolving Lender has defaulted in fulfilling its obligations under one or more other agreements in  
3986 which such Lender commits to extend credit, the Swingline Lenders shall not be required to fund  
3987 any Swingline Loan, the Issuing Bank shall not be required to issue, amend, renew or extend any  
3988 Letter of Credit, and the Fronting Lender shall not be required to fund any Fronted Foreign  
3989 Currency Loan, unless the Swingline Lenders, the Issuing Bank or the Fronting Lender, as the  
3990 case may be, shall have entered into arrangements with Holdings and the Parent Borrower or such  
3991 Revolving Lender satisfactory to the Swingline Lenders, the Issuing Bank or the Fronting Lender,  
3992 as the case may be, to defease any risk to it in respect of such Lender hereunder.

3993 (j) In the event that (x) a Bankruptcy Event or a Bail-In Action with respect to a  
3994 Revolving Lender Parent shall have occurred following the Restatement Date and for so long as  
3995 such Bankruptcy Event or Bail-In Action shall continue or (y) the Swingline Lenders, the Issuing  
3996 Bank or the Fronting Lender has a good faith belief that any Revolving Lender has defaulted in  
3997 fulfilling its obligations under one or more other agreements in which such Lender commits to  
3998 extend credit, the Swingline Lenders shall not be required to fund any Swingline Loan, the  
3999 Issuing Bank shall not be required to issue, amend, renew or extend any Letter of Credit, and the  
4000 Fronting Lender shall not be required to fund any Fronted Foreign Currency Loan, unless the  
4001 Swingline Lenders, the Issuing Bank or the Fronting Lender, as the case may be, shall have  
4002 entered into arrangements with Holdings and the Parent Borrower or such Revolving Lender  
4003 satisfactory to the Swingline Lenders or the Issuing Bank, as the case may be, to defease any risk  
4004 to it in respect of such Lender hereunder.

4005 (k) In the event that the Administrative Agent, the Parent Borrower, the Issuing  
4006 Bank, the Fronting Lender and the Swingline Lenders each agree that a Defaulting Lender has  
4007 adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the  
4008 Swingline Exposure and LC Exposure of the Revolving Lenders shall be readjusted to reflect the  
4009 inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such  
4010 of (i) the Revolving Loans of the other Revolving Lenders (other than Swingline Loans and  
4011 (other than in the case of any Defaulting Lender that is a Foreign Currency Lender) Foreign  
4012 Currency Loans) as the Administrative shall determine may be necessary in order for such Lender  
4013 to hold such Revolving Loans in accordance with its Applicable Percentage and (ii) the Foreign  
4014 Currency Participating Interests of the other Revolving Lenders as the Administrative shall  
4015 determine may be necessary in order for such Lender to hold such in Foreign Currency  
4016 Participating Interests accordance with its ratable share thereof.

4017 (l) If all or any portion of a Defaulting Lender's Swingline Exposure, LC Exposure  
4018 or Foreign Currency Participating Interest is reallocated to non-Defaulting Lenders pursuant to  
4019 this Section 2.22, then the defined terms hereunder (including "Applicable Percentage") shall, as  
4020 necessary or advisable (in the reasonable determination of the Administrative Agent) be read as  
4021 used in this Agreement to give effect to such reallocation.

#### 4022 SECTION 2.23 Extensions.

4023 (a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or  
4024 more offers (each, an "Extension Offer") made from time to time by the Parent Borrower to all Lenders of  
4025 ~~Tranche A Term Loans with a like maturity date or with~~ Revolving Commitments with a like maturity  
4026 date, in each case on a pro rata basis (based on the aggregate outstanding ~~principal amount of the~~  
4027 ~~respective Tranche A Term Loans or~~ Revolving Commitments with a like maturity date, as the case may  
4028 be) and on the same terms to each such Lender, the Parent Borrower is hereby permitted to consummate  
4029 from time to time transactions with individual Lenders that accept the terms contained in such Extension  
4030 Offers to extend the maturity date of each such Lender's ~~Tranche A Term Loans and/or~~ Revolving  
4031 Commitments and otherwise modify the terms of such ~~Tranche A Term Loans and/or~~ Revolving  
4032 Commitments pursuant to the terms of the relevant Extension Offer (including, without limitation, by  
4033 increasing the interest rate or fees payable in respect of such ~~Tranche A Term Loans and/or~~ Revolving  
4034 Commitments (and related outstandings) ~~and/or modifying the amortization schedule in respect of such~~  
4035 ~~Lender's Tranche A Term Loans~~) (each, an "Extension," and each group of ~~Tranche A Term Loans or~~  
4036 ~~Revolving Commitments, as applicable, in each case as so extended, as well as the original Tranche A~~  
4037 ~~Term Loans and the original~~ Revolving Commitments (in each case not so extended), being a "tranche";  
4038 ~~any Extended Term Loans shall constitute a separate tranche of Term Loans from the tranche of Term~~  
4039 ~~Loans from which they were converted, and any~~ Extended Revolving Commitments shall constitute a  
4040 separate tranche of Revolving Commitments from the tranche of Revolving Commitments from which  
4041 they were converted), so long as the following terms are satisfied: (i) no Default or Event of Default shall  
4042 have occurred and be continuing at the time the offering document in respect of an Extension Offer is  
4043 delivered to the Lenders, (ii) except as to interest rates, fees and final maturity (which shall be determined  
4044 by the Parent Borrower and set forth in the relevant Extension Offer), the Revolving Commitment of any  
4045 Revolving Lender that agrees to an extension with respect to such Revolving Commitment extended  
4046 pursuant to an Extension (an "Extended Revolving Commitment"), and the related outstandings, shall be  
4047 a Revolving Commitment (or related outstandings, as the case may be) with the same terms as the original  
4048 Revolving Commitments (and related outstandings); provided that (x) subject to the provisions of  
4049 Sections 2.04(e) and 2.05(k) to the extent dealing with Swingline Loans and Letters of Credit which  
4050 mature or expire after a maturity date when there exist Extended Revolving Commitments with a longer  
4051 maturity date, all Swingline Loans and Letters of Credit shall be participated in on a pro rata basis by all

4052 Lenders with Revolving Commitments in accordance with their Applicable Percentage of the Revolving  
4053 Commitments (and except as provided in Sections 2.04(e) and 2.05(k), without giving effect to changes  
4054 thereto on an earlier maturity date with respect to Swingline Loans and Letters of Credit theretofore  
4055 incurred or issued) and all borrowings under Revolving Commitments and repayments thereunder shall be  
4056 made on a pro rata basis (except for (A) payments of interest and fees at different rates on Extended  
4057 Revolving Commitments (and related outstandings) and (B) repayments required upon the scheduled  
4058 maturity date of the non-Extended Revolving Commitments) and (y) at no time shall there be Revolving  
4059 Commitments hereunder (including Extended Revolving Commitments and any original Revolving  
4060 Commitments) which have more than three different maturity dates, (iii) ~~except as to interest rates, fees,  
4061 amortization, final maturity date, premium, required prepayment dates and participation in prepayments  
4062 (which shall, subject to immediately succeeding clauses (iv), (v), and (vi), be determined between the  
4063 Parent Borrower and set forth in the relevant Extension Offer), the Tranche A Term Loans of any Tranche  
4064 A Term Lender that agrees to an extension with respect to such Tranche A Term Loans extended pursuant  
4065 to any Extension (the "Extended Term Loans") shall have the same terms as the tranche of Tranche A  
4066 Term Loans subject to such Extension Offer, (iv) the final maturity date of any Extended Term Loans  
4067 shall be no earlier than the maturity date of the Tranche A Term Loans from which they were converted  
4068 and the amortization schedule applicable to Tranche A Term Loans pursuant to Section 2.10(a) for  
4069 periods prior to the Tranche A Maturity Date may not be increased, (v) the weighted average life of any  
4070 Extended Term Loans shall be no shorter than the remaining weighted average life of the Tranche A  
4071 Term Loans extended thereby, (vi) any Extended Term Loans may participate on a pro rata basis or a less  
4072 than pro rata basis (but not greater than a pro rata basis) in any voluntary or mandatory repayments or  
4073 prepayments of Tranche A Term Loans hereunder (except for repayments required upon the scheduled  
4074 maturity date of the non-Extended Term Loans), in each case as specified in the respective Extension  
4075 Offer, (vii) if the aggregate principal amount of Tranche A Term Loans (calculated on the face amount  
4076 thereof) in respect of which Tranche A Term Lenders shall have accepted the relevant Extension Offer  
4077 shall exceed the maximum aggregate principal amount of Tranche A Term Loans offered to be extended  
4078 by the Parent Borrower pursuant to such Extension Offer, then the Tranche A Term Loans of such  
4079 Tranche A Term Lenders shall be extended ratably up to such maximum amount based on the respective  
4080 principal amounts (but not to exceed actual holdings of record) with respect to which such Tranche A  
4081 Term Lenders have accepted such Extension Offer, (viii) if the aggregate amount of Revolving  
4082 Commitments in respect of which Revolving Lenders shall have accepted the relevant Extension Offer  
4083 shall exceed the maximum aggregate principal amount of Revolving Commitments offered to be extended  
4084 by the Parent Borrower pursuant to such Extension Offer, then the Revolving Loans of such Revolving  
4085 Lenders shall be extended ratably up to such maximum amount based on the respective principal amounts  
4086 (but not to exceed actual holdings of record) with respect to which such Revolving Lenders have accepted  
4087 such Extension Offer, ~~(ix) iv~~ all documentation in respect of such Extension shall be consistent with the  
4088 foregoing, ~~and (xv)~~ any applicable Minimum Extension Condition shall be satisfied unless waived by the  
4089 Parent Borrower and (xi) the Minimum Tranche Amount shall be satisfied unless waived by the  
4090 Administrative Agent. Notwithstanding the foregoing, in no event shall there be more than seven maturity  
4091 dates in respect of the Credit Facilities (including any Extended Term Loans, Extended Revolving  
4092 Commitments, Replacement Term Loans or Replacement Revolving Facilities).~~

4093 (b) With respect to all Extensions consummated by the Parent Borrower pursuant to  
4094 this Section, (i) such Extensions shall not constitute voluntary or mandatory payments or prepayments for  
4095 purposes of Section 2.11 and (ii) no Extension Offer is required to be in any minimum amount or any  
4096 minimum increment, provided that ~~(x)~~ the Parent Borrower may at its election specify as a condition (a  
4097 "Minimum Extension Condition") to consummating any such Extension that a minimum amount (to be  
4098 determined and specified in the relevant Extension Offer in the Parent Borrower's sole discretion and may  
4099 be waived by the Parent Borrower) of ~~Tranche A Term Loans or Revolving Commitments (as applicable)~~  
4100 of any or all applicable tranches be tendered ~~and (y) no tranche of Extended Term Loans shall be in an~~

4101 amount of less than \$50,000,000 (the “Minimum Tranche Amount”), unless such Minimum Tranche  
4102 Amount is waived by the Administrative Agent. The Administrative Agent and the Lenders hereby  
4103 consent to the transactions contemplated by this Section (including, for the avoidance of doubt, payment  
4104 of any interest, fees or premium in respect of any ~~Extended Term Loans and/or~~ Extended Revolving  
4105 Commitments on the such terms as may be set forth in the relevant Extension Offer) and hereby waive the  
4106 requirements of any provision of this Agreement (including, without limitation, Sections 2.11 and 2.18)  
4107 or any other Loan Document that may otherwise prohibit any such Extension or any other transaction  
4108 contemplated by this Section.

4109 (c) No consent of any Lender or the Administrative Agent shall be required to  
4110 effectuate any Extension, other than (A) the consent of each Lender agreeing to such Extension with  
4111 respect to one or more of its ~~Term Loans and/or~~ Revolving Commitments (or a portion thereof) and (B)  
4112 ~~with respect to any Extension of the Revolving Commitments,~~ the consent of the Issuing Bank and  
4113 Swingline Lenders, which consent shall, in each case, not be unreasonably withheld or delayed. All  
4114 ~~Extended Term Loans,~~ Extended Revolving Commitments and all obligations in respect thereof shall be  
4115 Obligations under this Agreement and the other Loan Documents that are secured by the Collateral on a  
4116 pari passu basis with all other applicable Obligations under this Agreement and the other Loan  
4117 Documents. The Lenders hereby irrevocably authorize the Administrative Agent to enter into  
4118 amendments to this Agreement and the other Loan Documents with the Parent Borrower as may be  
4119 necessary in order to establish new tranches or sub-tranches in respect of Revolving Commitments ~~or~~  
4120 ~~Term Loans~~ so extended and such technical amendments as may be necessary or appropriate in the  
4121 reasonable opinion of the Administrative Agent and the Parent Borrower in connection with the  
4122 establishment of such new tranches or sub-tranches, in each case on terms consistent with this Section.  
4123 Without limiting the foregoing, in connection with any Extensions the respective Loan Parties shall (at  
4124 their expense) amend (and the Administrative Agent is hereby directed to amend) any Mortgage that has a  
4125 maturity date prior to the then latest maturity date so that such maturity date is extended to the then latest  
4126 maturity date (or such later date as may be advised by local counsel to the Administrative Agent).

4127 (d) In connection with any Extension, the Parent Borrower shall provide the  
4128 Administrative Agent at least five Business Days’ (or such shorter period as may be agreed by the  
4129 Administrative Agent) prior written notice thereof, and shall agree to such procedures (including, without  
4130 limitation, regarding timing, rounding and other adjustments and to ensure reasonable administrative  
4131 management of the credit facilities hereunder after such Extension), if any, as may be established by, or  
4132 acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this  
4133 Section.

4134 SECTION 2.24 Foreign Currency Participations; Conversion of Foreign Currency  
4135 Loans.

4136 (a) With respect to each Foreign Currency Loan in any Foreign Currency, the  
4137 Fronting Lender irrevocably agrees to grant and hereby grants to each Lender that is a Foreign Currency  
4138 Loan Participant with respect to Foreign Currency Loans made in such Foreign Currency, and, to induce  
4139 the Fronting Lender to make Foreign Currency Loans in any applicable Foreign Currency hereunder, each  
4140 Lender that is a Foreign Currency Loan Participant with respect to Foreign Currency Loans made in such  
4141 Foreign Currency irrevocably agrees to accept and purchase and hereby accepts and purchases from the  
4142 Fronting Lender, on the terms and conditions hereinafter stated, for such Foreign Currency Loan  
4143 Participant’s own account and risk, with respect to any Fronted Foreign Currency Loan in any Foreign  
4144 Currency in which such Lender is a Foreign Currency Loan Participant, an undivided interest (a “Foreign  
4145 Currency Participating Interest”), in an amount equal to such Foreign Currency Loan Participant’s  
4146 Applicable Percentage of the outstanding principal amount of such Foreign Currency Loan (it being

4147 understood that such calculation shall be made in respect of the outstanding principal amount of such  
4148 Foreign Currency Loan, and not the portion thereof constituting a Fronted Foreign Currency Loan), in the  
4149 Fronting Lender's obligations and rights under such Fronted Foreign Currency Loan made hereunder.  
4150 Each Revolving Lender that is a Foreign Currency Loan Participant with respect to any Foreign Currency  
4151 unconditionally and irrevocably agrees with the Fronting Lender that, solely upon the occurrence of an  
4152 event set forth in Section 2.24(d)(i) or (ii), such Revolving Lender shall pay to the Fronting Lender upon  
4153 demand an amount equal to (i) in the case of an event set forth in Section 2.24(d)(i) with respect to a  
4154 Foreign Currency Loan for which such Revolving Lender is a Foreign Currency Loan Participant, the  
4155 Dollar Equivalent of such Foreign Currency Loan Participant's Applicable Percentage of the amount of  
4156 such payment which is not so paid as required under this Agreement and (ii) in the case of an event set  
4157 forth in Section 2.24(d)(ii), the Dollar Equivalent of such Revolving Lender's Applicable Percentage of  
4158 the Foreign Currency Loans then outstanding in any Foreign Currency in which such Revolving Lender is  
4159 a Foreign Currency Loan Participant.

4160 (b) If any amount required to be paid by any Foreign Currency Loan Participant to  
4161 the Fronting Lender pursuant to Section 2.24(a) or Section 2.24(d) is not made available to the Fronting  
4162 Lender when due, such Foreign Currency Loan Participant shall pay to the Fronting Lender, on demand,  
4163 such amount with interest thereon at a rate equal to the greater of the daily average Overnight LIBO Rate  
4164 and a rate determined by the Administrative Agent in accordance with banking industry rules on  
4165 interbank compensation for the period until such Foreign Currency Loan Participant makes such amount  
4166 immediately available to the Fronting Lender. If such amount is not made available to the Fronting  
4167 Lender by such Foreign Currency Loan Participant within three Business Days of such due date, the  
4168 Fronting Lender shall also be entitled to recover such amount with interest thereon at the rate per annum  
4169 applicable to Eurocurrency Loans under the Revolving Facility, on demand. A certificate of the Fronting  
4170 Lender submitted to any Foreign Currency Loan Participant with respect to amounts owed under this  
4171 Section shall be conclusive absent manifest error.

4172 (c) Whenever, at any time after the Fronting Lender has received from any Foreign  
4173 Currency Loan Participant its pro rata share of such payment in accordance with subsection 2.24(a) in  
4174 respect of any Fronted Foreign Currency Loan, the Fronting Lender receives any payment related to such  
4175 Foreign Currency Loan (whether directly from ~~the~~ Borrower or otherwise, including proceeds of  
4176 collateral applied thereto by the Fronting Lender or the Administrative Agent, on behalf of the Fronting  
4177 Lender), or any payment of interest on account thereof, the Fronting Lender will, within three Business  
4178 Days after receipt thereof, distribute to such Foreign Currency Loan Participant its pro rata share thereof  
4179 (and hereby directs the Administrative Agent to remit such pro rata share to such Foreign Currency Loan  
4180 Participant out of any such payment received by the Administrative Agent for the account of the Fronting  
4181 Lender (it being understood that any such payment shall be made in dollars and the Fronting Lender or  
4182 Administrative Agent, as applicable, shall convert any such amounts received by it in a currency other  
4183 than dollars into the Dollar Equivalent thereof for purposes of such payment)); provided, however, that in  
4184 the event that any such payment received by the Fronting Lender shall be required to be returned by the  
4185 Fronting Lender, such Foreign Currency Loan Participant shall, within three Business Days, return to the  
4186 Fronting Lender the portion thereof previously distributed by the Fronting Lender to it. If any amount  
4187 required to be paid under this paragraph is paid within three Business Days after such payment is due, the  
4188 Foreign Currency Loan Participant or Fronting Lender, as the case may be, which owes such amount shall  
4189 pay to the Fronting Lender or Foreign Currency Loan Participant, as the case may be, to which such  
4190 amount is owed, on demand, such amount with interest thereon at a rate equal to the greater of the daily  
4191 average Overnight LIBO Rate and a rate determined by the Administrative Agent in accordance with  
4192 banking industry rules on interbank compensation for the period until such Foreign Currency Loan  
4193 Participant or the Fronting Lender, as the case may be, makes such amount immediately available to the  
4194 Fronting Lender or Foreign Currency Loan Participant, as the case may be. If such amount is not made

4195 available to the Fronting Lender or Foreign Currency Loan Participant, as the case may be, by such  
4196 Foreign Currency Loan Participant or Fronting Lender, as the case may be, within three Business Days of  
4197 such due date, the Fronting Lender or Foreign Currency Participant, as the case may be, shall also be  
4198 entitled to recover such amount with interest thereon at the rate per annum applicable to Eurocurrency  
4199 Loans under the Revolving Facility, on demand.

4200 (d) In the event that any Foreign Currency Loan shall be outstanding and (i) the  
4201 principal of or interest on such Foreign Currency Loan shall not be paid (x) with respect to a payment due  
4202 on a scheduled payment date, on such Business Day (with respect to principal) and within five Business  
4203 Days after such date (with respect to interest) and (y) with respect to a payment due on any other date,  
4204 within five Business Days after the Parent Borrower receives notice of such due date from the  
4205 Administrative Agent or Required Lenders, and, in either case, the Fronting Lender shall deliver to the  
4206 Administrative Agent and the Parent Borrower a request that the provisions of this Section 2.24(d) take  
4207 effect with respect to such Foreign Currency Loan or (ii) the Commitments shall be terminated or the  
4208 Loans accelerated pursuant to Article VII, then (unless such request is revoked by the Fronting Lender)  
4209 (x) the obligations of the Parent Borrower and the Foreign Subsidiary Borrowers in respect of the  
4210 principal of and interest on such Fronted Foreign Currency Loan shall without further action be converted  
4211 into obligations denominated in dollars based upon the Exchange Rate in effect for the day on which such  
4212 conversion occurs, as determined by the Administrative Agent in accordance with the terms hereof,  
4213 (y) such converted obligations will bear interest at the rate applicable to overdue Eurocurrency Loans  
4214 under the Revolving Facility and (z) each applicable Foreign Currency Loan Participant shall pay the  
4215 purchase price for its Foreign Currency Participating Interest in such Foreign Currency Loan by wire  
4216 transfer of immediately available funds in dollars to the Administrative Agent in the manner provided in  
4217 Section 2.24(a) and (b) (and the Administrative Agent shall promptly wire the amounts so received to the  
4218 Fronting Lender). Upon any event specified in clause (ii) above, the commitments of the Foreign  
4219 Currency Lenders to make Foreign Currency Loans pursuant to Section 2.01(a) shall be permanently  
4220 terminated. The obligations of the Revolving Lenders to acquire and pay for their Foreign Currency  
4221 Participating Interests pursuant to this Section 2.24(d) shall be absolute and unconditional under any and  
4222 all circumstances.

4223 SECTION 2.25 Currency Fluctuations.

4224 (a) No later than 11:00 A.M. (London time) on each Calculation Date, the Foreign  
4225 Currency Agent shall determine the Exchange Rate as of such Calculation Date with respect to each  
4226 applicable Foreign Currency, provided that, upon receipt of a Borrowing Request pursuant to Section  
4227 2.03, the Foreign Currency Agent shall determine the Exchange Rate with respect to the relevant Foreign  
4228 Currency on the related Calculation Date (it being acknowledged and agreed that the Administrative  
4229 Agent shall use such Exchange Rate for the purposes of determining compliance with Section 2.01(a)  
4230 with respect to such Borrowing Request). The Exchange Rates so determined shall become effective on  
4231 the relevant Calculation Date (a "Reset Date"), shall remain effective until the next succeeding Reset Date  
4232 and shall for all purposes of this Agreement (other than Section 10.14 and any other provision expressly  
4233 requiring the use of a current Exchange Rate) be the Exchange Rates employed in converting any  
4234 amounts between dollars and any Foreign Currency.

4235 (b) No later than 11:00 A.M. (London time) on each Reset Date, the Foreign  
4236 Currency Agent shall determine the aggregate amount of the Dollar Equivalents of (i) the principal  
4237 amounts of the Foreign Currency Loans then outstanding (after giving effect to any Foreign Currency  
4238 Loans to be made or repaid on such date) and (ii) the total LC Exposure in currencies other than dollars at  
4239 such time.

4240 (c) The Administrative Agent shall promptly notify the Parent Borrower, any  
4241 applicable Foreign Subsidiary Borrower and the Foreign Currency Lenders of each determination of an  
4242 Exchange Rate hereunder.

4243 SECTION 2.26 Illegality. Notwithstanding any other provision herein, if any Change  
4244 in Law shall make it unlawful for any Lender to issue, make, maintain, fund or charge interest with  
4245 respect to any extension of credit to any Foreign Subsidiary Borrower or to give effect to its obligations as  
4246 contemplated by this Agreement with respect to any extensions of credit to any Foreign Subsidiary  
4247 Borrower, then, upon written notice by such Lender (each such Lender providing such notice, an  
4248 "Impacted Lender") to the Parent Borrower and the Administrative Agent:

4249 (a) the obligations of the Lenders hereunder to make extensions of credit to such  
4250 Foreign Subsidiary Borrower shall forthwith be (x) suspended until each Impacted Lender notifies the  
4251 Parent Borrower and the Administrative Agent in writing that it is no longer unlawful for such Impacted  
4252 Lender to issue, make, maintain, fund or charge interest with respect to any extension of credit to such  
4253 Foreign Subsidiary Borrower or (y) to the extent required by law, cancelled;

4254 (b) if it shall be unlawful for any Impacted Lender to maintain or charge interest with  
4255 respect to any outstanding Loan to such Foreign Subsidiary Borrower, such Foreign Subsidiary Borrower  
4256 shall repay (or at its option and to the extent permitted by law, assign to the Parent Borrower) (x) all  
4257 outstanding ABR Loans made to such Foreign Subsidiary Borrower within three Business Days or such  
4258 earlier period as required by law and (y) all outstanding Eurocurrency Loans made to such Foreign  
4259 Subsidiary Borrower on the last day of the then current Interest Periods with respect to such Eurocurrency  
4260 Loans or within such earlier period as required by law; and

4261 (c) if it shall be unlawful for any Impacted Lender to maintain, charge interest or  
4262 hold any participation with respect to any Letter of Credit issued on behalf of such Foreign Subsidiary  
4263 Borrower, such Foreign Subsidiary Borrower shall deposit in a cash collateral account opened by the  
4264 Administrative Agent an amount equal to the LC Exposure with respect to such Letters of Credit within  
4265 three Business Days or within such earlier period as required by law.

4266 ARTICLE III

4267 Representations and Warranties  
4268

4269 Each of Holdings, the Parent Borrower, ~~each Subsidiary Term Borrower (as to itself~~  
4270 ~~only)~~ and each Foreign Subsidiary Borrower (as to itself only) represents and warrants to the Lenders  
4271 that:

4272 SECTION 3.01 Organization; Powers. Each of Holdings, the Parent Borrower and its  
4273 Subsidiaries (including the Receivables Subsidiary) is duly organized, validly existing and in good  
4274 standing under the laws of the jurisdiction of its organization, has all requisite power and authority to  
4275 carry on its business as now conducted and, except where the failure to do so, individually or in the  
4276 aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do  
4277 business in, and is in good standing in, every jurisdiction where such qualification is required.

4278 SECTION 3.02 Authorization; Enforceability. The Transactions to be entered into by  
4279 each Loan Party are within such Loan Party's powers and have been duly authorized by all necessary  
4280 action. This Agreement has been duly executed and delivered by each of Holdings and the Parent  
4281 Borrower and constitutes, and each other Loan Document to which any Loan Party is to be a party, when  
4282 executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of

4283 Holdings, the Parent Borrower or such Loan Party (as the case may be), enforceable in accordance with  
4284 its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting  
4285 creditors' rights generally and subject to general principles of equity, regardless of whether considered in  
4286 a proceeding in equity or at law.

4287 SECTION 3.03 Governmental Approvals; No Conflicts. The Transactions and the  
4288 other transactions contemplated hereby (a) do not require any consent or approval of, registration or filing  
4289 with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made  
4290 and are in full force and effect, (ii) filings necessary to perfect Liens created under the Loan Documents  
4291 and (iii) consents, approvals, registrations, filings or actions the failure of which to obtain or perform  
4292 could not reasonably be expected to result in a Material Adverse Effect, (b) will not violate any applicable  
4293 law or regulation or the charter, by-laws or other organizational documents of Holdings, the Parent  
4294 Borrower or any of its Subsidiaries (including the Receivables Subsidiary) or any order of any  
4295 Governmental Authority, (c) will not violate or result in a default under any indenture, agreement or other  
4296 instrument binding upon Holdings, the Parent Borrower or any of its Subsidiaries (including the  
4297 Receivables Subsidiary) or their assets, or give rise to a right thereunder to require any payment to be  
4298 made by Holdings, the Parent Borrower or any of its Subsidiaries (including the Receivables Subsidiary),  
4299 except for violations, defaults or the creation of such rights that could not reasonably be expected to result  
4300 in a Material Adverse Effect, and (d) will not result in the creation or imposition of any Lien on any asset  
4301 of Holdings, the Parent Borrower or any of its Subsidiaries (including the Receivables Subsidiary), except  
4302 Liens created under the Loan Documents and Liens permitted by Section 6.02.

4303 SECTION 3.04 Financial Condition; No Material Adverse Change.

4304 (a) Holdings has heretofore furnished to the Lenders its consolidated balance sheet  
4305 and statements of income, stockholders equity and cash flows (i) as of and for the fiscal year ended  
4306 December 31, ~~2014~~2016, reported on by KPMG LLP, independent public accountants, and (ii) as of and  
4307 for the fiscal ~~quarter~~quarters and the ~~portion~~portions of the fiscal year ended on March 31, ~~2015~~,2017 and  
4308 June 30, 2017, in each case certified by its chief financial officer (it being understood that Holdings has  
4309 furnished the foregoing to the Lenders by the filing with the Commission Holdings' annual report on  
4310 Form 10-K for the fiscal year ended December 31, ~~2014~~2016 and a quarterly report on Form 10-Q for the  
4311 fiscal ~~quarter~~quarters ended March 31, ~~2015~~2017 and June 30, 2017). Such financial statements present  
4312 fairly, in all material respects, the financial position and results of operations and cash flows of Holdings  
4313 and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject  
4314 to year-end audit adjustments and the absence of footnotes in the case of the statements referred to in  
4315 clause (ii) above.

4316 (b) Except as disclosed in the financial statements referred to above or the notes  
4317 thereto or in the Information Memorandum, except for the Disclosed Matters and except for liabilities  
4318 arising as a result of the Transactions, after giving effect to the Transactions, none of Holdings, the Parent  
4319 Borrower or the Subsidiaries (including the Receivables Subsidiary) has, as of the Restatement Date, any  
4320 contingent liabilities that would be material to Holdings, the Parent Borrower and the Subsidiaries  
4321 (including the Receivables Subsidiary), taken as a whole.

4322 (c) Since December 31, ~~2014~~2016, there has been no event, change or occurrence  
4323 that, individually or in the aggregate, has had or could reasonably be expected to result in a Material  
4324 Adverse Effect.

4325 SECTION 3.05 Properties.



4326 (a) Each of Holdings, the Parent Borrower and its Subsidiaries has good title to, or  
4327 valid leasehold interests in, all its real and personal property material to its business (including its  
4328 Mortgaged Properties), except for minor defects in title that do not interfere with its ability to conduct its  
4329 business as currently conducted or to utilize such properties for their intended purposes.

4330 (b) Each of Holdings, the Parent Borrower and its Subsidiaries owns, or is licensed  
4331 to use, all trademarks, tradenames, copyrights, patents and other intellectual property material to its  
4332 business, and the use thereof by Holdings, the Parent Borrower and its Subsidiaries does not infringe  
4333 upon the rights of any other Person, except for any such infringements that, individually or in the  
4334 aggregate, could not reasonably be expected to result in a Material Adverse Effect.

4335 (c) Schedule 3.05 sets forth the address of each real property that is owned or leased  
4336 by Holdings, the Parent Borrower or any of its Subsidiaries as of the Restatement Date after giving effect  
4337 to the Transactions.

4338 (d) As of the Restatement Date, none of Holdings, the Parent Borrower or any of its  
4339 Subsidiaries has received written notice of any pending or contemplated condemnation proceeding  
4340 affecting any Mortgaged Property or any sale or disposition thereof in lieu of condemnation. Neither any  
4341 Mortgaged Property nor any interest therein is subject to any right of first refusal, option or other  
4342 contractual right to purchase such Mortgaged Property or interest therein.

4343 SECTION 3.06 Litigation and Environmental Matters.

4344 (a) There are no actions, suits or proceedings by or before any arbitrator or  
4345 Governmental Authority pending against or, to the knowledge of Holdings or the Parent Borrower,  
4346 threatened against or affecting Holdings, the Parent Borrower or any of its Subsidiaries (including the  
4347 Receivables Subsidiary) (i) as to which there is a reasonable possibility of an adverse determination and  
4348 that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a  
4349 Material Adverse Effect (other than the Disclosed Matters) or (ii) that involve any of the Loan Documents  
4350 or the Transactions.

4351 (b) Except for the Disclosed Matters and except with respect to any other matters  
4352 that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse  
4353 Effect, none of Holdings, the Parent Borrower or any of its Subsidiaries (including the Receivables  
4354 Subsidiary) (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with  
4355 any permit, license or other approval required under any Environmental Law, (ii) has become subject to  
4356 any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental  
4357 Liability or (iv) knows of any basis for any Environmental Liability.

4358 (c) Since the Restatement Date, there has been no change in the status of the  
4359 Disclosed Matters that, individually or in the aggregate, has resulted in, or materially increased the  
4360 likelihood of, a Material Adverse Effect.

4361 SECTION 3.07 Compliance with Laws and Agreements. Each of Holdings, the  
4362 Parent Borrower and its Subsidiaries (including the Receivables Subsidiary) is in compliance with all  
4363 laws, regulations and orders of any Governmental Authority applicable to it or its property and all  
4364 indentures, agreements and other instruments binding upon it or its property, except where the failure to  
4365 do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse  
4366 Effect. No Default has occurred and is continuing.

4367 SECTION 3.08 Investment Company Status. None of Holdings, the Parent Borrower  
4368 or any of its Subsidiaries (including the Receivables Subsidiary) is an “investment company” as defined  
4369 in, or subject to regulation under, the Investment Company Act of 1940.

4370 SECTION 3.09 Taxes. Each of Holdings, the Parent Borrower and its Subsidiaries  
4371 (including the Receivables Subsidiary) has timely filed or caused to be filed all Tax returns and reports  
4372 required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it,  
4373 except (a) any Taxes that are being contested in good faith by appropriate proceedings and for which  
4374 Holdings, the Parent Borrower or such Subsidiary (including the Receivables Subsidiaries), as applicable,  
4375 has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not  
4376 reasonably be expected to result in a Material Adverse Effect.

4377 SECTION 3.10 ERISA. No ERISA Event has occurred or is reasonably expected to  
4378 occur that, when taken together with all other such ERISA Events for which liability is reasonably  
4379 expected to occur, could reasonably be expected to result in a Material Adverse Effect. As of the  
4380 Restatement Date, the present value of all accumulated benefit obligations of all underfunded Plans  
4381 (based on the assumptions used for purposes of the Financial Accounting Standards Board Accounting  
4382 Standards Codification Topic No. 715-30) did not, as of the date of the most recent financial statements  
4383 reflecting such amounts, exceed by more than \$20,000,000 the fair market value of the assets of all such  
4384 underfunded Plans.

4385 SECTION 3.11 Disclosure. Each of Holdings and the Parent Borrower has disclosed  
4386 to the Lenders all agreements, instruments and corporate or other restrictions to which Holdings, the  
4387 Parent Borrower or any of its Subsidiaries (including the Receivables Subsidiary) is subject, and all other  
4388 matters known to any of them, that, individually or in the aggregate, could reasonably be expected to  
4389 result in a Material Adverse Effect. Neither the Information Memorandum nor any of the other reports,  
4390 financial statements, certificates or other information furnished by or on behalf of any Loan Party to the  
4391 Administrative Agent or any Lender in connection with the negotiation of this Agreement or any other  
4392 Loan Document or delivered hereunder or thereunder (as modified or supplemented by other information  
4393 so furnished) contains any material misstatement of fact or omits to state any material fact necessary to  
4394 make the statements therein, in the light of the circumstances under which they were made, not  
4395 misleading; provided that, with respect to projected financial information, Holdings and the Parent  
4396 Borrower represent only that such information was prepared in good faith based upon assumptions  
4397 believed to be reasonable at the time such projections were prepared.

4398 SECTION 3.12 Subsidiaries. Holdings does not have any subsidiaries other than the  
4399 Parent Borrower and the Parent Borrower’s Subsidiaries. Schedule 3.12 sets forth the name of, and the  
4400 ownership interest of the Parent Borrower in, each Subsidiary of the Parent Borrower and identifies each  
4401 Subsidiary that is a Subsidiary Loan Party, in each case as of the Restatement Date.

4402 SECTION 3.13 Insurance. Schedule 3.13 sets forth a description of all material  
4403 insurance policies maintained by or on behalf of Holdings, the Parent Borrower and the Subsidiaries as of  
4404 the Restatement Date. As of the Restatement Date, all premiums due in respect of such insurance have  
4405 been paid.

4406 SECTION 3.14 Labor Matters. As of the Restatement Date, there are no strikes,  
4407 lockouts or slowdowns against Holdings, the Parent Borrower or any Subsidiary pending or, to the  
4408 knowledge of Holdings or the Parent Borrower, threatened that could reasonably be expected to have a  
4409 Material Adverse Effect. All payments due from Holdings, the Parent Borrower or any Subsidiary, or for  
4410 which any claim may be made against Holdings, the Parent Borrower or any Subsidiary, on account of

4411 wages and employee health and welfare insurance and other benefits, have been paid or accrued as a  
4412 liability on the books of Holdings, the Parent Borrower or such Subsidiary except for those which,  
4413 individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.  
4414 The consummation of the Transactions will not give rise to any right of termination or right of  
4415 renegotiation on the part of any union under any collective bargaining agreement to which Holdings, the  
4416 Parent Borrower or any Subsidiary is bound.

4417 SECTION 3.15 Solvency. Immediately after the consummation of the Transactions  
4418 to occur on the Restatement Date and immediately following the making of each Loan made on the  
4419 Restatement Date and after giving effect to the application of the proceeds of such Loans, (a) the fair  
4420 value of the assets of each Loan Party, at a fair valuation, will exceed its debts and liabilities,  
4421 subordinated, contingent or otherwise, (b) the present fair saleable value of the property of each Loan  
4422 Party will be greater than the amount that will be required to pay the probable liability of its debts and  
4423 other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute  
4424 and matured, (c) each Loan Party will be able to pay its debts and liabilities, subordinated, contingent or  
4425 otherwise, as such debts and liabilities become absolute and matured and (d) the Loan Parties, on a  
4426 consolidated basis, will not have unreasonably small capital with which to conduct the business in which  
4427 it is engaged as such business is now conducted and is proposed to be conducted following the  
4428 Restatement Date.

4429 SECTION 3.16 Senior Indebtedness. The Obligations constitute “Senior  
4430 Indebtedness” under the terms of any Indebtedness that is subordinated in right of payment to the  
4431 Obligations.

4432 SECTION 3.17 Security Documents.

4433 (a) The Pledge Agreement is effective to create in favor of the Collateral Agent, for  
4434 the benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral (as  
4435 defined in the Pledge Agreement) and, when such Collateral is delivered to the Collateral Agent and for  
4436 so long as the Collateral Agent remains in possession of such Collateral, the security interest created by  
4437 the Pledge Agreement shall constitute a perfected first priority security interest in all right, title and  
4438 interest of the pledgor thereunder in such Collateral, in each case prior and superior in right to any other  
4439 Person.

4440 (b) The Security Agreement is effective to create in favor of the Collateral Agent, for  
4441 the benefit of the Secured Parties, a legal, valid and enforceable security interest in the Collateral (as  
4442 defined in the Security Agreement) and, when financing statements in appropriate form are filed in the  
4443 offices specified on Schedule 6 to the Perfection Certificate, the security interest created by the Security  
4444 Agreement shall constitute a perfected security interest in all right, title and interest of the grantors  
4445 thereunder in such Collateral (other than the Intellectual Property (as defined in the Security Agreement)),  
4446 in each case prior and superior in right to any other Person, other than with respect to Liens permitted by  
4447 Section 6.02.

4448 (c) When the Security Agreement (or a summary thereof) is filed in the United  
4449 States Patent and Trademark Office and the United States Copyright Office and the financing statements  
4450 referred to in Section 3.17(b) above are appropriately filed, the security interest created by the Security  
4451 Agreement shall constitute a perfected security interest in all right, title and interest of the grantors  
4452 thereunder in the Intellectual Property (as defined in the Security Agreement) in which a security interest  
4453 may be perfected by filing, recording or registering a security agreement, financing statement or  
4454 analogous document in the United States Patent and Trademark Office or the United States Copyright

4455 Office, as applicable, in each case prior and superior in right to any other Person (it being understood that  
4456 subsequent recordings in the United States Patent and Trademark Office and the United States Copyright  
4457 Office and subsequent UCC filings may be necessary to perfect a lien on registered trademarks, trademark  
4458 applications and copyrights acquired by the Loan Parties after the Closing Date), other than with respect  
4459 to Liens permitted by Section 6.02.

4460 (d) Each Mortgage, upon execution and delivery thereof by the parties thereto, is  
4461 effective to create, subject to the exceptions listed in each title insurance policy covering such Mortgage,  
4462 in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable Lien  
4463 on all of the applicable mortgagor's right, title and interest in and to the Mortgaged Properties thereunder  
4464 and the proceeds thereof, and when the Mortgages are filed in the appropriate offices, the Lien created by  
4465 each Mortgage shall constitute a perfected Lien on all right, title and interest of the applicable mortgagor  
4466 in such Mortgaged Properties and the proceeds thereof, in each case prior and superior in right to any  
4467 other Person, other than with respect to the rights of Persons pursuant to Liens permitted by Section 6.02.

4468 (e) Following the execution of any Foreign Security Document pursuant to Section  
4469 4.03, each Foreign Security Document shall be effective to create in favor of the Collateral Agent, for the  
4470 benefit of the Secured Parties, a legal, valid and enforceable security interest in the applicable collateral  
4471 covered by such Foreign Security Document, and when the actions specified in such Foreign Security  
4472 Document, if any, are completed, the security interest created by such Foreign Security Document shall  
4473 constitute a perfected security interest in all right, title and interest of the grantors thereunder in such  
4474 collateral to the full extent possible under the laws of the applicable foreign jurisdiction, in each case prior  
4475 and superior in right to any other Person, other than with respect to Liens permitted by Section 6.02.

4476 SECTION 3.18 Federal Reserve Regulations.

4477 (a) None of Holdings, the Parent Borrower or any of the Subsidiaries (including the  
4478 Receivables Subsidiary) is engaged principally, or as one of its important activities, in the business of  
4479 extending credit for the purpose of buying or carrying Margin Stock.

4480 (b) No part of the proceeds of any Loan or any Letter of Credit will be used, whether  
4481 directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a  
4482 violation of the provisions of the Regulations of the Board, including Regulation U or X.

4483 SECTION 3.19 Anti-Corruption Laws and Sanctions. The Parent Borrower has  
4484 implemented and maintains in effect policies and procedures designed to ensure compliance by Holdings,  
4485 the Parent Borrower, its Subsidiaries and their respective directors, officers, employees and agents with  
4486 Anti-Corruption Laws and applicable Sanctions, and Holdings, the Parent Borrower, its Subsidiaries and  
4487 their respective officers and ~~employees~~ ~~directors~~ and to the knowledge of the Parent Borrower its  
4488 ~~director~~ ~~employees~~ and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in  
4489 all material respects. None of (a) Holdings, the Parent Borrower, any Subsidiary or any of their  
4490 respective directors, officers or employees, or (b) to the knowledge of the Parent Borrower, any agent of  
4491 Holdings, the Parent Borrower or any Subsidiary that will act in any capacity in connection with or  
4492 benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of  
4493 Credit, use of proceeds or other transaction contemplated by the Credit Agreement will violate Anti-  
4494 Corruption Laws or applicable Sanctions.

4495 SECTION 3.20 EEA Financial Institutions. No Loan Party is an EEA Financial  
4496 Institution.

4497 SECTION 3.21 Persons of Significant Control. In respect of any shares of a Person  
4498 incorporated in England and Wales over which security or Collateral under the Security Documents is  
4499 created, or purported to be created, pursuant to any Security Documents (the “Secured English Shares”);  
4500 (a) no “warning notice” as defined in paragraph 1 of Schedule 1B of the Companies Act 2006 (a  
4501 “Warning Notice”) and no “restrictions notice” as defined in paragraph 1 of Schedule 1B of the  
4502 Companies Act 2006 (a “Restrictions Notice”), pursuant to Part 21A of the Companies Act 2006 has been  
4503 issued to a Loan Party in respect of any Secured English Shares; and (b) each Loan Party has complied  
4504 with any Warning Notices or Restrictions Notices pursuant to Part 21A of the Companies Act 2006 issued  
4505 to it in respect of any Secured English Shares.

4506 ARTICLE IV  
4507  
4508 Conditions

4509 SECTION 4.01 Closing Date. Subject to the last sentence of this Section 4.01, the  
4510 obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit hereunder on  
4511 the Closing Date shall not become effective and are subject to the satisfaction of the following conditions  
4512 (it being understood and acknowledged that the Closing Date occurred on October 16, 2013 and that  
4513 capitalized terms and Section references used in this Section 4.01 shall be used with the meanings  
4514 assigned thereto in the ~~Existing~~Original Credit Agreement):

4515 (a) The Administrative Agent (or its counsel) shall have received from each party  
4516 hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written  
4517 evidence satisfactory to the Administrative Agent (which may include facsimile or other  
4518 electronic transmission of a signed signature page of this Agreement) that such party has signed a  
4519 counterpart of this Agreement.

4520 (b) The Agents shall have received a favorable written opinion (addressed to the  
4521 Administrative Agent and the Lenders and dated the Closing Date) of each of (i) Cahill Gordon &  
4522 Reindel LLP, (ii) McDonald Hopkins LLC, (iii) Barnes & Thornburg LLP, and (iv) Jones & Day  
4523 in each case in form and substance reasonably satisfactory to the Administrative Agent. Each of  
4524 Holdings and the Parent Borrower hereby requests such counsel to deliver such opinions.

4525 (c) The Administrative Agent shall have received such documents and certificates as  
4526 the Administrative Agent or its counsel may reasonably request relating to the organization,  
4527 existence and good standing of each Loan Party, the authorization of the Transactions and any  
4528 other legal matters relating to the Loan Parties, the Loan Documents or the Transactions, all in  
4529 form and substance satisfactory to the Administrative Agent and its counsel.

4530 (d) The Administrative Agent shall have received a certificate, dated the Closing  
4531 Date and signed by the President, a Vice President or a Financial Officer of Holdings and the  
4532 Parent Borrower, confirming compliance with the conditions set forth in paragraphs (a) and (b) of  
4533 Section 4.02.

4534 (e) The Administrative Agent shall have received all fees and other amounts due and  
4535 payable on or prior to the Closing Date, including, to the extent invoiced, reimbursement or  
4536 payment of all out-of-pocket expenses (including fees, charges and disbursements of counsel)  
4537 required to be reimbursed or paid by any Loan Party hereunder or under any Loan Document.

4538 (f) The Collateral and Guarantee Requirement shall have been satisfied and the  
4539 Administrative Agent shall have received a completed Perfection Certificate dated the Closing

4540 Date and signed by an executive officer or Financial Officer of the Parent Borrower, together  
4541 with all attachments contemplated thereby, including the results of a search of the Uniform  
4542 Commercial Code (or equivalent) filings made with respect to the Loan Parties in the jurisdictions  
4543 contemplated by the Perfection Certificate and copies of the financing statements (or similar  
4544 documents) disclosed by such search and evidence reasonably satisfactory to the Administrative  
4545 Agent that the Liens indicated by such financing statements (or similar documents) are permitted  
4546 by Section 6.02 or have been released or will be released pursuant to UCC-3 financing statements  
4547 or other release documentation delivered to the Collateral Agent.

4548 (g) The Administrative Agent shall have received evidence that the insurance  
4549 required by Section 5.07 and the Security Documents is in effect, together with endorsements  
4550 naming the Collateral Agent, for the benefit of the Secured Parties, as additional insured and loss  
4551 payee thereunder, to the extent required by Section 5.07.

4552 (h) The Transactions shall have been consummated or shall be consummated  
4553 substantially simultaneously with the initial funding of the Tranche A Term Loans on the Closing  
4554 Date in accordance with applicable law and all other related documentation in all material  
4555 respects (without giving effect to any amendments not approved by the Administrative Agent),  
4556 and after giving effect to the Transactions and the other transactions contemplated hereby, none  
4557 of Holdings, the Parent Borrower or any of the Subsidiaries shall have outstanding any shares of  
4558 preferred stock or any Indebtedness to a Person other than the Parent Borrower or any Subsidiary,  
4559 other than (i) Indebtedness incurred under the Loan Documents and (ii) Indebtedness incurred  
4560 and outstanding as of the Closing Date in compliance with Section 6.01 of this Agreement. The  
4561 Liens securing the obligations under the Existing Credit Agreement shall have been released or  
4562 shall be released substantially simultaneously with the initial funding of the Tranche A Term  
4563 Loans on the Closing Date. Each Lender party hereto that is also a "Lender" under the Existing  
4564 Credit Agreement hereby waives the requirement for advance notice of termination of  
4565 "Commitments" under the Existing Credit Agreement and prepayment of any "Loans"  
4566 outstanding thereunder; provided such notice of termination and prepayment is delivered on the  
4567 Closing Date of this Agreement.

4568 (i) The Lenders shall have received the financial statements referred to in Section  
4569 3.04(a).

4570 (j) The Administrative Agent shall have received a certificate, in form and substance  
4571 reasonably satisfactory to the Administrative Agent, dated the Closing Date and signed by the  
4572 chief financial officer of each of Holdings and the Parent Borrower, certifying that Holdings and  
4573 its Subsidiaries, on a consolidated basis after giving effect to the Transactions, are solvent.

4574 (k) The Administrative Agent and the Lenders shall have received all documentation  
4575 and other information required by bank regulatory authorities under applicable "know your  
4576 customer" and anti-money laundering rules and regulations, including the PATRIOT Act.

4577 The Administrative Agent shall notify the Parent Borrower and the Lenders of the Closing Date, and such  
4578 notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to  
4579 make Loans and of the Issuing Bank to issue Letters of Credit hereunder shall not become effective unless  
4580 each of the foregoing conditions is satisfied (or waived pursuant to Section 10.02) at or prior to 5:00 p.m.,  
4581 New York City time, on October 16, 2013 (and, in the event such conditions are not so satisfied or  
4582 waived, the Commitments shall terminate at such time).

4583 SECTION 4.02 Each Credit Event. The obligation of each Lender to make a Loan on  
4584 the occasion of any Borrowing (other than (i) any Revolving Loan made pursuant to Section 2.04(d) or  
4585 Section 2.05(d) and (ii) any continuation or conversion of a Borrowing pursuant to the terms hereof that  
4586 does not result in the increase of the aggregate principal amount of the Borrowings then outstanding), and  
4587 of the Issuing Bank to issue, amend, renew or extend any Letter of Credit, is subject to receipt of the  
4588 request therefor in accordance herewith and to the satisfaction of the following conditions:

4589 (a) The representations and warranties of each Loan Party set forth in the Loan  
4590 Documents shall be true and correct on and as of the date of such Borrowing or the date of  
4591 issuance, amendment, renewal or extension of such Letter of Credit, as applicable.

4592 (b) At the time of and immediately after giving effect to such Borrowing or the  
4593 issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default  
4594 shall have occurred and be continuing.

4595 Each Borrowing and each issuance, amendment, renewal or extension of a Letter of  
4596 Credit shall be deemed to constitute a representation and warranty by Holdings and the Parent Borrower  
4597 on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

4598 SECTION 4.03 Credit Events Relating to Foreign Subsidiary Borrowers. The  
4599 obligation of each Lender to make Loans to any Foreign Subsidiary Borrower, and of the Issuing Bank to  
4600 issue, amend, renew or extend any Letter of Credit to any Foreign Subsidiary Borrower, is subject to the  
4601 satisfaction of the following conditions:

4602 (a) With respect to the earlier to occur of the initial Loan made to or the initial Letter  
4603 of Credit issued for the account of such Foreign Subsidiary Borrower:

4604 (i) the Administrative Agent (or its counsel) shall have received such  
4605 Foreign Subsidiary Borrower's Foreign Subsidiary Borrowing Agreement duly executed  
4606 and delivered by all parties thereto;

4607 (ii) the Administrative Agent shall have received such documents (including  
4608 legal opinions) and certificates as the Administrative Agent or its counsel may reasonably  
4609 request relating to the formation, existence and good standing of such Foreign Subsidiary  
4610 Borrower, the authorization of the transactions contemplated hereby relating to such  
4611 Foreign Subsidiary Borrower and any other legal matters relating to such Foreign  
4612 Subsidiary Borrower or its Foreign Subsidiary Borrowing Agreement, all in form and  
4613 substance satisfactory to the Administrative Agent and its counsel; and

4614 (iii) the Administrative Agent and the Lenders shall have received all  
4615 documentation and other information relating to such Foreign Subsidiary Borrower  
4616 required by bank regulatory authorities under applicable "know your customer" and anti-  
4617 money laundering rules and regulations, including the PATRIOT Act, in all cases  
4618 reasonably satisfactory to the Administrative Agent and the Lenders.

4619 SECTION 4.04 Conditions to the Restatement Date. The obligations of the Lenders  
4620 to make Loans and of the Issuing Bank to issue Letters of Credit hereunder on the Restatement Date are  
4621 subject to, and shall not become effective until, the satisfaction of the following conditions:

4622 (a) The Administrative Agent (or its counsel) shall have received (i) counterparts of  
4623 (or written evidence satisfactory to the Administrative Agent (which may include facsimile or

4624 other electronic transmission of a signed signature page) that such party has signed a counterpart  
4625 of) the Replacement Revolving Facility Amendment, executed by the Parent Borrower, each  
4626 Foreign Subsidiary Borrower, each other Loan Party, the Administrative Agent, the Fronting  
4627 Lender, each Issuing Bank, each Swingline Lender; and Persons with aggregate Revolving  
4628 Commitments of \$500,000,000 and Persons committing therein to make or continue an aggregate  
4629 principal amount of Term Loans equal to \$275,000,000 ~~300,000,000~~ and (ii) reasonably  
4630 satisfactory evidence that (A) all Existing Term Loans shall have been paid in full or will be paid  
4631 in full substantially simultaneously with the effectiveness of this Agreement, ~~or replaced with~~  
4632 ~~Term Loans hereunder~~ and (B) all Existing Revolving Commitments and Existing Revolving  
4633 Loans shall be replaced with Revolving Commitments or Revolving Loans, as applicable,  
4634 hereunder or otherwise terminated or repaid, as applicable (and in each case all accrued interest  
4635 on the Existing Term Loans, Existing Revolving Loans and Existing Revolving Commitments  
4636 and other amounts (including fees) outstanding in respect thereof shall have been paid in full).

4637 (b) The Administrative Agent shall have received a favorable written opinion  
4638 (addressed to the Administrative Agent and the Lenders and dated the Restatement Date) of each  
4639 of (i) Cahill Gordon & Reindel LLP, (ii) Barnes & Thornburg LLP ~~and~~, (iii) Jones Day and (iv)  
4640 Eversheds Sutherland LLP, in each case in form and substance reasonably satisfactory to the  
4641 Administrative Agent. Each of Holdings and the Parent Borrower hereby requests such counsel  
4642 to deliver such opinions.

4643 (c) The Administrative Agent shall have received such documents and certificates as  
4644 the Administrative Agent or its counsel may reasonably request relating to the organization,  
4645 existence and good standing of the Parent Borrower and each Foreign Subsidiary Borrower, the  
4646 authorization of the Transactions and any other legal matters relating to the Parent Borrower, the  
4647 Foreign Subsidiary Borrowers, the Loan Documents or the Transactions, all in form and  
4648 substance satisfactory to the Administrative Agent and its counsel.

4649 (d) The Administrative Agent shall have received a certificate, dated the Restatement  
4650 Date and signed by the President, a Vice President or a Financial Officer of Holdings and the  
4651 Parent Borrower, confirming compliance with the conditions set forth in paragraphs (a) and (b) of  
4652 Section 4.02.

4653 (e) The Administrative Agent shall have received all fees and other amounts due and  
4654 payable on or prior to the Restatement Date, including, to the extent invoiced, reimbursement or  
4655 payment of all out-of-pocket expenses (including fees, charges and disbursements of counsel)  
4656 required to be reimbursed or paid by any Loan Party hereunder or under any Loan Document (and  
4657 for the avoidance of doubt, including all interest, fees, expenses and other amounts due under the  
4658 Existing Credit Agreement).

4659 (f) ~~(i)~~ The Collateral and Guarantee Requirement shall have been satisfied as of the  
4660 Restatement Date, ~~(ii) with respect to each Mortgage encumbering each Mortgaged Property~~  
4661 ~~owned or leased by any Loan Party as of the Restatement Date, the Parent Borrower shall have~~  
4662 ~~delivered to the Administrative Agent (A) an amendment thereof (each, a "Mortgage~~  
4663 ~~Amendment"), setting forth such changes as are reasonably necessary to reflect that the lien~~  
4664 ~~securing the Obligations on the Restatement Date encumbers such Mortgaged Property and to~~  
4665 ~~further grant, preserve, protect and perfect the validity and priority of the security interest created~~  
4666 ~~thereby created and perfected, (B) a dated down/modification endorsement with respect to each~~  
4667 ~~policy of title insurance insuring the interest of the mortgagee with respect to each such Mortgage~~  
4668 ~~and (C) an opinion of local counsel as to the recordability of the applicable Mortgage~~



4669 ~~Amendment and enforceability under the applicable local law of the applicable Mortgage, as~~  
4670 ~~modified by the applicable Mortgage Amendment, and such other matters as may be reasonably~~  
4671 ~~requested by the Administrative Agent, each of the foregoing reasonably satisfactory to the~~  
4672 ~~Administrative Agent; provided that if, notwithstanding the use by the Loan Parties of~~  
4673 ~~commercially reasonable efforts to satisfy the requirement set forth in this Section 4.04(f)(ii),~~  
4674 ~~such requirement is not satisfied as of the Restatement Date, the satisfaction of such requirement~~  
4675 ~~shall not be a condition to the obligations of the Lenders to make Loans and of the Issuing Bank~~  
4676 ~~to issue Letters of Credit hereunder on the Restatement Date (but shall be required to be satisfied~~  
4677 ~~in accordance with Section 5.14) and (iii) with respect to each Mortgaged Property as of the~~  
4678 ~~Restatement Date that is located in a special flood hazard area, to the extent required by~~  
4679 ~~Regulation H of the Board, the Parent Borrower shall have delivered to the Administrative Agent~~  
4680 ~~(A) a policy of flood insurance that (1) covers any parcel of improved real property that is~~  
4681 ~~encumbered by such Mortgage and is located in a special flood hazard area, (2) is written in an~~  
4682 ~~amount that is reasonably satisfactory to the Administrative Agent and (3) has a term ending not~~  
4683 ~~later than the maturity of the Indebtedness secured by such Mortgage and (D) confirmation that~~  
4684 ~~the Parent Borrower has received the notice required pursuant to Section 208.25(i) of Regulation~~  
4685 ~~H of the Board.~~

4686 (g) The Lenders shall have received the financial statements referred to in Section  
4687 3.04(a).

4688 ~~(h) The Cequent Spin-off shall be consummated substantially simultaneously with~~  
4689 ~~proceeds of the Restatement Date Dividend being applied to repay Existing Term Loans and~~  
4690 ~~Existing Revolving Loans.~~

4691 The Administrative Agent shall notify the Parent Borrower and the Lenders of the  
4692 Restatement Date, and such notice shall be conclusive and binding.

## 4693 ARTICLE V

### 4694 Affirmative Covenants

4695

4696 Until the Commitments have expired or been terminated and the principal of and interest  
4697 on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall  
4698 have expired or terminated and all LC Disbursements shall have been reimbursed, each of Holdings, the  
4699 Parent Borrower, ~~each Subsidiary Term Borrower (as to itself only)~~ and each Foreign Subsidiary  
4700 Borrower (as to itself only) covenants and agrees with the Lenders that:

4701 SECTION 5.01 Financial Statements and Other Information. Holdings or the Parent  
4702 Borrower will furnish to the Administrative Agent and each Lender:

4703 (a) within 90 days after the end of each fiscal year of Holdings, its audited  
4704 consolidated balance sheet and related statements of operations, stockholders' equity and cash  
4705 flows as of the end of and for such year, setting forth in each case in comparative form the figures  
4706 for the previous fiscal year, all reported on by Deloitte & Touche LLP or other independent  
4707 public accountants of recognized national standing (without a "going concern" or like  
4708 qualification or exception (except for any such qualification or exception resulting from any  
4709 current maturity of Loans hereunder) and without any qualification or exception as to the scope of  
4710 such audit) to the effect that such consolidated financial statements present fairly in all material  
4711 respects the financial condition and results of operations of Holdings and its consolidated  
4712 subsidiaries on a consolidated basis in accordance with GAAP consistently applied (it being

4713 understood that the obligation to furnish the foregoing to the Administrative Agent and the  
4714 Lenders shall be deemed to be satisfied in respect of any fiscal year of Holdings by the filing of  
4715 Holdings' annual report on Form 10-K for such fiscal year with the Commission to the extent the  
4716 foregoing are included therein);

4717 (b) within 45 days after the end of each of the first three fiscal quarters of each fiscal  
4718 year of Holdings, its consolidated balance sheet and related statements of operations,  
4719 stockholders' equity and cash flows as of the end of and for such fiscal quarter and the then  
4720 elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for  
4721 the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the  
4722 previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all  
4723 material respects the financial condition and results of operations of Holdings and its consolidated  
4724 subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to  
4725 normal year-end audit adjustments and the absence of footnotes (it being understood that the  
4726 obligation to furnish the foregoing to the Administrative Agent and the Lenders shall be deemed  
4727 to be satisfied in respect of any fiscal quarter of Holdings by the filing of Holdings' quarterly  
4728 report on Form 10-Q for such fiscal quarter with the Commission to the extent the foregoing are  
4729 included therein);

4730 (c) within 90 days after the end of each fiscal year of Holdings (but in any event no  
4731 later than two Business Days after any delivery of financial statements under clause (a) above), or  
4732 within 45 days after the end of each of the first three fiscal quarters of each fiscal year of  
4733 Holdings (but in any event no later than two Business Days after any delivery of financial  
4734 statements under clause (b) above), a certificate of a Financial Officer of Holdings or the Parent  
4735 Borrower (i) certifying as to whether a Default has occurred and, if a Default has occurred,  
4736 specifying the details thereof and any action taken or proposed to be taken with respect thereto,  
4737 (ii) setting forth reasonably detailed calculations demonstrating compliance with Sections 6.12  
4738 and 6.13, (iii) stating whether any change in GAAP or in the application thereof has occurred  
4739 since the date of Holdings' audited financial statements referred to in Section 3.04 and, if any  
4740 such change has occurred, specifying the effect of such change on the financial statements  
4741 accompanying such certificate and (iv) identifying all Subsidiaries existing on the date of such  
4742 certificate and indicating, for each such Subsidiary, whether such Subsidiary is a Domestic  
4743 Subsidiary (and if so, whether such Subsidiary is a Subsidiary Loan Party) or a Foreign  
4744 Subsidiary and whether such Subsidiary was formed or acquired since the end of the previous  
4745 fiscal quarter;

4746 (d) within 90 days after the end of each fiscal year of Holdings, (i) a certificate of the  
4747 accounting firm that reported on such financial statements stating whether they obtained  
4748 knowledge during the course of their examination of such financial statements of any Default  
4749 (which certificate may be limited to the extent required by accounting rules or guidelines) and (ii)  
4750 a certificate of a Financial Officer of Holdings or the Parent Borrower (A) identifying any parcels  
4751 of real property or improvements thereto with a value exceeding ~~\$2,000,000~~ \$5,000,000 that have  
4752 been acquired by any Loan Party since the end of the previous fiscal year, (B) identifying any  
4753 changes of the type described in Section 5.03(a) that have not been previously reported by the  
4754 Parent Borrower, (C) identifying any Permitted Acquisitions that have been consummated since  
4755 the end of the previous fiscal year, including the date on which each such Permitted Acquisition  
4756 was consummated and the consideration therefor, and (D) identifying any Intellectual Property  
4757 (as defined in the Security Agreement) with respect to which a notice is required to be delivered  
4758 under the Security Agreement and has not been previously delivered ~~and (E) identifying any~~  
4759 ~~Prepayment Events that have occurred since the end of the previous fiscal year and setting forth a~~

4760 reasonably detailed calculation of the Net Proceeds received from Prepayment Events since the  
4761 end of such previous fiscal year;

4762 (e) no later than February 15 of each fiscal year of Holdings (commencing with the  
4763 fiscal year ending December 31, 2013), a detailed consolidated budget for such fiscal year  
4764 (including a projected consolidated balance sheet and related statements of projected operations  
4765 and cash flow as of the end of and for such fiscal year and setting forth the assumptions used for  
4766 purposes of preparing such budget) and, promptly when available, any material revisions of such  
4767 budget that have been approved by senior management of Holdings;

4768 (f) promptly after the same become publicly available, copies of all periodic and  
4769 other reports, proxy statements and other materials filed by Holdings, the Parent Borrower or any  
4770 Subsidiary with the Commission or with any national securities exchange, as the case may be (it  
4771 being understood that the obligation to furnish the foregoing to the Administrative Agent and the  
4772 Lenders shall be deemed to be satisfied to the extent the foregoing are filed with the  
4773 Commission); ~~and~~

4774 (g) no later than five business days prior to any proposed utilization of the Available  
4775 Amount, a certificate of a Financial Officer of Holdings or the Parent Borrower setting forth a  
4776 reasonably detailed calculations of the Available Amount as of the date of the proposed  
4777 utilization (prior to giving effect thereto); and

4778 (g~~h~~) promptly following any request therefor, such other information regarding the  
4779 operations, business affairs and financial condition of Holdings, the Parent Borrower or any  
4780 Subsidiary, or compliance with the terms of any Loan Document, as the Administrative Agent or  
4781 any Lender may reasonably request.

4782 SECTION 5.02 Notices of Material Events. Holdings and the Parent Borrower will  
4783 furnish to the Administrative Agent and each Lender prompt written notice of the following:

4784 (a) the occurrence of any Default;

4785 (b) the filing or commencement of any action, suit or proceeding by or before any  
4786 arbitrator or Governmental Authority against or affecting Holdings, the Parent Borrower or any  
4787 Subsidiary thereof that, if adversely determined, could reasonably be expected to result in a  
4788 Material Adverse Effect;

4789 (c) the occurrence of any ERISA Event that, alone or together with any other ERISA  
4790 Events that have occurred, could reasonably be expected to result in liability of Holdings, the  
4791 Parent Borrower and its Subsidiaries in an aggregate amount exceeding \$15,000,000; and

4792 (d) any other development that results in, or could reasonably be expected to result  
4793 in, a Material Adverse Effect.

4794 Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or  
4795 other executive officer of the Parent Borrower setting forth the details of the event or development  
4796 requiring such notice and any action taken or proposed to be taken with respect thereto.

4797 SECTION 5.03 Information Regarding Collateral.

4798 (a) The Parent Borrower will furnish to the Administrative Agent prompt written  
4799 notice of any change (i) in any Loan Party's legal name or in any trade name used to identify it in the  
4800 conduct of its business or in the ownership of its properties, (ii) in the location of any Loan Party's chief  
4801 executive office, its principal place of business, any office in which it maintains books or records relating  
4802 to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the  
4803 establishment of any such new office or facility), (iii) in any Loan Party's identity or structure, (iv) in any  
4804 Loan Party's jurisdiction of organization or (v) in any Loan Party's Federal Taxpayer Identification  
4805 Number. The Parent Borrower agrees not to effect or permit any change referred to in the preceding  
4806 sentence unless written notice has been delivered to the Collateral Agent, together with all applicable  
4807 information to enable the Administrative Agent to make all filings under the Uniform Commercial Code  
4808 or otherwise that are required in order for the Collateral Agent (on behalf of the Secured Parties) to  
4809 continue at all times following such change to have a valid, legal and perfected security interest in all the  
4810 Collateral.

4811 (b) Each year, within 90 days after the end of each fiscal year of Holdings, Holdings  
4812 (on behalf of itself and the other Loan Parties) shall deliver to the Administrative Agent a certificate of a  
4813 Financial Officer of Holdings (i) setting forth the information required pursuant to the Perfection  
4814 Certificate or confirming that there has been no change in such information since the date of the  
4815 Perfection Certificate delivered on the Closing Date or the date of the most recent certificate delivered  
4816 pursuant to this Section and (ii) certifying that all Uniform Commercial Code financing statements  
4817 (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including  
4818 all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of  
4819 record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant  
4820 to clause (i) above to the extent necessary to protect and perfect the security interests under the Security  
4821 Documents for a period of not less than 18 months after the date of such certificate (except as noted  
4822 therein with respect to any continuation statements to be filed within such period).

4823 SECTION 5.04 Existence; Conduct of Business.

4824 (a) Each of Holdings, the Parent Borrower and the Foreign Subsidiary Borrowers  
4825 will, and will cause each of the Subsidiaries to, do or cause to be done all things necessary to preserve,  
4826 renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges,  
4827 franchises, patents, copyrights, trademarks and trade names the loss of which would have a Material  
4828 Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation, liquidation or  
4829 dissolution permitted under Section 6.03 or disposition permitted under Section 6.05.

4830 (b) Holdings and the Parent Borrower will cause all the Equity Interests of the  
4831 ~~Subsidiary Term Borrowers and the~~ Foreign Subsidiary Borrowers to be owned, directly or indirectly, by  
4832 the Parent Borrower or any Subsidiary, ~~and the Subsidiary Term Borrowers shall at all times remain a~~  
4833 ~~guarantor under the Guarantee Agreement.~~

4834 SECTION 5.05 Payment of Obligations. Each of Holdings, the Parent Borrower, ~~the~~  
4835 ~~Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers will, and will cause each of the  
4836 Subsidiaries (including the Receivables Subsidiary) to, pay its Indebtedness and other obligations,  
4837 including Tax liabilities, before the same shall become delinquent or in default, except (a) those being  
4838 contested in good faith by appropriate proceedings and for which Holdings, the Parent Borrower, a  
4839 ~~Subsidiary Term~~ Borrower, or a Foreign Subsidiary Borrower or such Subsidiary, as applicable, has set  
4840 aside on its books adequate reserves with respect thereto in accordance with GAAP, or (b) to the extent  
4841 the failure to make payment could not reasonably be expected to result in a Material Adverse Effect;  
4842 provided that no amounts received from any Loan Party shall be applied to Excluded Swap Obligations of  
4843 such Loan Party.

4844 SECTION 5.06 Maintenance of Properties. Each of Holdings, the Parent Borrower,  
4845 ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers will, and will cause each of the  
4846 Subsidiaries to, keep and maintain all property material to the conduct of their business, taken as a whole,  
4847 in good working order and condition, ordinary wear and tear excepted; provided that the foregoing shall  
4848 not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03 or  
4849 disposition permitted under Section 6.05.

4850 SECTION 5.07 Insurance. Each of Holdings, the Parent Borrower, ~~the Subsidiary~~  
4851 ~~Term Borrowers~~ and the Foreign Subsidiary Borrowers will, and will cause each of the Subsidiaries to,  
4852 maintain insurance in such amounts (with no greater risk retention) and against such risks as are  
4853 customarily maintained by companies of established repute engaged in the same or similar businesses  
4854 operating in the same or similar locations, except where the failure to do so could not reasonably be  
4855 expected to result in a Material Adverse Effect. Such insurance shall be maintained with financially  
4856 sound and reputable insurance companies, except that a portion of such insurance program (not to exceed  
4857 that which is customary in the case of companies engaged in the same or similar business or having  
4858 similar properties similarly situated) may be effected through self-insurance; provided adequate reserves  
4859 therefor, in accordance with GAAP, are maintained. In addition, each of Holdings, the Parent Borrower,  
4860 ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers will, and will cause each of its  
4861 Subsidiaries to, maintain all insurance required to be maintained pursuant to the Security Documents.  
4862 With respect to each Mortgaged Property that is located in an area determined by the Federal Emergency  
4863 Management Agency to have special flood hazards, the applicable Loan Party will maintain, with  
4864 financially sound and reputable insurance companies, such flood insurance as is required under applicable  
4865 law, including ~~Regulation H of the Board~~ Flood Laws. The Parent Borrower will furnish to the Lenders,  
4866 upon request of the Administrative Agent, information in reasonable detail as to the insurance so  
4867 maintained. All insurance policies or certificates (or certified copies thereof) with respect to such  
4868 insurance shall be endorsed to the Collateral Agent's reasonable satisfaction for the benefit of the Lenders  
4869 (including, without limitation, by naming the Collateral Agent as loss payee or additional insured, as  
4870 appropriate).

4871 SECTION 5.08 Casualty and Condemnation. The Parent Borrower ~~(a)~~ will furnish to  
4872 the Administrative Agent and the Lenders prompt written notice of casualty or other insured damage to  
4873 any material portion of any Collateral having a book value or fair market value of \$1,000,000 or more or  
4874 the commencement of any action or proceeding for the taking of any Collateral having a book value or  
4875 fair market value of \$1,000,000 or more or any part thereof or interest therein under power of eminent  
4876 domain or by condemnation or similar proceeding ~~and (b) will ensure that the Net Proceeds of any such~~  
4877 ~~event (whether in the form of insurance proceeds, condemnation awards or otherwise) are collected and~~  
4878 ~~applied in accordance with the applicable provisions of this Agreement and the Security Documents.~~

4879 SECTION 5.09 Books and Records; Inspection and Audit Rights. Each of Holdings,  
4880 the Parent Borrower, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers will, and will  
4881 cause each of the Subsidiaries to, keep proper books of record and account in which full, true and correct  
4882 entries are made of all dealings and transactions in relation to its business and activities. Each of  
4883 Holdings, the Parent Borrower, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers  
4884 will, and will cause each of the Subsidiaries to, permit any representatives designated by the  
4885 Administrative Agent or any Lender, upon reasonable prior notice, to visit and inspect its properties, to  
4886 examine and make extracts from its books and records, and to discuss its affairs, finances and condition  
4887 with its officers and independent accountants, all at such reasonable times and as often as reasonably  
4888 requested.

4889 SECTION 5.10 Compliance with Laws. Each of Holdings, the Parent Borrower, ~~the~~  
4890 ~~Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers will, and will cause each of the  
4891 Subsidiaries to, comply with all laws, rules, regulations and orders of any Governmental Authority  
4892 applicable to it or its property, except where the failure to do so, individually or in the aggregate, could  
4893 not reasonably be expected to result in a Material Adverse Effect. The Parent Borrower will maintain in  
4894 effect and enforce policies and procedures designed to ensure compliance by Holdings, the Parent  
4895 Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-  
4896 Corruption Laws and applicable Sanctions. Each Loan Party shall (and Holdings will ensure that each  
4897 Subsidiary shall)(a) comply with any notice served on it pursuant to Part 21A of the Companies Act 2006  
4898 with respect to any Secured English Shares within the timeframe specified in the notice, and promptly  
4899 provide the Collateral Agent with a copy of any such notice, and (b) procure that neither it nor any of its  
4900 subsidiaries shall issue a Warning Notice or Restrictions Notice with respect to Secured English Shares  
4901 unless it is required by law to do so.

4902 SECTION 5.11 Use of Proceeds and Letters of Credit. ~~The Parent Borrower and the~~  
4903 ~~Subsidiary Term Borrowers will use the proceeds of the Term Loans on the Restatement Date solely to~~  
4904 ~~consummate the Transactions~~. The proceeds of the Revolving Loans and Swingline Loans will be used  
4905 only for general corporate purposes and, to the extent permitted by Section 6.01(a)(i), Permitted  
4906 Acquisitions. Letters of Credit will be available only for general corporate purposes. No part of the  
4907 proceeds of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation  
4908 of any of the Regulations of the Board, including Regulations T, U and X.

4909 SECTION 5.12 Additional Subsidiaries. If any additional Subsidiary is formed or  
4910 acquired after the Restatement Date, the Parent Borrower will, within five Business Days after such  
4911 Subsidiary is formed or acquired, notify the Administrative Agent and the Lenders thereof and, within 30  
4912 days (or such longer period as may be agreed to by the Administrative Agent) after such Subsidiary is  
4913 formed or acquired, cause the Collateral and Guarantee Requirement and the Foreign Security Collateral  
4914 and Guarantee Requirement to be satisfied with respect to such Subsidiary, including with respect to any  
4915 Equity Interest in or Indebtedness of such Subsidiary owned by or on behalf of any Loan Party.

4916 SECTION 5.13 Further Assurances.

4917 (a) Each of Holdings, the Parent Borrower, ~~the Subsidiary Term Borrowers~~ and the  
4918 Foreign Subsidiary Borrowers will, and will cause each Subsidiary Loan Party to, execute any and all  
4919 further documents, financing statements, agreements and instruments, and take all such further actions  
4920 (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust,  
4921 landlord waivers and other documents), which may be required under any applicable law, or which the  
4922 Administrative Agent or the Required Lenders may reasonably request, to cause the Collateral and  
4923 Guarantee Requirement and the Foreign Security Collateral and Guarantee Requirement to be and remain  
4924 satisfied, all at the expense of the Loan Parties. Holdings, the Parent Borrower, ~~the Subsidiary Term~~  
4925 ~~Borrowers~~ and the Foreign Subsidiary Borrowers also agree to provide to the Administrative Agent, from  
4926 time to time upon request, evidence reasonably satisfactory to the Administrative Agent as to the  
4927 perfection and priority of the Liens created or intended to be created by the Security Documents.

4928 (b) If any assets (including any real property or improvements thereto or any interest  
4929 therein) having a book value or fair market value of ~~\$5,000,000~~ 10,000,000 or more in the aggregate are  
4930 acquired by the Parent Borrower or any Subsidiary Loan Party after the Restatement Date or through the

4931 acquisition of a Subsidiary Loan Party under Section 5.12 (other than, in each case, assets constituting  
4932 Collateral under the Security Agreement or the Pledge Agreement that become subject to the Lien of the  
4933 Security Agreement or the Pledge Agreement upon acquisition thereof), the Parent Borrower or, if  
4934 applicable, the relevant Subsidiary Loan Party will notify the Administrative Agent and the Lenders  
4935 thereof, and, if reasonably requested by the Administrative Agent or the Required Lenders, the Parent  
4936 Borrower will cause such assets to be subjected to a Lien securing the Obligations and will take, and  
4937 cause the Subsidiary Loan Parties to take, such actions as shall be necessary or reasonably requested by  
4938 the Administrative Agent to grant and perfect such Liens, including actions described in paragraph (a) of  
4939 this Section, all at the expense of the Loan Parties. Notwithstanding the foregoing, the Administrative  
4940 Agent shall not enter into any Mortgage in respect of any real property acquired by the Parent Borrower  
4941 or any other Loan Party after the Restatement Date until the date that is 45 days after the Administrative  
4942 Agent has delivered to the Lenders (which may be delivered electronically) the following documents in  
4943 respect of such real property: (i) completed "Life of Loan" Federal Emergency Management Agency  
4944 standard flood hazard determination(s) with respect to the Mortgaged Property and related documents  
4945 with respect to the Mortgaged Property reasonably requested by any Lender; (ii) if such real property is  
4946 located in a "special flood hazard area", a notification to each Parent Borrower (and applicable Loan  
4947 Party) of that fact and notification to each Borrower (and applicable Loan Party) stating whether flood  
4948 insurance coverage is available, and evidence that each Borrower (or other Loan Party) to which a notice  
4949 was sent, has signed and returned the notice; and (iii) if such notice is required to be provided to the  
4950 Parent Borrower (or applicable Loan Party) and flood insurance is available in the community in which  
4951 such real property is located, a copy of the policy, or declaration evidencing such required flood insurance  
4952 in an amount and with terms required by the Flood Laws.

4953 ~~SECTION 5.14 Post Restatement Date Matters. To the extent that the requirements~~  
4954 ~~of Section 4.04(f)(ii) are not satisfied on the Restatement Date, they shall be satisfied within 60 days (or~~  
4955 ~~such longer period as the Administrative Agent may agree to in its sole discretion) after the Restatement~~  
4956 ~~Date.~~

## 4957 ARTICLE VI

### 4958 Negative Covenants

4960 Until the Commitments have expired or terminated and the principal of and interest on  
4961 each Loan and all fees payable hereunder have been paid in full and all Letters of Credit have expired or  
4962 terminated and all LC Disbursements shall have been reimbursed, each of Holdings, the Parent Borrower,  
4963 ~~each Subsidiary Term Borrower (as to itself only)~~ and each Foreign Subsidiary Borrower (as to itself  
4964 only) covenants and agrees with the Lenders that:

#### 4965 SECTION 6.01 Indebtedness; Certain Equity Securities.

4966 (a) None of Holdings, the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any  
4967 Foreign Subsidiary Borrower will, nor will they permit any Subsidiary to, create, incur, assume or permit  
4968 to exist any Indebtedness, except:

4969 (i) ~~(A) Indebtedness created under the Loan Documents and (B) any Permitted Term~~  
4970 ~~Loan Refinancing Indebtedness;~~

4971 (ii) (A) the Permitted Receivables Financing, (B) financings in respect of sales of  
4972 accounts receivable by a Foreign Subsidiary permitted by Section 6.05(c)(ii) and (C) the  
4973 Specified Vendor Receivables Financing;

4974 (iii) Indebtedness existing on the Restatement Date and set forth in Schedule 6.01 and  
4975 extensions, renewals and replacements of any such Indebtedness that do not increase the  
4976 outstanding principal amount as specified on such Schedule 6.01, plus any additional  
4977 Indebtedness incurred to pay premiums (including tender premiums), accrued and unpaid interest,  
4978 expenses, defeasance costs and fees in connection therewith, or result in an earlier maturity date  
4979 or decreased weighted average life thereof;

4980 (iv) Permitted Unsecured Debt of the Parent Borrower; provided that the Total Net  
4981 Leverage Ratio, on a pro forma basis after giving effect to the incurrence of such Permitted  
4982 Unsecured Debt and recomputed as of the last day of the most recently ended fiscal quarter of  
4983 Holdings for which financial statements are available, as if such incurrence (and any related  
4984 repayment of Indebtedness) had occurred on the first day of the relevant period (provided that any  
4985 incurrence of Permitted Unsecured Debt that occurs prior to the first testing period under Section  
4986 6.13(a) shall be deemed to have occurred during such first testing period), is at least 0.25 less  
4987 than is otherwise required pursuant to Section 6.13(a) at the time of such event;

4988 (v) Indebtedness of the Parent Borrower to any Subsidiary and of any Subsidiary to  
4989 the Parent Borrower or any other Subsidiary; provided that Indebtedness of any Subsidiary that is  
4990 not a Domestic Loan Party to the Parent Borrower or any Subsidiary Loan Party shall be subject  
4991 to Section 6.04;

4992 (vi) Guarantees by the Parent Borrower of Indebtedness of any Subsidiary and by any  
4993 Subsidiary of Indebtedness of the Parent Borrower or any other Subsidiary; provided that  
4994 Guarantees by the Parent Borrower or any Subsidiary Loan Party of Indebtedness of any  
4995 Subsidiary that is not a Domestic Loan Party shall be subject to Section 6.04;

4996 (vii) Guarantees by Holdings, the Parent Borrower or any Subsidiary, as the case may  
4997 be, in respect of (A) any ~~Permitted Term Loan Refinancing Indebtedness~~, (B) any Incremental  
4998 Equivalent Debt or ~~(C)~~ any Permitted Unsecured Debt; provided that none of Holdings, the  
4999 Parent Borrower or any Subsidiary, as the case may be, shall Guarantee such Indebtedness unless  
5000 it also has Guaranteed the Obligations pursuant to the Guarantee Agreement;

5001 (viii) Indebtedness of the Parent Borrower or any Subsidiary incurred to  
5002 finance the acquisition, construction or improvement of any fixed or capital assets, including  
5003 ~~Capital Financing~~ Lease Obligations and any Indebtedness assumed in connection with the  
5004 acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition  
5005 thereof, and extensions, renewals and replacements of any such Indebtedness that do not increase  
5006 the outstanding principal amount thereof or result in an earlier maturity date or decreased  
5007 weighted average life thereof; provided that (A) such Indebtedness is incurred prior to or within  
5008 ~~180~~270 days after such acquisition or the completion of such construction or improvement and  
5009 (B) the aggregate principal amount of Indebtedness permitted by this clause (~~\*\*viii~~) shall not  
5010 exceed the greater of \$60,000,000 and 5.5% of Consolidated Total Assets of Holdings (as of the  
5011 date of incurrence of such Indebtedness) at any time outstanding;

5012 (ix) Indebtedness arising as a result of an Acquisition Lease Financing or any other  
5013 sale and leaseback transaction permitted under Section 6.06;

5014 (x) Indebtedness of any Person that becomes a Subsidiary after the Restatement  
5015 Date; provided that (A) such Indebtedness exists at the time such Person becomes a Subsidiary  
5016 and is not created in contemplation of or in connection with such Person becoming a Subsidiary  
5017 and (B) the aggregate principal amount of Indebtedness permitted by this clause (~~\*\*x~~) shall not  
5018 exceed \$50,000,000 at any time outstanding, less the liquidation value of any outstanding  
5019 Assumed Preferred Stock;



5020 (xi) Indebtedness of Holdings, the Parent Borrower or any Subsidiary in respect of  
5021 workers' compensation claims, self-insurance obligations, performance bonds, surety appeal or  
5022 similar bonds ~~and~~ completion guarantees and similar obligations provided by Holdings, the  
5023 Parent Borrower and the Subsidiaries in the ordinary course of their business or consistent with  
5024 past practice or industry practice;

5025 (xii) other ~~unsecured~~ Indebtedness of Holdings, the Parent Borrower or any  
5026 Subsidiary in an aggregate principal amount not exceeding the greater of \$35,000,000 and 3.5%  
5027 of Consolidated Total Assets of Holdings (as of the date of incurrence of such Indebtedness) at  
5028 any time outstanding, less the liquidation value of any applicable Qualified Holdings Preferred  
5029 Stock issued and outstanding pursuant to clause (b) of the definition of Qualified Holdings  
5030 Preferred Stock;

5031 (xiii) ~~secured~~ Indebtedness (which may be secured) of Foreign Subsidiaries in  
5032 an aggregate amount not exceeding ~~\$130,000,000~~ 150,000,000 at any time outstanding, ~~in each~~  
5033 ~~case in respect of Indebtedness of Foreign Subsidiaries~~;

5034 (xiv) Indebtedness arising from the honoring by a bank or other financial institution of  
5035 a check, draft or similar instrument ~~inadvertently (except in the case of daylight overdrafts)~~ drawn  
5036 against insufficient funds in the ordinary course of business; provided, however, that such  
5037 Indebtedness is extinguished within ten Business Days of incurrence;

5038 (xv) Indebtedness arising in connection with endorsement of instruments for deposit  
5039 in the ordinary course of business;

5040 (xvi) Indebtedness incurred in connection with (1) the financing of insurance  
5041 premiums in an aggregate amount at any time outstanding not to exceed the premiums owed  
5042 under such policy, if applicable or (2) take-or-pay obligations contained in supply arrangements,  
5043 in each case, in the ordinary course of business;

5044 (xvii) contingent obligations to financial institutions, in each case to the extent  
5045 in the ordinary course of business and on terms and conditions which are within the general  
5046 parameters customary in the banking industry (as determined in good faith by the Parent  
5047 Borrower), entered into to obtain cash management services or deposit account overdraft  
5048 protection services (in an amount similar to those offered for comparable services in the financial  
5049 industry) or other services in connection with the management or opening of deposit accounts or  
5050 incurred as a result of endorsement of negotiable instruments for deposit or collection purposes  
5051 and other customary, contingent obligations of the Parent Borrower and its Subsidiaries incurred  
5052 in the ordinary course of business;

5053 (xviii) unsecured guarantees by the Parent Borrower or any Subsidiary Loan  
5054 Party of facility leases of any Loan Party;

5055 (xix) Indebtedness of the Parent Borrower or any Subsidiary Loan Party under  
5056 Hedging Agreements with respect to interest rates, foreign currency exchange rates or commodity  
5057 prices, in each case not entered into for speculative purposes; provided that if such Hedging  
5058 Agreements relate to interest rates, (A) such Hedging Agreements relate to payment obligations  
5059 on Indebtedness otherwise permitted to be incurred by the Loan Documents and (B) the notional  
5060 principal amount of such Hedging Agreements at the time incurred does not exceed the principal  
5061 amount of the Indebtedness to which such Hedging Agreements relate;

5062 (xx) secured or unsecured notes (such notes, “Incremental Equivalent Debt”);  
5063 provided that (A) at the time of (and after giving effect to) the incurrence of any Incremental  
5064 Equivalent Debt, the aggregate amount of all Incremental Equivalent Debt, together with the  
5065 aggregate amount of all Incremental Revolving Commitments and Incremental Term  
5066 Commitments previously incurred after the Restatement Date (and prior to (or substantially  
5067 simultaneously) established with) the incurrence of such Incremental Equivalent Debt), shall not  
5068 exceed the greater sum of (1) \$300,000,000/200,000,000 and (2) an amount such that, after giving  
5069 effect to the incurrence of such Incremental Equivalent Debt and the making of any other  
5070 Indebtedness incurred substantially simultaneously therewith (and assuming in the case of any  
5071 Incremental Revolving Commitments established substantially simultaneously therewith that such  
5072 Incremental Revolving Commitments are fully drawn), the Senior Secured Net Leverage Ratio,  
5073 calculated on a pro forma basis, is no greater than 2.503.00 to 1.00 (it being understood that (i)  
5074 indebtedness may be incurred under clause (2) prior to indebtedness being incurred under clause  
5075 (1) and (ii) if indebtedness is incurred under clause (1) and/or Incremental Revolving  
5076 Commitments are incurred under clause (A) of Section 2.21(a) on the same date that indebtedness  
5077 is incurred under clause (2), then the Senior Secured Net Leverage Ratio for purposes of clause  
5078 (2) will be calculated without giving regard to any incurrence on such date of indebtedness under  
5079 clause (1) or any incurrence of Incremental Revolving Commitments under clause (A) of Section  
5080 2.21(a)), (B) the incurrence of such Indebtedness shall be subject to clauses (i) through (iii) of  
5081 Section 2.21(c) as if such Incremental Equivalent Debt were an Incremental Term Loan or  
5082 Incremental Revolving Commitment, as applicable, (C) such Indebtedness shall mature no earlier  
5083 than 91 days after the Latest Maturity Date then in effect, (D) such Incremental Equivalent Debt  
5084 shall not have a definition of “Change of Control” or “Change in Control” (or any other defined  
5085 term having a similar purpose) that is materially more restrictive than the definition of Change of  
5086 Control set forth herein and (E) such Incremental Equivalent Debt shall not be subject to a  
5087 financial maintenance covenant more favorable to the holders thereof than those contained in the  
5088 Loan Documents (other than for periods after the Latest Maturity Date then in effect); and

5089 (xxi) unsecured Indebtedness incurred by the Cequent Group on in an aggregate  
5090 outstanding amount not to exceed the Net Proceeds received by Holdings after the Restatement  
5091 Date in order to pay a dividend from (A) cash contributions (other than from the Parent Borrower  
5092 or a Subsidiary) to Holdings or (B) the issuance and sale of its Equity Interests (other than  
5093 Disqualified Equity Interests and other than a sale to the Parent Borrower in accordance with the  
5094 Cequent Spin-off Agreement (the “Restatement Date Dividend”), so long as, after giving effect to  
5095 the Cequent Spin-off, (x) none of Holdings or any of its Subsidiaries have any obligations or  
5096 liabilities in respect of such Indebtedness and (y) the holders of such Indebtedness have no  
5097 recourse to Holdings or any of its Subsidiaries in respect of such Indebtedness or a Subsidiary);

5098 (xxii) Indebtedness in respect of obligations of the Parent Borrower or any  
5099 Subsidiary to pay the deferred purchase price of goods or services or progress payments in  
5100 connection with such goods and services; provided that such obligations are incurred in  
5101 connection with open accounts extended by suppliers on customary trade terms in the ordinary  
5102 course of business and not in connection with the borrowing of any money or any Hedging  
5103 Agreements.

5104 (b) None of Holdings, the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any  
5105 Foreign Subsidiary Borrower will, nor will they permit any Subsidiary to, issue any preferred stock or

5106 other preferred Equity Interests, except (i) Qualified Holdings Preferred Stock, (ii) Assumed Preferred  
5107 Stock and (iii) preferred stock or preferred Equity Interests held by Holdings, the Parent Borrower or any  
5108 Subsidiary.

5109 SECTION 6.02 ~~Liens~~. None of Holdings, the Parent Borrower, ~~any Subsidiary Term~~  
5110 ~~Borrower~~ or any Foreign Subsidiary Borrower will, nor will they permit any Subsidiary to, create, incur,  
5111 assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, or  
5112 assign or sell any income or revenues (including accounts receivable) or rights in respect of any thereof,  
5113 except:

5114 (a) Liens created under the Loan Documents ~~and Liens in respect of any Permitted~~  
5115 ~~Term Loan Refinancing Indebtedness;~~

5116 (b) Permitted Encumbrances;

5117 (c) Liens in respect of the Permitted Receivables Financing and the Specified  
5118 Vendor Receivables Financing;

5119 (d) any Lien on any property or asset of Holdings, the Parent Borrower or any  
5120 Subsidiary existing on the Restatement Date and set forth in Schedule 6.02; provided that (i) such  
5121 Lien shall not apply to any other property or asset of Holdings, the Parent Borrower or any  
5122 Subsidiary and (ii) such Lien shall secure only those obligations which it secures on the  
5123 Restatement Date and extensions, renewals and replacements thereof that do not increase the  
5124 outstanding principal amount thereof;

5125 (e) any Lien existing on any property or asset prior to the acquisition thereof by the  
5126 Parent Borrower or any Subsidiary or existing on any property or asset of any Person that  
5127 becomes a Subsidiary after the Restatement Date prior to the time such Person becomes a  
5128 Subsidiary; provided that (i) such Lien is not created in contemplation of or in connection with  
5129 such acquisition or such Person becoming a Subsidiary, as the case may be, (ii) such Lien shall  
5130 not apply to any other property or assets of the Parent Borrower or any Subsidiary and (iii) such  
5131 Lien shall secure only those obligations which it secures on the date of such acquisition or the  
5132 date such Person becomes a Subsidiary, as the case may be;

5133 (f) Liens on fixed or capital assets acquired, constructed or improved by, or in  
5134 respect of ~~Capital Financing~~ Lease Obligations of, the Parent Borrower or any Subsidiary;  
5135 provided that (i) such security interests secure Indebtedness permitted by ~~clause (viii) of~~ Section  
5136 6.01(a)(viii), (ii) such security interests and the Indebtedness secured thereby are incurred prior to  
5137 or within ~~180~~270 days after such acquisition or the completion of such construction or  
5138 improvement, (iii) the Indebtedness secured thereby does not exceed the cost of acquiring,  
5139 constructing or improving such fixed or capital assets and (iv) such security interests shall not  
5140 apply to any other property or assets of the Parent Borrower or any Subsidiary;

5141 (g) Liens, with respect to any Mortgaged Property, described in the applicable  
5142 schedule of the title policy covering such Mortgaged Property;

5143 (h) Liens in respect of sales of accounts receivable by Foreign Subsidiaries permitted  
5144 by Section 6.05(c)(ii);

5145 (i) other Liens securing liabilities permitted hereunder in an aggregate amount not  
5146 exceeding ~~(i) in respect of consensual Liens, \$20,000,000 and (ii) in respect of all such Liens,~~  
5147 ~~\$40,000,000, in each case~~ at any time outstanding;

5148 (j) Liens in respect of Indebtedness permitted by Section 6.01(a)(xiii); provided that  
5149 the assets subject to such Liens are not located in the United States;

5150 (k) Liens, rights of setoff and other similar Liens existing solely with respect to cash  
5151 and Permitted Investments on deposit in one or more accounts maintained by any Lender, in each  
5152 case granted in the ordinary course of business in favor of such Lender with which such accounts  
5153 are maintained, securing amounts owing to such Lender with respect to cash management and  
5154 operating account arrangements, including those involving pooled accounts and netting  
5155 arrangements; provided that, unless such Liens are non-consensual and arise by operation of law,  
5156 in no case shall any such Liens secure (either directly or indirectly) the repayment of any  
5157 Indebtedness for borrowed money;

5158 (l) licenses or sublicenses of Intellectual Property (as defined in the Security  
5159 Agreement) granted by any Company in the ordinary course of business and not interfering in any  
5160 material respect with the ordinary conduct of business of the Company;

5161 (m) the filing of UCC financing statements solely as a precautionary measure in  
5162 connection with operating leases or consignment of goods;

5163 (n) Liens for the benefit of a seller deemed to attach solely to cash earnest money  
5164 deposits in connection with a letter of intent or acquisition agreement with respect to a Permitted  
5165 Acquisition;

5166 (o) Liens deemed to exist in connection with Investments permitted under Section  
5167 6.04 that constitute repurchase obligations and in connection with related set-off rights;

5168 (p) Liens of a collection bank arising in the ordinary course of business under  
5169 Section 4-210 of the UCC in effect in the relevant jurisdiction covering only the items being  
5170 collected upon;

5171 (q) Liens of sellers of goods to the Parent Borrower or any of its Subsidiaries arising  
5172 under Article 2 of the UCC in effect in the relevant jurisdiction in the ordinary course of business,  
5173 covering only the goods sold and covering only the unpaid purchase price for such goods and  
5174 related expenses; ~~and~~

5175 (r) Liens with respect to property or assets of the Parent Borrower or any Subsidiary  
5176 securing Incremental Equivalent Debt, provided that such Incremental Equivalent Debt shall be  
5177 secured only by a Lien on the Collateral and on a pari passu or subordinated basis with the  
5178 Obligations and shall be subject to a customary intercreditor agreement in form and substance  
5179 reasonably satisfactory to the Administrative Agent;

5180 (s) Liens on inventory or other goods and proceeds of any Person securing such  
5181 Person's obligations in respect of documentary letters of credit, bank guarantees or bankers'  
5182 acceptances issued or created for the account of such Person to facilitate the purchase, shipment  
5183 or storage of such inventory or goods;

5184 (t) pledges and deposits and other Liens made in the ordinary course of business to  
5185 secure liability to insurance carriers;

5186 (u) leases or subleases, and non-exclusive licenses or sublicenses (including with  
5187 respect to intellectual property), granted to others in the ordinary course of business;

5188 (v) any encumbrance or restriction (including put and call arrangements) with  
5189 respect to Equity Interests of any joint venture or similar arrangement securing obligations of  
5190 such joint venture or pursuant to any joint venture or similar agreement;

5191 (w) Liens that are contractual rights of set-off relating to purchase orders and other  
5192 agreements entered into with customers, suppliers or service providers of the Parent Borrower or  
5193 any Subsidiary in the ordinary course of business;

5194 (x) agreements to subordinate any interest of the Parent Borrower or any Subsidiary  
5195 in any accounts receivable or other proceeds, in each case arising from inventory consigned by  
5196 the Parent Borrower or any such Subsidiary pursuant to an agreement entered into in the ordinary  
5197 course of business; and

5198 (y) Liens securing insurance premium financing arrangements; provided that such  
5199 Liens are limited to the applicable unearned insurance premiums.

5200 SECTION 6.03 Fundamental Changes.

5201 (a) None of Holdings, the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any  
5202 Foreign Subsidiary Borrower will, nor will they permit any other Person to merge into or consolidate with  
5203 any of them, or liquidate or dissolve, except that, if at the time thereof and immediately after giving effect  
5204 thereto no Default shall have occurred and be continuing (i) any Subsidiary may merge into the Parent  
5205 Borrower in a transaction in which the Parent Borrower is the surviving corporation, (ii) any Subsidiary  
5206 may merge into any Subsidiary in a transaction in which the surviving entity is a Subsidiary and (if any  
5207 party to such merger is a Subsidiary Loan Party) is a Subsidiary Loan Party (provided that, with respect to  
5208 any such merger involving the ~~Subsidiary Term Borrowers or the Foreign Subsidiary Borrowers~~, the  
5209 surviving entity of such merger shall be a ~~Subsidiary Term Borrower or a Foreign Subsidiary Borrower~~,  
5210 as the case may be) and (iii) any Subsidiary (other than a Subsidiary Loan Party) may liquidate or  
5211 dissolve if the Parent Borrower determines in good faith that such liquidation or dissolution is in the best  
5212 interests of the Parent Borrower and is not materially disadvantageous to the Lenders; provided that any  
5213 such merger involving a Person that is not a wholly owned Subsidiary immediately prior to such merger  
5214 shall not be permitted unless also permitted by Section 6.04. Notwithstanding the foregoing, this Section  
5215 6.03 shall not prohibit any Permitted Acquisition.

5216 (b) The Parent Borrower will not, and will not permit any of its Subsidiaries to,  
5217 engage to any material extent in any business other than businesses of the type conducted by the Parent  
5218 Borrower and its Subsidiaries on the Restatement Date and businesses reasonably related thereto.

5219 (c) Holdings will not engage in any business or activity other than (i) the ownership  
5220 of all the outstanding shares of capital stock of the Parent Borrower, (ii) performing its obligations (A)  
5221 under the Loan Documents, and (B) under the Permitted Receivables Financing, (iii) activities incidental  
5222 thereto and to Holdings' existence, (iv) activities related to the performance of all its obligations in  
5223 respect of the Transactions, (v) performing its obligations under guarantees in respect of sale and  
5224 leaseback transactions permitted by Section 6.06 and (vi) other activities (including the incurrence of  
5225 Indebtedness and the issuance of its Equity Interests) that are permitted by this Agreement. Holdings will

5226 not own or acquire any assets (other than shares of capital stock of the Parent Borrower and the Permitted  
5227 Investments or incur any liabilities (other than liabilities imposed by law, including tax liabilities,  
5228 liabilities related to its existence and permitted business and activities specified in the immediately  
5229 preceding sentence).

5230 (d) The Receivables Subsidiary will not engage in any business or business activity  
5231 other than the activities related to the Permitted Receivables Financing and its existence. The Receivables  
5232 Subsidiary will not own or acquire any assets (other than the receivables subject to the Permitted  
5233 Receivables Financing) or incur any liabilities (other than the liabilities imposed by law including tax  
5234 liabilities, and other liabilities related to its existence and permitted business and activities specified in the  
5235 immediately preceding sentence, including liabilities arising under the Permitted Receivables Financing).

5236 SECTION 6.04 Investments, Loans, Advances, Guarantees and Acquisitions. None  
5237 of the Parent Borrower or any Foreign Subsidiary Borrower will, nor will they permit any Subsidiary to,  
5238 purchase, hold or acquire (including pursuant to any merger with any Person that was not a wholly owned  
5239 Subsidiary prior to such merger) any Equity Interests in or evidences of indebtedness or other securities  
5240 (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist  
5241 any loans or advances to, Guarantee any obligations of, or make or permit to exist any investment or any  
5242 other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of  
5243 transactions) any assets of any other Person constituting a business unit, except:

5244 (a) Permitted Investments;

5245 (b) investments existing pursuant to agreements existing on or made pursuant to,  
5246 binding commitments existing on, on the Restatement Date and set forth on Schedule 6.04;

5247 (c) Permitted Acquisitions;

5248 (d) investments by the Parent Borrower and the Subsidiaries in their respective  
5249 Subsidiaries that exist immediately prior to any applicable transaction; provided that (i) any such  
5250 Equity Interests held by a Loan Party shall be pledged pursuant to the Pledge Agreement or any  
5251 applicable Foreign Security Documents, as the case may be, to the extent required by this  
5252 Agreement and (ii) the aggregate amount of investments (excluding any such investments, loans,  
5253 advances and Guarantees to such Subsidiaries that are assumed and exist on the date any  
5254 Permitted Acquisition is consummated and that are not made, incurred or created in  
5255 contemplation of or in connection with such Permitted Acquisition) by Loan Parties in, and loans  
5256 and advances by Loan Parties to, and Guarantees by Loan Parties of Indebtedness of, Subsidiaries  
5257 that are not Domestic Loan Parties (or if Domestic Loan Parties, in respect of which the  
5258 Administrative Agent has not received the documents required by clause (a) of the definition of  
5259 Collateral and Guarantee Requirement) made after the Restatement Date shall not at any time  
5260 exceed the greater of \$100,000,000 and 10.0% of Consolidated Total Assets of Holdings (as of  
5261 the date of the making of such investment);

5262 (e) loans or advances made by the Parent Borrower to any Subsidiary and made by  
5263 any Subsidiary to the Parent Borrower or any other Subsidiary; provided that (i) any such loans  
5264 and advances made by a Loan Party shall be evidenced by a promissory note pledged pursuant to  
5265 the Pledge Agreement or any applicable Foreign Security Documents, as the case may be, and (ii)  
5266 the amount of such loans and advances made by Loan Parties to Subsidiaries that are not Loan  
5267 Parties shall be subject to the limitation set forth in clause (d) above;

5268 (f) Guarantees permitted by Section 6.01(a)(vii);

5269 (g) investments arising as a result of ~~the~~any Permitted Receivables Financing or  
5270 Specified Vendor Receivables Financing;

5271 (h) investments received in connection with the bankruptcy or reorganization of, or  
5272 settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the  
5273 ordinary course of business;

5274 (i) any investments in or loans to any other Person received as noncash  
5275 consideration for sales, transfers, leases and other dispositions permitted by Section 6.05;

5276 (j) Guarantees by Holdings, the Parent Borrower and the Subsidiaries of leases  
5277 entered into by any Subsidiary as lessee; provided that the amount of such Guarantees made by  
5278 Loan Parties to Subsidiaries that are not Loan Parties shall be subject to the limitation set forth in  
5279 clause (d) above;

5280 (k) extensions of credit in the nature of accounts receivable or notes receivable in the  
5281 ordinary course of business;

5282 (l) loans or advances to employees made (i) in the ordinary course of business  
5283 consistent with prudent business practice and not exceeding \$5,000,000 in the aggregate  
5284 outstanding at any one time; (ii) in respect of payroll payments and expenses in the ordinary  
5285 course of business and (iii) in connection with such Person's purchase of Equity Interests of  
5286 Holdings or any direct or indirect parent of Holdings solely to the extent that the amount of such  
5287 loans and advances shall be contributed to Holdings in cash as common equity; provided that  
5288 notwithstanding anything to the contrary in this Agreement, the amount of such cash contribution,  
5289 to the extent of any such outstanding loan or advance, shall not be considered a cash contribution  
5290 for any other purpose of this Agreement;

5291 (m) investments in the form of Hedging Agreements permitted under Section 6.07;

5292 (n) investments by the Parent Borrower or any Subsidiary in (i) the capital stock of a  
5293 Receivables Subsidiary and (ii) other interests in a Receivables Subsidiary, in each case to the  
5294 extent required by the terms of the Permitted Receivables Financing;

5295 (o) payroll, travel and similar advances to cover matters that are expected at the time  
5296 of such advances ultimately to be treated as expenses for accounting purposes and that are made  
5297 in the ordinary course of business;

5298 (p) Permitted Joint Venture and Foreign Subsidiary Investments;

5299 (q) investments, loans or advances in addition to those permitted by clauses (a)  
5300 through (p) above not exceeding in the aggregate the greater of \$100,000,000 and 10% of  
5301 Consolidated Total Assets of Holdings (as of the date of the making of such investment, loan or  
5302 advance) at any time outstanding;

5303 (r) investments made (i) in an amount not to exceed the Net Proceeds Not Otherwise  
5304 Applied of any issuance of Equity Interests (other than Disqualified Equity Interests and other  
5305 than any issuance to the Parent Borrower or a Subsidiary) in Holdings issued on or after ~~March~~  
5306 ~~31, 2015~~the Restatement Date or (ii) with Equity Interests in Holdings; ~~and~~

5307 (s) investments by the Parent Borrower or any Subsidiary in an aggregate amount  
5308 not to exceed the Available Amount;

5309 (t) investments received in compromise or resolution of litigation, arbitration or  
5310 other disputes;

5311 (u) investments; provided that after giving effect to any such investment (and any  
5312 Indebtedness incurred in connection therewith), the Total Net Leverage Ratio at the time of the  
5313 making of such investment would be less than or equal to 3.00 to 1.00; and

5314 (v) additional investments; provided that the aggregate amount of investments made  
5315 pursuant to this clause (v), together with the aggregate amount of Restricted Payments made  
5316 pursuant to Section 6.08(a)(xiv) and the aggregate amount of payments of Indebtedness made  
5317 pursuant to Section 6.08(b)(ix), during the period from the date 12 months prior to the date of the  
5318 making of such investment (the "Investment Date") through (and including) the Investment Date  
5319 shall not exceed \$25,000,000.

5320 SECTION 6.05 Asset Sales. None of Holdings, the Parent Borrower, ~~any Subsidiary~~  
5321 ~~Term Borrower~~ or any Foreign Subsidiary Borrower will, nor will they permit any Subsidiary to, sell,  
5322 transfer, lease or otherwise dispose of any asset, including any Equity Interest owned by it, nor will they  
5323 permit any Subsidiary to issue any additional Equity Interest in such Subsidiary, except:

5324 (a) sales, transfers, leases and other dispositions of inventory, used or surplus  
5325 equipment, obsolete, damaged or worn-out equipment or other ~~obsolete~~ assets, Permitted  
5326 Investments and Investments referred to in Section 6.04(h) in the ordinary course of business;

5327 (b) sales, transfers and dispositions to the Parent Borrower or a Subsidiary; provided  
5328 that any such sales, transfers or dispositions involving a Subsidiary that is not a Domestic Loan  
5329 Party shall be made in compliance with Section 6.09;

5330 (c) (i) sales of accounts receivable and related assets pursuant to the Receivables  
5331 Purchase Agreement, (ii) sales of accounts receivable and related assets by a Foreign Subsidiary  
5332 pursuant to customary terms whereby recourse and exposure in respect thereof to any Foreign  
5333 Subsidiary does not exceed at any time ~~\$50,000,000~~ 60,000,000 and (iii) sales of accounts  
5334 receivables and related assets pursuant to the Specified Vendor Receivables Financing.

5335 (d) the creation of Liens permitted by Section 6.02 and dispositions as a result  
5336 thereof;

5337 (e) sales or transfers that are permitted sale and leaseback transactions pursuant to  
5338 Section 6.06;

5339 (f) sales and transfers that constitute part of an Acquisition Lease Financing;

5340 (g) Restricted Payments permitted by Section 6.08;

5341 (h) transfers and dispositions constituting investments permitted under Section 6.04;

5342 (i) sales, transfers and other dispositions of property identified on Schedule 6.05;

5343 ~~and~~



5344 (j) sales, transfers and other dispositions of assets (other than Equity Interests in a  
5345 Borrower) that are not permitted by any other clause of this Section; provided that the aggregate  
5346 fair market value of all assets sold, transferred or otherwise disposed of in reliance upon this  
5347 clause (j) shall not exceed ~~(i) 15% of the aggregate fair market value of all assets of the Parent~~  
5348 ~~Borrower (determined as of the end of its most recent fiscal year), including any Equity Interests~~  
5349 ~~owned by it, during any fiscal year of the Parent Borrower; provided that such amount shall be~~  
5350 ~~increased, in respect of the fiscal year ending on December 31, 2015, and each fiscal year~~  
5351 ~~thereafter by an amount equal to the total unused amount of such permitted sales, transfers and~~  
5352 ~~other dispositions for the immediately preceding fiscal year (without giving effect to the amount~~  
5353 ~~of any unused permitted sales, transfers and other dispositions that were carried forward to such~~  
5354 ~~preceding fiscal year) and (ii) 35% of the aggregate fair market value of all assets of the Parent~~  
5355 ~~Borrower as of the Restatement Date, including any Equity Interests owned by it, during the term~~  
5356 ~~of this Agreement subsequent to the Restatement Date; provided further that that with respect to~~  
5357 ~~any sale, transfer or other disposition of Equity Interests of a Subsidiary, (x) subject to clauses (i)~~  
5358 ~~and (ii) of the immediately preceding proviso, the aggregate fair market value of all such Equity~~  
5359 ~~Interests sold, transferred or otherwise disposed of in reliance upon this clause (j) shall not exceed~~  
5360 ~~\$20 million and (y) any sale, transfer or other disposition of Equity Interests in a Subsidiary that~~  
5361 ~~is a Loan Party shall only be permitted if 100% of the Equity Interests of such Subsidiary owned~~  
5362 ~~by Holdings and any of its Subsidiaries are so sold, transferred or otherwise disposed;~~

5363 (k) any exchange of assets (including a combination of assets and Permitted  
5364 Investments) for assets related to a Similar Business of comparable or greater market value or  
5365 usefulness to the business of the Parent Borrower and its Subsidiaries, as a whole, as determined  
5366 in good faith by the Parent Borrower;

5367 (l) foreclosure, condemnation, taking by eminent domain or any similar action with  
5368 respect to any property or other asset of the Parent Borrower or any of its Subsidiaries;

5369 (m) the lease, assignment or sublease of any real or personal property in the ordinary  
5370 course of business;

5371 (n) any grant in the ordinary course of any non-exclusive license, of patents,  
5372 trademarks, know-how or any other intellectual property;

5373 (o) dispositions of receivables in connection with the compromise, settlement or  
5374 collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and  
5375 exclusive of factoring or similar arrangements;

5376 (p) any surrender, expiration or waiver of contract rights or the settlement, release,  
5377 recovery on or surrender of contract, tort or other claims of any kind; and

5378 (q) the termination of a lease of real or personal property that is not necessary to the  
5379 conduct of the business of the Parent Borrower and its Subsidiaries as a whole;

5380 provided that (x) all sales, transfers, leases and other dispositions permitted hereby (other than those  
5381 permitted by ~~clause~~ clauses (b), (o) and (q) above) shall be made for fair value and (y) all sales, transfers,  
5382 leases and other dispositions permitted by clauses (i) and (j) above shall be for at least 75% cash  
5383 consideration; provided that the amount of (i) any secured liabilities (as shown on the Parent Borrower's  
5384 or a Subsidiary's most recent balance sheet or in the notes thereto) of the Parent Borrower or a Subsidiary  
5385 that are assumed by the transferee of any such assets or that are otherwise cancelled or terminated in  
5386 connection with the transaction with such transferee, (ii) any notes or other obligations or other securities

5387 or assets received by the Parent Borrower or such Subsidiary from such transferee that are converted by  
5388 the Parent Borrower or such Subsidiary into cash within 180 days of the receipt thereof (to the extent of  
5389 the cash received), and (iii) any Designated Non-Cash Consideration received by the Parent Borrower or  
5390 any Subsidiary in such sale, transfer, lease and other disposition having an aggregate fair market value (as  
5391 determined in good faith by the Parent Borrower), taken together with all other Designated Non-Cash  
5392 Consideration received pursuant to this clause (v) that is at that time outstanding, not to exceed the greater  
5393 of \$25,000,000 and 2.5% of Consolidated Total Assets of Holdings (as of the date of such disposition)  
5394 (with the fair market value of each item of Designated Non-Cash Consideration being measured at the  
5395 time received and without giving effect to subsequent changes in value), shall be deemed to be cash for  
5396 the purposes of this provision.

5397 SECTION 6.06 Sale and Leaseback Transactions. None of Holdings, the Parent  
5398 Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower will, nor will they permit  
5399 any Subsidiary to, enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any  
5400 property, real or personal, used or useful in its business, whether now owned or hereinafter acquired, and  
5401 thereafter rent or lease such property or other property that it intends to use for substantially the same  
5402 purpose or purposes as the property sold or transferred, except for (a) any such sale of any fixed or capital  
5403 assets (other than any such transaction to which (b) or (c) below is applicable) that is made for cash  
5404 consideration in an amount not less than the cost of such fixed or capital asset in an aggregate amount less  
5405 than or equal to \$20,000,000, so long as the ~~Capital Financing~~ Lease Obligations associated therewith are  
5406 permitted by Section 6.01(a)(viii), (b) in the case of property owned as of or after the Restatement Date,  
5407 any such sale of any fixed or capital assets that is made for cash consideration in an aggregate amount not  
5408 less than the fair market value of such fixed or capital assets not to exceed \$35,000,000 in the aggregate,  
5409 in each case, so long as the ~~Capital Financing~~ Lease Obligations (if any) associated therewith are  
5410 permitted by Section 6.01(a)(viii) and (c) any Acquisition Lease Financing.

5411 SECTION 6.07 Hedging Agreements. None of Holdings, the Parent Borrower, ~~any~~  
5412 ~~Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower will, nor will they permit any Subsidiary  
5413 to, enter into any Hedging Agreement, other than Hedging Agreements entered into in the ordinary course  
5414 of business and which are not speculative in nature to hedge or mitigate risks to which the Parent  
5415 ~~Borrower, any Subsidiary Term Borrower~~, any Foreign Subsidiary Borrower or any other Subsidiary is  
5416 exposed in the conduct of its business or the management of its assets or liabilities (including Hedging  
5417 Agreements that effectively cap, collar or exchange interest rates (from fixed to floating rates, from one  
5418 floating rate to another floating rate or otherwise)).

5419 SECTION 6.08 Restricted Payments; Certain Payments of Indebtedness.

5420 (a) None of Holdings, the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any  
5421 Foreign Subsidiary Borrower will, nor will they permit any Subsidiary to, declare or make, or agree to  
5422 pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or  
5423 otherwise) to do so, except:

5424 (i) Holdings may declare and pay dividends with respect to its Equity Interests  
5425 payable solely in additional Equity Interests in Holdings;

5426 (ii) Subsidiaries may declare and pay dividends ratably with respect to their capital  
5427 stock;

5428 (iii) the Parent Borrower may make payments to Holdings to permit it to make, and  
5429 Holdings may make, Restricted Payments, ~~not exceeding \$5,000,000 from and after the~~  
5430 ~~Restatement Date, in each case~~ pursuant to and in accordance with stock option plans, equity

5431 purchase programs or agreements or other benefit plans, in each case for ~~management or~~  
5432 ~~employees~~ any future, present or former employee, director, officer or consultant of the  
5433 Parent Borrower and the Subsidiaries; provided that the aggregate Restricted Payments made  
5434 under this clause (iii) do not exceed \$5,000,000 in any calendar year, with unused amounts in any  
5435 calendar year being permitted to be carried over to the next succeeding calendar year (but not to  
5436 any subsequent calendar year); provided, further, however, that such amount in any calendar year  
5437 may be increased by an amount not to exceed:

5438 (a) the Net Proceeds Not Otherwise Applied received by Holdings from the  
5439 sale of Equity Interests of Holdings or any direct or indirect parent of Holdings (to the  
5440 extent contributed to Holdings) to employees, directors, officers or consultants of  
5441 Holdings, the Parent Borrower or the Subsidiaries that occurs after the Restatement Date,  
5442 plus

5443 (b) the cash proceeds of key man life insurance policies received by the  
5444 Parent Borrower or any direct or indirect parent of the Parent Borrower (to the extent  
5445 contributed to the Parent Borrower) or the Subsidiaries after the Restatement Date;

5446 provided that the Parent Borrower may elect to apply all or any portion of the aggregate increase  
5447 contemplated by clauses (a) and (b) above in any calendar year; and provided, further, that  
5448 cancellation of Indebtedness owing to the Parent Borrower or any Subsidiary from any present or  
5449 former employees, directors, officers or consultants of the Parent Borrower, any Subsidiary or  
5450 any direct or indirect parent of the Parent Borrower in connection with a repurchase of Equity  
5451 Interests of the Parent Borrower or any of its direct or indirect parents will not be deemed to  
5452 constitute a Restricted Payment for purposes of this covenant or any other provision of this  
5453 Agreement;

5454 (iv) the Parent Borrower may make Permitted Tax Distributions to Holdings or any  
5455 other direct or indirect equity owners of the Parent Borrower;

5456 (v) the Parent Borrower may pay dividends to Holdings at such times and in such  
5457 amounts as shall be necessary to permit Holdings to discharge and satisfy its obligations that are  
5458 permitted hereunder (including (A) state and local taxes and other governmental charges, and  
5459 administrative and routine expenses required to be paid by Holdings in the ordinary course of  
5460 business and (B) cash dividends payable by Holdings in respect of Qualified Holdings Preferred  
5461 Stock issued pursuant to clauses (b) and (c) of the definition thereof; provided that dividends  
5462 payable by the Parent Borrower to Holdings pursuant to this clause (v) in order to satisfy cash  
5463 dividends payable by Holdings in respect of Qualified Holdings Preferred Stock issued pursuant  
5464 to clause (c) of the definition thereof ~~may only be made with Excess Cash Flow not otherwise~~  
5465 ~~required to be used to prepay Term Loans pursuant to Section 2.11(d) (without duplication of~~  
5466 ~~amounts used pursuant to Section 6.08(a)(vii) or amounts included in shall be in an amount not to~~  
5467 ~~exceed the Available Amount and used pursuant to Sections 6.04(s) or 6.08(b)(vii));~~

5468 (vi) the Parent Borrower may make payments to Holdings to permit it to make, and  
5469 Holdings may make payments permitted by Section 6.09(d); provided that, at the time of such  
5470 payment and after giving effect thereto, no Default or Event of Default shall have occurred and be  
5471 continuing and Holdings and the Parent Borrower are in compliance with Section 6.12; provided,  
5472 further, that any payments that are prohibited because of the immediately preceding proviso shall  
5473 accrue and may be made as so accrued upon the curing or waiver of such Default, Event of  
5474 Default or noncompliance;

5475 (vii) the Parent Borrower may make payments to Holdings to permit it to make, and  
5476 Holdings may make, Restricted Payments in respect of the repurchase, retirement or other  
5477 acquisition of Equity Interests in Holdings using the portion of Excess Cash Flow not subject to  
5478 mandatory prepayment pursuant to Section 2.11(d) (without duplication of amounts used pursuant  
5479 to Section 6.08(a)(v) or amounts included in the Available Amount and used pursuant to Sections  
5480 6.04(s) or 6.08(b)(vii)); an amount equal to the Available Amount; provided that at the time of  
5481 such Restricted Payment and after giving effect thereto, (i) no Default or Event of Default shall  
5482 have occurred and be continuing and (ii) at the time of such Restricted Payment and after giving  
5483 effect thereto and to the incurrence of any Indebtedness in connection therewith, Holdings and the  
5484 Parent Borrower shall be in pro forma compliance with the financial covenants set forth in  
5485 Sections 6.12 and 6.13;

5486 (viii) the Parent Borrower may make payments to Holdings to permit it to  
5487 make, and Holdings may make, Restricted Payments; provided that ~~(\*)~~ if after giving effect to  
5488 such Restricted Payments (and any Indebtedness incurred in connection therewith), the Total Net  
5489 Leverage Ratio at the time of the making of such payments (the date of the making of such  
5490 payments, the "RP Date") would be (1) less than or equal to 2.25 to 1.00 but greater than 2.00 to  
5491 1.00, the aggregate, there shall be no limit on the amount of Restricted Payments made pursuant  
5492 to this clause (viii) during the period from the date 12 months prior to the RP Date through (and  
5493 including) the RP Date (such period, the "RP Period") shall not exceed \$125,000,000, (2) less  
5494 than or equal to 2.75 to 1.00, but greater than 2.25 to 1.00, the aggregate amount of Restricted  
5495 Payments made pursuant to this clause (viii) during the, together with the aggregate amount of  
5496 payments of Indebtedness made pursuant to Section 6.08(b)(viii), during the period from the date  
5497 12 months prior to the RP Date through (and including) the RP Date (such period, the "RP  
5498 Period") shall not exceed \$100,000,000, (3) less than or equal to 3.25 to 1.00 but greater than  
5499 2.75 to 1.00, the aggregate amount of Restricted Payments made pursuant to this clause (viii),  
5500 together with the aggregate amount of payments of Indebtedness made pursuant to Section  
5501 6.08(b)(viii), during the RP Period shall not exceed \$50,000,000 and (4) greater than 3.25 to 1.00,  
5502 the aggregate amount of no Restricted Payments may be made pursuant to this clause (viii) during  
5503 the RP Period shall not exceed \$25,000,000; provided further that at the time of any payment  
5504 pursuant to this clause (viii), no Default or Event of Default shall have occurred and be  
5505 continuing; and

5506 (ix) the Parent Borrower ~~and Holdings~~ may make payments to Holdings to permit it  
5507 to make Restricted Payments necessary in order to effect the Cequent Spin-off in an amount not  
5508 to exceed the Net Proceeds Not Otherwise Applied of any issuance of Equity Interests in  
5509 Holdings issued on or after the Restatement Date (other than an issuance to the Parent Borrower  
5510 or a Subsidiary and other than an issuance of Disqualified Equity Interests);

5511 ~~(x)~~ the making of any Restricted Payment shall be permitted within 60 days after the  
5512 date of declaration thereof if at the date of declaration such Restricted Payment would have  
5513 complied with the provisions of this Agreement;

5514 (xi) (i) the Parent Borrower may make payments to Holdings to permit it to purchase,  
5515 redeem, defease, or otherwise acquire or retire for value its common stock in an amount not to  
5516 exceed \$75,000,000 and (ii) the Parent Borrower may make payments to Holdings to permit it to  
5517 pay dividends on its common stock in an amount not to exceed, per annum, the greater of  
5518 \$20,000,000 and 2.0% of Market Capitalization;

5519 (xii) the Parent Borrower and any Subsidiaries may pay or distribute Receivables

5520 Fees;

5521 (xiii) Holdings, the Parent Borrower and any Subsidiary may make Restricted  
5522 Payments to allow the payment of cash in lieu of the issuance of fractional shares upon the  
5523 exercise of options or warrants or upon the conversion or exchange of Equity Interests of any  
5524 such Person; and

5525 (xiv) the Parent Borrower may make payments to Holdings to permit it to make, and  
5526 Holdings may make, Restricted Payments; provided that the aggregate amount of such Restricted  
5527 Payments, together with the aggregate amount of payments of Indebtedness made pursuant to  
5528 Section 6.08(b)(ix) and the aggregate amount of investments made pursuant to Section 6.04(y),  
5529 during the RP Period shall not exceed \$25,000,000; provided further that at the time of any  
5530 payment pursuant to this clause (xiv), no Default or Event of Default shall have occurred and be  
5531 continuing.

5532 (b) None of Holdings, the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any  
5533 Foreign Subsidiary Borrower will, nor will they permit any Subsidiary to, make or agree to pay or make,  
5534 directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of  
5535 or in respect of principal of or interest on any Indebtedness, or any payment or other distribution (whether  
5536 in cash, securities or other property), including any sinking fund or similar deposit, on account of the  
5537 purchase, redemption, retirement, acquisition, cancellation or termination of any Indebtedness, except:

5538 (i) payment of Indebtedness created under the Loan Documents;

5539 (ii) payment of regularly scheduled interest and principal payments as and when due  
5540 in respect of any Indebtedness, other than payments in respect of subordinated Indebtedness  
5541 prohibited by the subordination provisions thereof;

5542 (iii) refinancings of Indebtedness to the extent permitted by Section 6.01;

5543 (iv) payment of secured Indebtedness ~~out of;~~

5544 ~~the proceeds of any sale or transfer of the property or assets securing such~~  
5545 ~~Indebtedness;~~ (v) the making of any payment within 60 days of the giving of irrevocable  
5546 notice in respect thereof shall be permitted if at the time of the giving of such irrevocable notice,  
5547 such payment would have complied with the provisions of this Agreement;

5548 ~~(v) [reserved];~~

5549 (vi) payments of Indebtedness with the Net Proceeds Not Otherwise Applied of an  
5550 issuance of Equity Interests in Holdings; ~~and issued on or after the Restatement Date (other than~~  
5551 ~~an issuance to the Parent Borrower or a Subsidiary and other than an issuance of Disqualified~~  
5552 ~~Equity Interests);~~

5553 (vii) payments of Indebtedness in an amount equal to the Available Amount; provided  
5554 that at the time of such payment and after giving effect thereto, (i) no Default or Event of Default  
5555 shall have occurred and be continuing and (ii) at the time of such payment and after giving effect  
5556 thereto and to the incurrence of any Indebtedness in connection therewith, the Total Net Leverage  
5557 Ratio is not greater than ~~2.00~~3.50 to 1.00;

5558 (viii) payments of Indebtedness; provided that if after giving effect to such  
5559 payments (and any Indebtedness incurred in connection therewith), the Total Net Leverage Ratio  
5560 at the time of the making of such payments (the date of the making of such payments, the “Debt  
5561 Repayment Date”) would be (1) less than or equal to 2.25 to 1.00, there shall be no limit on the  
5562 amount of payments made pursuant to this clause (viii), (2) less than or equal to 2.75 to 1.00, but  
5563 greater than 2.25 to 1.00, the aggregate amount of payments made pursuant to this clause (viii),  
5564 together with the aggregate amount of Restricted Payments made pursuant to Section  
5565 6.08(a)(viii), during the period from the date 12 months prior to the Debt Repayment Date  
5566 through (and including) the Debt Repayment Date (such period, the “Debt Repayment Period”)  
5567 shall not exceed \$100,000,000, (3) less than or equal to 3.25 to 1.00 but greater than 2.75 to 1.00,  
5568 the aggregate amount of payments of Indebtedness made pursuant to this clause (viii), together  
5569 with the aggregate amount of Restricted Debt Payments made pursuant to Section 6.08(a)(viii),  
5570 during the Debt Repayment Period shall not exceed \$50,000,000 and (4) greater than 3.25 to 1.00,  
5571 no payments of Indebtedness may be made pursuant to this clause (viii); provided further that at  
5572 the time of any payment pursuant to this clause (viii), no Default or Event of Default shall have  
5573 occurred and be continuing; and

5574 (ix) payments of Indebtedness; provided that the aggregate amount of such payments,  
5575 together with the aggregate amount of Restricted Payments made pursuant to Section 6.08(a)(xiv)  
5576 and the aggregate amount of investments made pursuant to Section 6.04(y), during the Debt  
5577 Repayment Period shall not exceed \$25,000,000; provided further that at the time of any payment  
5578 pursuant to this clause (ix), no Default or Event of Default shall have occurred and be continuing.

5579 (c) None of Holdings, the Parent Borrower or any Foreign Subsidiary Borrower will,  
5580 nor will they permit any Subsidiary to, enter into or be party to, or make any payment under, any  
5581 Synthetic Purchase Agreement unless (i) in the case of any Synthetic Purchase Agreement related to any  
5582 Equity Interest of Holdings, the payments required to be made by Holdings are limited to amounts  
5583 permitted to be paid under Section 6.08(a), (ii) in the case of any Synthetic Purchase Agreement related to  
5584 any Restricted Indebtedness, the payments required to be made by Holdings, the Parent Borrower or the  
5585 Subsidiaries thereunder are limited to the amount permitted under Section 6.08(b) and (iii) in the case of  
5586 any Synthetic Purchase Agreement, the obligations of Holdings, the Parent Borrower and the Subsidiaries  
5587 thereunder are subordinated to the Obligations on terms satisfactory to the Required Lenders.

5588 SECTION 6.09 Transactions with Affiliates. None of Holdings, the Parent Borrower,  
5589 ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower will, nor will they permit any  
5590 Subsidiary to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise  
5591 acquire any property or assets from, or otherwise engage in any other transactions with, any of its  
5592 Affiliates, except:

5593 (a) transactions that are at prices and on terms and conditions not less favorable to  
5594 the Parent Borrower or such Subsidiary than could be obtained on an arm’s-length basis from  
5595 unrelated third parties;

5596 (b) transactions between or among the Parent Borrower and the Subsidiaries not  
5597 involving any other Affiliate (to the extent not otherwise prohibited by other provisions of this  
5598 Agreement);

5599 (c) any Restricted Payment permitted by Section 6.08; ~~and~~

5600 (d) transactions pursuant to agreements in effect on the Restatement Date and listed  
5601 on Schedule 6.09 (provided that this clause (d) shall not apply to any extension, or renewal of, or

5602 any amendment or modification of such agreements that is less favorable to the Parent Borrower  
5603 or the applicable Subsidiaries, as the case may be);

5604 (e) payments or loans (or cancellations of loans) to officers, directors, employees or  
5605 consultants which are approved by a majority of the board of directors of Holdings in good faith;

5606 (f) the issuance of Equity Interests (other than Disqualified Equity Interests) of  
5607 Holdings to any Person;

5608 (g) the issuances of securities or other payments, awards or grants in cash, securities  
5609 or otherwise pursuant to, the funding of, or the making of payments pursuant to, employment,  
5610 consulting and service agreements and arrangements, stock option and stock ownership plans,  
5611 long-term incentive plans or similar employee or director benefit plans approved by the board of  
5612 directors of Holdings or any direct or indirect parent of Holdings or the board of directors of the  
5613 Parent Borrower or a Subsidiary, as appropriate, in good faith;

5614 (h) any contribution to the capital of Holdings;

5615 (i) transactions between Holdings, the Parent Borrower or any Subsidiary, on the  
5616 one hand, and any Person, on the other hand, a director of which is also a director of Holdings or  
5617 any direct or indirect parent of Holdings; provided that such director abstains from voting as a  
5618 director of Holdings or such direct or indirect parent, as the case may be, on any matter involving  
5619 such other Person; and

5620 (j) any employment agreements or any similar or related agreements entered into by  
5621 Holdings, the Parent Borrower or any Subsidiary, in each case in the ordinary course of business.

5622 SECTION 6.10 Restrictive Agreements. None of Holdings, the Parent Borrower, ~~any~~  
5623 ~~Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower will, nor will they permit any Subsidiary  
5624 to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that  
5625 prohibits, restricts or imposes any condition upon (a) the ability of Holdings, the Parent Borrower or any  
5626 Subsidiary to create, incur or permit to exist any Lien upon any of its property or assets, or (b) the ability  
5627 of any Subsidiary to pay dividends or other distributions with respect to any shares of its capital stock or  
5628 to make or repay loans or advances to the Parent Borrower or any other Subsidiary or to Guarantee  
5629 Indebtedness of the Parent Borrower or any other Subsidiary; provided that (i) the foregoing shall not  
5630 apply to restrictions and conditions imposed by law, rule, regulation or order or by any Loan Document,  
5631 Permitted Receivables Document or any Specified Vendor Receivables Financing Document that are  
5632 customary, in the reasonable judgment of the board of directors thereof, for the market in which such  
5633 Indebtedness is issued so long as such restrictions do not prevent, impede or impair (x) the creation of  
5634 Liens and Guarantees in favor of the Lenders under the Loan Documents or (y) the satisfaction of the  
5635 obligations of the Loan Parties under the Loan Documents, (ii) the foregoing shall not apply to  
5636 restrictions and conditions existing on the Restatement Date identified on Schedule 6.10 ~~(but shall apply~~  
5637 ~~to any extension or renewal of, or any amendment or modification expanding the scope of, any such~~  
5638 ~~restriction or condition)~~, (iii) the foregoing shall not apply to customary restrictions and conditions  
5639 contained in agreements relating to the sale of a Subsidiary pending such sale; provided, further, that such  
5640 restrictions and conditions apply only to the Subsidiary that is to be sold and such sale is permitted  
5641 hereunder ~~and~~, (iv) clause (a) of the foregoing shall not apply to (A) restrictions or conditions imposed by  
5642 any agreement relating to secured Indebtedness permitted by this Agreement if such restrictions or  
5643 conditions apply only to the property or assets securing such Indebtedness and (B) customary provisions  
5644 in leases and other agreements restricting the assignment thereof; ~~(v) the foregoing shall not apply to any~~  
5645 ~~agreement or other instrument of a Person acquired by the Parent Borrower or any Subsidiary which was~~

5646 in existence at the time of such acquisition (but not created in contemplation thereof or to provide all or  
5647 any portion of the funds or credit support utilized to consummate such acquisition), which encumbrance  
5648 or restriction is not applicable to any Person, or the properties or assets of any Person, other than the  
5649 Person and its Subsidiaries, or the property or assets of the Person and its Subsidiaries, so acquired, (vi)  
5650 the foregoing shall not apply to customary restrictions on cash or other deposits or net worth required by  
5651 customers under contracts entered into in the ordinary course of business, (vii) the foregoing shall not  
5652 apply to customary provisions in joint venture agreements, partnership agreements, limited liability  
5653 company agreements and similar agreements required in connection with the entering into of such  
5654 transaction and (viii) any prohibition or restrictions of the type referred to in clauses (a) or (b) above  
5655 imposed by amendments, modifications, restatements, renewals, increases, supplements, refundings,  
5656 replacements or refinancings of the contracts, instruments or obligations referred to in clauses (i) through  
5657 (vii) above shall be permitted; provided that such amendments, modifications, restatements, renewals,  
5658 increases, supplements, refundings, replacements or refinancings do not expand the scope of any such  
5659 prohibition or restriction from that originally set forth in the contract, instrument or obligation referred to  
5660 in clauses (i) through (vii) above.

5661 SECTION 6.11 Amendment of Material Documents. None of Holdings, the Parent  
5662 Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower will, nor will they permit  
5663 any Subsidiary (including the Receivables Subsidiary) to, amend, restate, modify or waive any of its  
5664 rights under (a) its certificate of incorporation, by-laws or other organizational documents, and (b) any  
5665 Material Agreement or other agreements (including joint venture agreements), in each case to the extent  
5666 such amendment, restatement, modification or waiver is adverse to the Lenders in any material respect (it  
5667 being agreed that the addition or removal of Loan Parties from participation in a Permitted Receivables  
5668 Financing or Specified Vendor Receivables Financing shall not constitute an amendment, modification or  
5669 waiver of the Receivables Purchase Agreement, Receivables Transfer Agreement or any Specified  
5670 Vendor Receivables Financing Document that is adverse to the Lenders).

5671 SECTION 6.12 Interest Expense Coverage Ratio. Neither Holdings nor the Parent  
5672 Borrower will permit the Interest Expense Coverage Ratio, in each case as of the last day of any period of  
5673 four consecutive fiscal quarters ending after the Restatement Date, to be less than 3.00 to 1.00.

5674 SECTION 6.13 Total Net Leverage Ratio; Senior Secured Net Leverage Ratio. (a)  
5675 Neither Holdings nor the Parent Borrower will permit the ~~Leverage~~ Total Net Leverage Ratio as of the  
5676 last day of any fiscal quarter ending after the Restatement Date to exceed 4.00 to 1.00; provided that  
5677 during a Covenant Holiday Period, neither Holdings nor the Parent Borrower will permit the Total Net  
5678 Leverage Ratio as of the last day of any fiscal quarter ending during such Covenant Holiday Period to  
5679 exceed 4.50 to 1.00 and (b) neither Holdings nor the Parent Borrower will permit the Senior Secured Net  
5680 Leverage Ratio as of the last day of any fiscal quarter ending after the Restatement Date to exceed 3.50 to  
5681 1.00; provided that during a Covenant Holiday Period, neither Holdings nor the Parent Borrower will  
5682 permit the Senior Secured Net Leverage Ratio as of the last day of any fiscal quarter ending during such  
5683 Covenant Holiday Period to exceed 4.00 to 1.00.

5684 SECTION 6.14 Use of Proceeds. No Parent Borrower, ~~Subsidiary Term Borrower~~ or  
5685 Foreign Subsidiary Borrower will request any Borrowing or Letter of Credit, and no Parent Borrower,  
5686 ~~Subsidiary Term Borrower~~ or Foreign Subsidiary Borrower shall use, and shall procure that ~~its~~ their  
5687 Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the  
5688 proceeds of any Borrowing or Letter of Credit (A) in furtherance of an offer, payment, promise to pay, or  
5689 authorization of the payment or giving of money, or anything else of value, to any Person in violation of  
5690 any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities,  
5691 business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, to the extent such



5692 activities, businesses or transaction would be prohibited by Sanctions if conducted by a corporation  
5693 incorporated in the United States or in a European Union member state or (C) in any manner that would  
5694 result in the violation of any Sanctions applicable to any party hereto.

5695 ARTICLE VII

5696 Events of Default  
5697

5698 If any of the following events ("Events of Default") shall occur:

5699 (a) the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary  
5700 Borrower shall fail to (i) pay any principal of any Loan or any reimbursement obligation in  
5701 respect of any LC Disbursement when and as the same shall become due and payable, whether at  
5702 the due date thereof or at a date fixed for prepayment thereof or otherwise or (ii) provide cash  
5703 collateral when and as the same shall be required by Section 2.05(k);

5704 (b) the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary  
5705 Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an  
5706 amount referred to in clause (a) of this Article) payable under this Agreement or any other Loan  
5707 Document, when and as the same shall become due and payable, and such failure shall continue  
5708 unremedied for a period of five Business Days;

5709 (c) any representation or warranty made or deemed made by or on behalf of  
5710 Holdings, the Parent Borrower, ~~any Subsidiary Term Borrower~~, any Foreign Subsidiary Borrower  
5711 or any Subsidiary in or in connection with any Loan Document or any amendment or  
5712 modification thereof or waiver thereunder, or in any report, certificate, financial statement or  
5713 other document furnished pursuant to or in connection with any Loan Document or any  
5714 amendment or modification thereof or waiver thereunder, shall prove to have been incorrect in  
5715 any material respect when made or deemed made;

5716 (d) Holdings, the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign  
5717 Subsidiary Borrower shall fail to observe or perform any covenant, condition or agreement  
5718 contained in Section 5.02, 5.04(a) (with respect to the existence of Holdings, the Parent  
5719 Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower and ownership of  
5720 the ~~Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers), 5.04(b) or 5.11 or in  
5721 Article VI;

5722 (e) any Loan Party shall fail to observe or perform any covenant, condition or  
5723 agreement contained in any Loan Document (other than those specified in clause (a), (b) or (d) of  
5724 this Article), and such failure shall continue unremedied for a period of 30 days after the earlier of  
5725 (x) notice thereof from the Administrative Agent to the Parent Borrower (which notice will be  
5726 given at the request of any Lender) and (y) the date on which the President, a Vice President or a  
5727 Financial Officer of the Parent Borrower becomes aware of such failure;

5728 (f) Holdings, the Parent Borrower or any Subsidiary shall fail to make any payment  
5729 (whether of principal, interest or other payment obligations) in respect of any Material  
5730 Indebtedness, when and as the same shall become due and payable after giving effect to any  
5731 applicable grace period with respect thereto;

5732 (g) any event or condition occurs that results in any Material Indebtedness becoming  
5733 due prior to its scheduled maturity or that enables or permits the holder or holders of any Material

5734 Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to  
5735 become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to  
5736 its scheduled maturity; provided that this clause (g) shall not apply to secured Indebtedness that  
5737 becomes due as a result of the voluntary sale or transfer of the property or assets securing such  
5738 Indebtedness;

5739 (h) an involuntary proceeding shall be commenced or an involuntary petition shall be  
5740 filed seeking (i) liquidation, reorganization or other relief in respect of Holdings, the Parent  
5741 ~~Borrower, any Subsidiary~~ ~~Term Borrower, any Foreign Subsidiary Borrower or any Subsidiary~~ or  
5742 its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy,  
5743 insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a  
5744 receiver, trustee, custodian, sequestrator, conservator or similar official for Holdings, the Parent  
5745 Borrower or any Subsidiary or for a substantial part of its assets, and, in any such case, such  
5746 proceeding or petition shall continue undismissed for 60 days or an order or decree approving or  
5747 ordering any of the foregoing shall be entered;

5748 (i) Holdings, the Parent Borrower or any Subsidiary shall (i) voluntarily commence  
5749 any proceeding or file any petition seeking liquidation, reorganization or other relief under any  
5750 Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in  
5751 effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any  
5752 proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the  
5753 appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for  
5754 Holdings, the Parent Borrower or any Subsidiary or for a substantial part of its assets, (iv) file an  
5755 answer admitting the material allegations of a petition filed against it in any such proceeding, (v)  
5756 make a general assignment for the benefit of creditors or (vi) take any action for the purpose of  
5757 effecting any of the foregoing;

5758 (j) Holdings, the Parent Borrower or any Subsidiary shall become unable, admit in  
5759 writing in a court proceeding its inability or fail generally to pay its debts as they become due;

5760 (k) one or more judgments for the payment of money in an aggregate amount in  
5761 excess of ~~\$25,000,000~~ \$50,000,000 shall be rendered against Holdings, the Parent Borrower, any  
5762 Subsidiary or any combination thereof and the same shall remain undischarged for a period of 30  
5763 consecutive days during which execution shall not be effectively stayed, or any action shall be  
5764 legally taken by a judgment creditor to attach or levy upon any assets of Holdings, the Parent  
5765 Borrower or any Subsidiary to enforce any such judgment;

5766 (l) an ERISA Event shall have occurred that, in the opinion of the Required Lenders,  
5767 when taken together with all other ERISA Events that have occurred, could reasonably be  
5768 expected to result in a Material Adverse Effect;

5769 (m) any Lien covering property having a book value or fair market value of  
5770 ~~\$1,000,000~~ \$5,000,000 or more purported to be created under any Security Document shall cease to  
5771 be, or shall be asserted by any Loan Party not to be, a valid and perfected Lien on any Collateral,  
5772 except (i) as a result of the sale or other disposition of the applicable Collateral in a transaction  
5773 permitted under the Loan Documents or (ii) as a result of the Administrative Agent's failure to  
5774 maintain possession of any stock certificates, promissory notes or other instruments delivered to it  
5775 under the Pledge Agreement;

5776 (n) the Guarantee Agreement or any other Loan Document (other than a Security  
5777 Document) shall cease to be, or shall have been asserted in writing by any Loan Party not to be,  
5778 in full force and effect in accordance with its terms;

5779 (o) the Parent Borrower, Holdings or any Subsidiary shall challenge the  
5780 subordination provisions of the Subordinated Debt or assert that such provisions are invalid or  
5781 unenforceable or that the Obligations of the Parent Borrower, ~~any Subsidiary Term Borrower~~ or  
5782 any Foreign Subsidiary Borrower, or the Obligations of Holdings or any Subsidiary under the  
5783 Guarantee Agreement, are not senior Indebtedness under the subordination provisions of the  
5784 Subordinated Debt, or any court, tribunal or government authority of competent jurisdiction shall  
5785 judge the subordination provisions of the Subordinated Debt to be invalid or unenforceable or  
5786 such Obligations to be not senior Indebtedness under such subordination provisions or otherwise  
5787 cease to be, or shall be asserted not to be, legal, valid and binding obligations of the parties  
5788 thereto, enforceable in accordance with their terms; or

5789 (p) a Change in Control shall occur;

5790 then, and in every such event (other than an event with respect to the Parent Borrower, ~~any Subsidiary~~  
5791 ~~Term Borrower~~ or any Foreign Subsidiary Borrower described in clause (h) or (i) of this Article), and at  
5792 any time thereafter during the continuance of such event, the Administrative Agent may, and at the  
5793 request of the Required Lenders shall, by notice to the Parent Borrower (on behalf of itself, ~~the Subsidiary~~  
5794 ~~Term Borrowers~~ and the Foreign Subsidiary Borrowers), take either or both of the following actions, at  
5795 the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall  
5796 terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in  
5797 part, in which case any principal not so declared to be due and payable may thereafter be declared to be  
5798 due and payable), and thereupon the principal of the Loans so declared to be due and payable, together  
5799 with accrued interest thereon and all fees and other obligations of the Parent Borrower, ~~any Subsidiary~~  
5800 ~~Term Borrower~~ or any Foreign Subsidiary Borrower accrued hereunder, shall become due and payable  
5801 immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby  
5802 waived by the Parent Borrower, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers;  
5803 and in case of any event with respect to the Parent ~~Borrower, any Subsidiary Term Borrower~~ or any  
5804 Foreign Subsidiary Borrower described in clause (h) or (i) of this Article, the Commitments shall  
5805 automatically terminate and the principal of the Loans then outstanding, together with accrued interest  
5806 thereon and all fees and other obligations of the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any  
5807 Foreign Subsidiary Borrower accrued hereunder, shall automatically become due and payable, without  
5808 presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Parent  
5809 Borrower, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers.

## 5810 ARTICLE VIII

### 5811 The Agents

5813 Each of the Lenders and the Issuing Bank hereby irrevocably appoints the each of the  
5814 Administrative Agent (it being understood that reference in this Article VIII to the Administrative Agent  
5815 shall be deemed to include the Collateral Agent) and the Foreign Currency Agent as its agent and  
5816 authorizes each of the Administrative Agent and the Foreign Currency Agent to take such actions on its  
5817 behalf and to exercise such powers as are delegated to the Administrative Agent or the Foreign Currency  
5818 Agent, as applicable, by the terms of the Loan Documents, together with such actions and powers as are  
5819 reasonably incidental thereto.

5820 Each of the banks serving as the Administrative Agent and the Foreign Currency Agent  
5821 hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may  
5822 exercise the same as though it were not the Administrative Agent or the Foreign Currency Agent, as  
5823 applicable, and each such bank and its Affiliates may accept deposits from, lend money to and generally  
5824 engage in any kind of business with Holdings, the Parent Borrower or any Subsidiary or other Affiliate  
5825 thereof as if it were not the Administrative Agent or the Foreign Currency Agent, as applicable,  
5826 hereunder.

5827 The Administrative Agent and the Foreign Currency Agent shall not have any duties or  
5828 obligations except those expressly set forth in the Loan Documents. Without limiting the generality of  
5829 the foregoing, (a) the Administrative Agent and the Foreign Currency Agent shall not be subject to any  
5830 fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the  
5831 Administrative Agent and the Foreign Currency Agent shall not have any duty to take any discretionary  
5832 action or exercise any discretionary powers, except discretionary rights and powers expressly  
5833 contemplated by the Loan Documents that the Administrative Agent is required to exercise in writing by  
5834 the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the  
5835 circumstances as provided in Section 10.02), and (c) except as expressly set forth in the Loan Documents,  
5836 the Administrative Agent and the Foreign Currency Agent shall not have any duty to disclose, and shall  
5837 not be liable for the failure to disclose, any information relating to Holdings, the Parent Borrower or any  
5838 of its Subsidiaries that is communicated to or obtained by the banks serving as Administrative Agent and  
5839 Foreign Currency Agent or any of their Affiliates in any capacity. The Administrative Agent shall not be  
5840 liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or  
5841 such other number or percentage of the Lenders as shall be necessary under the circumstances as provided  
5842 in Section 10.02) and neither the Administrative Agent nor the Foreign Currency Agent shall be liable for  
5843 any action taken or not taken by it in the absence of its own gross negligence or willful misconduct. Each  
5844 of the Administrative Agent and the Foreign Currency Agent shall be deemed not to have knowledge of  
5845 any Default unless and until written notice thereof is given to the Administrative Agent by Holdings, the  
5846 Parent Borrower, a ~~Subsidiary Term Borrower~~, a Foreign Subsidiary Borrower or a Lender, and neither  
5847 the Administrative Agent nor the Foreign Currency Agent shall be responsible for or have any duty to  
5848 ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any  
5849 Loan Document, (ii) the contents of any certificate, report or other document delivered thereunder or in  
5850 connection therewith, (iii) the performance or observance of any of the covenants, agreements or other  
5851 terms or conditions set forth in any Loan Document or the occurrence of any Event of default, (iv) the  
5852 validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement,  
5853 instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any  
5854 Loan Document, other than to confirm receipt of items expressly required to be delivered to the  
5855 Administrative Agent or the Foreign Currency Agent.

5856 Each of the Administrative Agent and the Foreign Currency Agent shall be entitled to  
5857 rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent,  
5858 statement, instrument, document or other writing believed by it to be genuine and to have been signed or  
5859 sent by the proper Person. Each of the Administrative Agent and the Foreign Currency Agent also may  
5860 rely upon any statement made to it orally or by telephone and believed by it to be made by the proper  
5861 Person, and shall not incur any liability for relying thereon. Each of the Administrative Agent and the  
5862 Foreign Currency Agent may consult with legal counsel (who may be counsel for the Parent Borrower, a  
5863 ~~Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower), independent accountants and other  
5864 experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the  
5865 advice of any such counsel, accountants or experts.

5866 Each of the Administrative Agent and the Foreign Currency Agent may perform any and  
5867 all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the  
5868 Administrative Agent or the Foreign Currency Agent, as applicable. Each of the Administrative Agent,  
5869 the Foreign Currency Agent and any such sub-agent may perform any and all its duties and exercise its  
5870 rights and powers through their respective Related Parties. The exculpatory provisions of the preceding  
5871 paragraphs shall apply to any such sub-agent and to the Related Parties of each Administrative Agent,  
5872 Foreign Currency Agent and any such sub-agent, and shall apply to their respective activities in  
5873 connection with the syndication of the credit facilities provided for herein as well as activities as  
5874 Administrative Agent or Foreign Currency Agent, as applicable.

5875 Subject to the appointment and acceptance of a successor Administrative Agent as  
5876 provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders, the  
5877 Issuing Bank and the Parent Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~ and the  
5878 Foreign Subsidiary Borrowers). Upon any such resignation, the Required Lenders shall have the right, in  
5879 consultation with the Parent Borrower and, if applicable, the relevant ~~Subsidiary Term Borrower and~~  
5880 Foreign Subsidiary Borrower, to appoint a successor from among the Lenders. If no successor shall have  
5881 been so appointed by the Required Lenders and shall have accepted such appointment within 30 days  
5882 after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative  
5883 Agent may, on behalf of the Lenders and the Issuing Bank, appoint a successor Administrative Agent  
5884 which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. Upon the  
5885 acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall  
5886 succeed to and become vested with all the rights, powers, privileges and duties of the retiring  
5887 Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and  
5888 obligations hereunder. The fees payable by the Parent Borrower (on behalf of itself, ~~the Subsidiary Term~~  
5889 ~~Borrowers~~ and the Foreign Subsidiary Borrowers) to a successor Administrative Agent shall be the same  
5890 as those payable to its predecessor unless otherwise agreed between the Parent Borrower (on behalf of  
5891 itself, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers) and such successor. After  
5892 the Administrative Agent's resignation hereunder, the provisions of this Article and Section 10.03 shall  
5893 continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective  
5894 Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting  
5895 as Administrative Agent.

5896 Subject to the appointment and acceptance of a successor Foreign Currency Agent as  
5897 provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders, the  
5898 Administrative Agent and the Parent Borrower (on behalf of itself, ~~the Subsidiary Term Borrowers~~ and  
5899 the Foreign Subsidiary Borrowers). Upon any such resignation, the Required Lenders shall have the  
5900 right, in consultation with the Parent Borrower and, if applicable, the relevant Foreign Subsidiary  
5901 Borrower, to appoint a successor from among the Lenders. If no successor shall have been so appointed  
5902 by the Required Lenders and shall have accepted such appointment within 10 days after the retiring  
5903 Foreign Currency Agent gives notice of its resignation, then the retiring Foreign Currency Agent may, on  
5904 behalf of the Lenders and the Administrative Agent, appoint a successor Foreign Currency Agent. Upon  
5905 the acceptance of its appointment as Foreign Currency Agent hereunder by a successor, such successor  
5906 shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring  
5907 Foreign Currency Agent, and the retiring Foreign Currency Agent shall be discharged from its duties and  
5908 obligations hereunder. The fees payable by the Parent Borrower (on behalf of itself and the Foreign  
5909 Subsidiary Borrowers) to a successor Foreign Currency Agent shall be the same as those payable to its  
5910 predecessor unless otherwise agreed between the Parent Borrower (on behalf of itself and the Foreign  
5911 Subsidiary Borrowers) and such successor. After the Administrative Agent's resignation hereunder, the  
5912 provisions of this Article and Section 10.03 shall continue in effect for the benefit of such retiring Foreign

5913 Currency Agent, its sub-agents and their respective Related Parties in respect of any actions taken or  
5914 omitted to be taken by any of them while it was acting as Foreign Currency Agent.

5915 Each Lender acknowledges that it has, independently and without reliance upon the  
5916 Administrative Agent, the Foreign Currency Agent or any other Lender and based on such documents and  
5917 information as it has deemed appropriate, made its own credit analysis and decision to enter into this  
5918 Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the  
5919 Administrative Agent, the Foreign Currency Agent or any other Lender and based on such documents and  
5920 information as it shall from time to time deem appropriate, continue to make its own decisions in taking  
5921 or not taking action under or based upon this Agreement, any other Loan Document or related agreement  
5922 or any document furnished hereunder or thereunder.

5923 None of the Syndication Agents or Documentation Agents shall have any duties or  
5924 responsibilities hereunder in their respective capacities as such.

5925 ARTICLE IX

5926 Collection Allocation Mechanism[Reserved]  
5927

5928 SECTION 9.01 Implementation of CAM.

5929 (a) ~~On the CAM Exchange Date, (i) the Commitments shall automatically and~~  
5930 ~~without further act be terminated as provided in Article VII and (ii) the Lenders shall automatically and~~  
5931 ~~without further act (and without regard to the provisions of Section 10.04) be deemed to have exchanged~~  
5932 ~~interests in the Credit Facilities such that in lieu of the interest of each Lender in each Credit Facility in~~  
5933 ~~which it shall participate as of such date (including such Lender's interest in the Specified Obligations of~~  
5934 ~~each Loan Party in respect of each such Credit Facility), such Lender shall hold an interest in every one of~~  
5935 ~~the Credit Facilities (including the Specified Obligations of each Loan Party in respect of each such~~  
5936 ~~Credit Facility and each LC Reserve Account established pursuant to Section 9.02 below), whether or not~~  
5937 ~~such Lender shall previously have participated therein, equal to such Lender's CAM Percentage thereof.~~  
5938 ~~Each Lender and each Loan Party hereby consents and agrees to the CAM Exchange, and each Lender~~  
5939 ~~agrees that the CAM Exchange shall be binding upon its successors and assigns and any person that~~  
5940 ~~acquires a participation in its interests in any Credit Facility.~~

5941 (b) ~~As a result of the CAM Exchange, upon and after the CAM Exchange Date, each~~  
5942 ~~payment received by the Administrative Agent or the Collateral Agent pursuant to any Loan Document in~~  
5943 ~~respect of the Specified Obligations, and each distribution made by the Collateral Agent pursuant to any~~  
5944 ~~Security Documents in respect of the Specified Obligations, shall be distributed to the Lenders pro rata in~~  
5945 ~~accordance with their respective CAM Percentages. Any direct payment received by a Lender upon or~~  
5946 ~~after the CAM Exchange Date, including by way of setoff, in respect of a Specified Obligation shall be~~  
5947 ~~paid over to the Administrative Agent for distribution to the Lenders in accordance herewith.~~

5948 SECTION 9.02 Letters of Credit.

5949 (a) ~~In the event that on the CAM Exchange Date any Letter of Credit shall be~~  
5950 ~~outstanding and undrawn in whole or in part, or any amount drawn under a Letter of Credit shall not have~~  
5951 ~~been reimbursed either by the Parent Borrower or any Foreign Subsidiary Borrower, as the case may be,~~  
5952 ~~or with the proceeds of a Revolving Loan, each Revolving Lender shall promptly pay over to the~~  
5953 ~~Administrative Agent, in immediately available funds and in dollars, an amount equal to such Revolving~~  
5954 ~~Lender's Applicable Percentage (as notified to such Lender by the Administrative Agent) of such Letter~~  
5955 ~~of Credit's undrawn face amount (or, in the case of any Letter of Credit denominated in a currency other~~

5956 than dollars, the Dollar Equivalent thereof) or (to the extent it has not already done so) such Letter of  
5957 Credit's unreimbursed drawing (or, in the case of any Letter of Credit denominated in a currency other  
5958 than dollars, the Dollar Equivalent thereof), together with interest thereon from the CAM Exchange Date  
5959 to the date on which such amount shall be paid to the Administrative Agent at the rate that would be  
5960 applicable at the time to an ABR Revolving Loan in a principal amount equal to such amount, as the case  
5961 may be. The Administrative Agent shall establish a separate account or accounts for each Revolving  
5962 Lender (each, an "LC Reserve Account") for the amounts received with respect to each such Letter of  
5963 Credit pursuant to the preceding sentence. The Administrative Agent shall deposit in each Revolving  
5964 Lender's LC Reserve Account such Lender's CAM Percentage of the amounts received from the  
5965 Revolving Lenders as provided above. The Administrative Agent shall have sole dominion and control  
5966 over each LC Reserve Account, and the amounts deposited in each LC Reserve Account shall be held in  
5967 such LC Reserve Account until withdrawn as provided in paragraph (b), (c), (d) or (e) below. The  
5968 Administrative Agent shall maintain records enabling it to determine the amounts paid over to it and  
5969 deposited in the LC Reserve Accounts in respect of each Letter of Credit and the amounts on deposit in  
5970 respect of each Letter of Credit attributable to each Lender's CAM Percentage. The amounts held in each  
5971 Lender's LC Reserve Account shall be held as a reserve against the LC Exposure, shall be the property of  
5972 such Lender, shall not constitute Loans to or give rise to any claim of or against any Loan Party and shall  
5973 not give rise to any obligation on the part of the Parent Borrower or the Foreign Subsidiary Borrowers to  
5974 pay interest to such Lender, it being agreed that the reimbursement obligations in respect of Letters of  
5975 Credit shall arise only at such times as drawings are made thereunder, as provided in Section 2.05.

5976 (b) In the event that after the CAM Exchange Date any drawing shall be made in  
5977 respect of a Letter of Credit, the Administrative Agent shall, at the request of the Issuing Bank, withdraw  
5978 from the LC Reserve Account of each Revolving Lender any amounts, up to the amount of such Lender's  
5979 CAM Percentage of such drawing (or in the case of any drawing under a Letter of Credit denominated in  
5980 a currency other than dollars, the Dollar Equivalent of such drawing), deposited in respect of such Letter  
5981 of Credit and remaining on deposit and deliver such amounts to the Issuing Bank in satisfaction of the  
5982 reimbursement obligations of the Revolving Lenders under Section 2.05(e) (but not of the Parent  
5983 Borrower and the Foreign Subsidiary Borrowers under Section 2.05(f), respectively). In the event any  
5984 Revolving Lender shall default on its obligation to pay over any amount to the Administrative Agent in  
5985 respect of any Letter of Credit as provided in this Section 9.02, the Issuing Bank shall, in the event of a  
5986 drawing thereunder, have a claim against such Revolving Lender to the same extent as if such Lender had  
5987 defaulted on its obligations under Section 2.05(e), but shall have no claim against any other Lender in  
5988 respect of such defaulted amount, notwithstanding the exchange of interests in the reimbursement  
5989 obligations pursuant to Section 9.01. Each other Lender shall have a claim against such defaulting  
5990 Revolving Lender for any damages sustained by it as a result of such default, including, in the event such  
5991 Letter of Credit shall expire undrawn, its CAM Percentage of the defaulted amount.

5992 (c) In the event that after the CAM Exchange Date any Letter of Credit shall expire  
5993 undrawn, the Administrative Agent shall withdraw from the LC Reserve Account of each Revolving  
5994 Lender the amount remaining on deposit therein in respect of such Letter of Credit and distribute such  
5995 amount to such Lender.

5996 (d) With the prior written approval of the Administrative Agent and the Issuing  
5997 Bank, any Revolving Lender may withdraw the amount held in its LC Reserve Account in respect of the  
5998 undrawn amount of any Letter of Credit. Any Revolving Lender making such a withdrawal shall be  
5999 unconditionally obligated, in the event there shall subsequently be a drawing under such Letter of Credit,  
6000 to pay over to the Administrative Agent, for the account of the Issuing Bank on demand, its CAM  
6001 Percentage of such drawing.

6002 (e) Pending the withdrawal by any Revolving Lender of any amounts from its LC  
6003 Reserve Account as contemplated by the above paragraphs, the Administrative Agent will, at the direction  
6004 of such Lender and subject to such rules as the Administrative Agent may prescribe for the avoidance of  
6005 inconvenience, invest such amounts in Permitted Investments. Each Revolving Lender that has not  
6006 withdrawn its CAM Percentage of amounts in its LC Reserve Account as provided in paragraph (d) above  
6007 shall have the right, at intervals reasonably specified by the Administrative Agent, to withdraw the  
6008 earnings on investments so made by the Administrative Agent with amounts in its LC Reserve Account  
6009 and to retain such earnings for its own account.

6010 ARTICLE X

6011  
6012 Miscellaneous

6013 SECTION 10.01 Notices. Except in the case of notices and other communications  
6014 expressly permitted to be given by telephone, all notices and other communications provided for herein  
6015 shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or  
6016 registered mail or sent by telecopy, as follows:

6017 (a) if to Holdings, the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any  
6018 Foreign Subsidiary Borrower, to the Parent Borrower (on behalf of itself, Holdings, ~~any~~  
6019 ~~Subsidiary Term Borrower~~ and any Foreign Subsidiary Borrower) at ~~3940038505~~ Woodward  
6020 Avenue, Suite ~~130200~~, Bloomfield Hills, ~~MI~~Michigan 48304, Attention of Joshua Sherbin,  
6021 General Counsel (Telephone No. (248) 631-5450, Telecopy No. (248) 631-5413),

6022 with a copy to:

6023 ~~Jonathan A. Schaffzin~~ Kimberly C. Petillo-Décossard, Esq.  
6024 Cahill Gordon & Reindel LLP  
6025 80 Pine Street  
6026 New York, New York 10005  
6027 (Telecopy No. (212) 378-2329);

6029 (b) if to the Administrative Agent, to JPMorgan Chase Bank, N.A., 10 South  
6030 Dearborn, Floor ~~7~~L2, Chicago, Illinois 60603 Attention of ~~Joyce King~~ (Dartonya Jackson (Email:  
6031 jpm.agency.cri@jpmorgan.com, Telecopy: 888-292-9533, Telephone: 312-~~385732-70257032~~);

6032 (c) if to the Foreign Currency Agent, to it at J.P. Morgan Europe Limited, 25 Bank  
6033 Street, Canary Wharf, London E14 5JP, Attention of The Manager, Loan & Agency Services  
6034 (Telecopy: 44-207-777-2360, Email: loan\_and\_agency\_london@jpmorgan.com);

6035 (d) if to JPMCB, as an Issuing Bank, to it at JPMorgan Chase Bank, N.A., 10 South  
6036 Dearborn ~~Street~~, Floor L2, Chicago, ~~Illinois 60603~~ (Telecopy: ~~888-303-9732~~; Telephone: ~~312-~~  
6037 ~~732-7982~~), Attention of Susan Thomas, and in the event that there is more than one Issuing Bank,  
6038 to such other Issuing Bank at its address (or telecopy number) set forth in its Administrative  
6039 Questionnaire IL 6060 (Fax: 214-307-6874; Email:  
6040 Chicago.LC.Agency.Activity.Team@JPMChase.com), Attention of Chicago LC Agency Activity  
6041 Team, and;

6042 (e) if to JPMCB, as a Swingline Lender, to it at JPMorgan Chase Bank, N.A., 10  
6043 South Dearborn, Floor ~~7~~L2, Chicago, Illinois 60603; Attention of ~~Joyce King~~ (Dartonya Jackson



6044 (Email: [jpm.agency.cri@jpmorgan.com](mailto:jpm.agency.cri@jpmorgan.com), Telecopy: 888-292-9533, Telephone: 312-385732-  
6045 70257032); and

6046 (f) if to any other Lender, Swingline Lender or Issuing Bank, to it at its address (or  
6047 telecopy number) set forth in its Administrative Questionnaire.

6048 Any party hereto may change its address or telecopy number for notices and other  
6049 communications hereunder by notice to the other parties hereto. All notices and other communications  
6050 given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have  
6051 been given on the date of receipt.

6052 SECTION 10.02 Waivers; Amendments.

6053 (a) No failure or delay by the Administrative Agent, the Issuing Bank or any Lender  
6054 in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver  
6055 thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or  
6056 discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or  
6057 the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing  
6058 Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not  
6059 exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any  
6060 Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective  
6061 unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall  
6062 be effective only in the specific instance and for the purpose for which given. Without limiting the  
6063 generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed  
6064 as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or the Issuing  
6065 Bank may have had notice or knowledge of such Default at the time.

6066 (b) Except as provided in Section 2.14, Section 2.20 and Section 2.21, neither this  
6067 Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or  
6068 modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered  
6069 into by Holdings, the Parent Borrower, ~~each Subsidiary Term Borrower (but only to the extent such~~  
6070 ~~waiver, amendment or modification relates to such Subsidiary Term Borrower)~~, each Foreign Subsidiary  
6071 Borrower (but only to the extent such waiver, amendment or modification relates to such Foreign  
6072 Subsidiary Borrower) and the Required Lenders or, in the case of any other Loan Document, pursuant to  
6073 an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or  
6074 Loan Parties that are parties thereto, in each case with the written consent of the Required Lenders;  
6075 provided that no such agreement shall (i) increase the Commitment of any Lender without the written  
6076 consent of such Lender, (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the  
6077 rate of interest thereon, or reduce any fees or other amounts payable hereunder, without the written  
6078 consent of each Lender affected thereby, (iii) postpone the maturity of any Loan, or ~~any scheduled date of~~  
6079 ~~payment of the principal amount of any Term Loan under Section 2.10, or~~ the required date of  
6080 reimbursement of any LC Disbursement, or any date for the payment of any interest, fees or other  
6081 amounts payable hereunder, or reduce or forgive the amount of, waive or excuse any such payment, or  
6082 postpone the scheduled date of expiration of any Commitment or postpone the scheduled date of  
6083 expiration of any Letter of Credit beyond the Revolving Maturity Date, without the written consent of  
6084 each Lender affected thereby, (iv) change Section 2.18(a), (b) or (c) in a manner that would alter the pro  
6085 rata sharing of payments required thereby, without the written consent of each Lender, (v) change the  
6086 definition of “Required Lenders” or any other provision of any Loan Document (including this Section)  
6087 specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or  
6088 modify any rights thereunder or make any determination or grant any consent thereunder, without the

6089 written consent of each Lender (or each Lender of such Class, as the case may be), (vi) release Holdings  
6090 or any Subsidiary Loan Party from its Guarantee under the Guarantee Agreement (except as expressly  
6091 provided in the Guarantee Agreement), or limit its liability in respect of such Guarantee, without the  
6092 written consent of each Lender, (vii) release all or substantially all of the Collateral from the Liens of the  
6093 Security Documents, without the written consent of each Lender (except as expressly provided in the  
6094 Security Documents), (viii) change the order of priority of payments set forth in Section 5.02 of the  
6095 Security Agreement or Section 7 of the Pledge Agreement, in each case without the written consent of  
6096 each Lender, (ix) change any ~~provisions~~ provision of any Loan Document in a manner that by its terms  
6097 adversely affects the rights in respect of payments due to Lenders holding Loans of any Class differently  
6098 than those ~~holding~~ holdings Loans of any other Class, without the written consent of Lenders holding a  
6099 majority in interest of the outstanding Loans and unused Commitments of each affected Class or (x)  
6100 require any Lender to make any extension of credit hereunder in a currency other than dollars or another  
6101 currency agreed by such Lender as a currency in which such Lender will make extensions of credit  
6102 available hereunder, without the written consent of such Lender; provided, further, that (A) no such  
6103 agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the  
6104 Foreign Currency Agent, the Fronting Lender, the Issuing Bank or the Swingline Lenders without the  
6105 prior written consent of the Administrative Agent, the Foreign Currency Agent, the Fronting Lender, the  
6106 Issuing Bank or the Swingline Lenders, as the case may be, and (B) any waiver, amendment or  
6107 modification of this Agreement that by its terms affects the rights or duties under this Agreement of the  
6108 Lenders of a particular Class (but not the Lenders of any other Class) may be effected by an agreement or  
6109 agreements in writing entered into by Holdings, the Parent Borrower, ~~each Subsidiary Term Borrower~~  
6110 ~~(but only to the extent such waiver, amendment or modification relates to such Subsidiary Term~~  
6111 ~~Borrower)~~, each Foreign Subsidiary Borrower (but only to the extent such waiver, amendment or  
6112 modification relates to such Foreign Subsidiary Borrower) and requisite percentage in interest of the  
6113 affected Class of Lenders that would be required to consent thereto under this Section if such Class of  
6114 Lenders were the only Class of Lenders hereunder at the time. Notwithstanding the foregoing, any  
6115 provision of this Agreement may be amended by an agreement in writing entered into by Holdings, the  
6116 Parent Borrower, each ~~Subsidiary Term Borrower~~ ~~(but only to the extent such waiver, amendment or~~  
6117 ~~modification relates to such Subsidiary Term Borrower)~~, each Foreign Subsidiary Borrower (but only to  
6118 the extent such waiver, amendment or modification relates to such Foreign Subsidiary Borrower), the  
6119 Required Lenders and the Administrative Agent (and, if their rights or obligations are affected thereby,  
6120 the Foreign Currency Agent, the Issuing Bank, the Fronting Lender and the Swingline Lenders) if (i) by  
6121 the terms of such agreement the Commitment of each Lender not consenting to the amendment provided  
6122 for therein shall terminate upon the effectiveness of such amendment and (ii) at the time such amendment  
6123 becomes effective, each Lender not consenting thereto receives payment in full of the principal of and  
6124 interest accrued on each Loan made by it and all other amounts owing to it or accrued for its account  
6125 under this Agreement.

6126 (c) In connection with any proposed amendment, modification, waiver or  
6127 termination (a "Proposed Change") requiring the consent of all Lenders or all affected Lenders, if the  
6128 consent of the Required Lenders (and, to the extent any Proposed Change requires the consent of Lenders  
6129 holding Loans of any Class pursuant to clause (v) or ~~(viii)~~ of paragraph (b) of this Section, the consent  
6130 of at least 50% in interest of the outstanding Loans and unused Commitments of such Class) to such  
6131 Proposed Change is obtained, but the consent to such Proposed Change of other Lenders whose consent is  
6132 required is not obtained (any such Lender whose consent is not obtained as described in paragraph (b) of  
6133 this Section being referred to as a "Non-Consenting Lender"), then, so long as the Lender that is acting as  
6134 Administrative Agent is not a Non-Consenting Lender, the Parent Borrower may, at its sole expense and  
6135 effort, upon notice to such Non-Consenting Lender and the Administrative Agent, require such Non-  
6136 Consenting Lender to assign and delegate, without recourse (in accordance with and subject to the  
6137 restrictions contained in Section 10.04), all its interests, rights and obligations under this Agreement to an

6138 assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts  
6139 such assignment), provided that (a) the Parent Borrower shall have received the prior written consent of  
6140 the Administrative Agent ~~(and, if a Revolving Commitment is being assigned, the Foreign Currency~~  
6141 ~~Agent, the Fronting Lender, the Issuing Bank and the Swingline Lenders)~~, which consent shall not be  
6142 unreasonably withheld, (b) such Non-Consenting Lender shall have received payment of an amount equal  
6143 to the outstanding principal of its Loans and participations in LC Disbursements, Swingline Loans and  
6144 Foreign Currency Loans, accrued interest thereon, accrued fees and all other amounts payable to it  
6145 hereunder from the assignee (to the extent of such outstanding principal and accrued interest and fees) or  
6146 the Parent Borrower (in the case of all other amounts), (c) the Parent Borrower or such assignee shall  
6147 have paid to the Administrative Agent the processing and recordation fee specified in Section 10.04(b),  
6148 (d) such assignee shall consent to such Proposed Change and (e) if such Non-Consenting Lender is acting  
6149 as the Administrative Agent, it will not be required to assign and delegate its interests, rights and  
6150 obligations as Administrative Agent under this Agreement.

6151 (d) Notwithstanding the foregoing, (i) the Administrative Agent and the Parent  
6152 Borrower may amend, modify or supplement any Loan Document without the consent of any Lender or  
6153 the Required Lenders in order to correct, amend or cure any ambiguity, inconsistency or defect or correct  
6154 any typographical error or other manifest error in any Loan Document, (ii) this Agreement may be  
6155 amended ~~(x) with the written consent of the Administrative Agent, the Parent Borrower and the Lenders~~  
6156 ~~providing the relevant Replacement Term Loans (as defined below) to permit the refinancing,~~  
6157 ~~replacement or modification of all or any portion of the outstanding Term Loans or Incremental Term~~  
6158 ~~Loans (such Loans, the “Replaced Term Loans”) with a replacement term loan hereunder (“Replacement~~  
6159 ~~Term Loans”); provided, that (a) the aggregate principal amount of such Replacement Term Loans shall~~  
6160 ~~not exceed the aggregate principal amount of such Replaced Term Loans (plus unpaid accrued interest~~  
6161 ~~and premium thereon at such time plus reasonable fees and expenses incurred in connection with such~~  
6162 ~~replacement), (b) the terms of the Replacement Term Loans (1) (excluding pricing, fees and rate floors~~  
6163 ~~and optional prepayment or redemption terms and subject to clause (2) below) reflect, in Parent~~  
6164 ~~Borrower’s reasonable judgment, then existing market terms and conditions and (2) (excluding pricing,~~  
6165 ~~fees and rate floors) are no more favorable to the lenders providing such Replacement Term Loans than~~  
6166 ~~those applicable to the Replaced Term Loans (in each case, including with respect to mandatory and~~  
6167 ~~optional prepayments); provided that the foregoing shall not apply to covenants or other provisions~~  
6168 ~~applicable only to periods after the Latest Maturity Date in effect immediately prior to the establishment~~  
6169 ~~of such Replacement Term Loans; provided further that any Replacement Term Loans may add additional~~  
6170 ~~covenants or events of default not otherwise applicable to the Replaced Term Loans or covenants more~~  
6171 ~~restrictive than the covenants applicable to the Replaced Term Loans, in each case prior to the Latest~~  
6172 ~~Maturity Date in effect immediately prior to the establishment of such Replacement Term Loans so long~~  
6173 ~~as all Lenders receive the benefits of such additional covenants, events of default or more restrictive~~  
6174 ~~covenants, (c) the weighted average life to maturity of any Replacement Term Loans shall be no shorter~~  
6175 ~~than the remaining weighted average life to maturity of the Replaced Terms Loans, (d) the maturity date~~  
6176 ~~with respect to any Replacement Term Loans shall be no earlier than the maturity date with respect to the~~  
6177 ~~Replaced Term Loans, (e) no Subsidiary that is not originally obligated with respect to repayment of the~~  
6178 ~~Replaced Term Loans is obligated with respect to the Replacement Term Loans, unless such Subsidiary~~  
6179 ~~becomes obligated on a pari passu basis in respect of any other then outstanding Loans and~~  
6180 ~~Commitments, and (f) any Person that the Parent Borrower proposes to become a lender in respect of the~~  
6181 ~~Replacement Term Loans, if such Person is not then a Lender, must be reasonably acceptable to the~~  
6182 ~~Administrative Agent and (y) with~~ with the written consent of the Administrative Agent, the Parent  
6183 Borrower and the Lenders providing the relevant Replacement Revolving Facility (as defined below) to  
6184 permit the refinancing, replacement or modification of all or any portion of the Revolving Commitments  
6185 and Revolving Loans (a “Replacement Revolving Facility.”) with a replacement revolving facility hereunder  
6186 (a “Replacement Revolving Facility.”); provided that (a) the aggregate amount of such Replacement

6187 Revolving Facility shall not exceed the aggregate amount of such Replaced Revolving Facility plus  
6188 unpaid accrued interest and premium thereon at such time plus reasonable fees and expenses incurred in  
6189 connection with such replacement), (b) the terms of the Replacement Revolving Facility (1) (excluding  
6190 pricing, fees and rate floors and optional prepayment or redemption terms and subject to clause (2) below)  
6191 reflect, in Parent Borrower's reasonable judgment, then-existing market terms and conditions and (2)  
6192 (excluding pricing, fees and rate floors) are no more favorable to the lenders providing such Replacement  
6193 Revolving Facility than those applicable to the Replaced Revolving Facility (in each case, including with  
6194 respect to mandatory and optional prepayments); provided that the foregoing shall not apply to covenants  
6195 or other provisions applicable only to periods after the Latest Maturity Date in effect immediately prior to  
6196 the establishment of such Replacement Revolving Facility; provided further that any Replacement  
6197 Revolving Facility may add additional covenants or events of default not otherwise applicable to the  
6198 Replaced Revolving Facility or covenants more restrictive than the covenants applicable to the Replaced  
6199 Revolving Facility, in each case prior to the Latest Maturity Date in effect immediately prior to the  
6200 establishment of such Replacement Revolving Facility so long as all Lenders receive the benefits of such  
6201 additional covenants, events of default or more restrictive covenants, (c) the maturity date with respect to  
6202 any Replacement Revolving Facility shall be no earlier than the maturity date with respect to the  
6203 Replaced Revolving Facility, (d) no Subsidiary that is not originally obligated with respect to repayment  
6204 of the Replaced Revolving Facility is obligated with respect to the Replacement Revolving Facility,  
6205 unless such Subsidiary becomes obligated on a pari passu basis in respect of any other then outstanding  
6206 Loans and Commitments, and (e) any Person that the Parent Borrower proposes to become a lender in  
6207 respect of the Replacement Revolving Facility, if such Person is not then a Lender, must be reasonably  
6208 acceptable to the Administrative Agent, the Foreign Currency Agent, the Fronting Lender, the Issuing  
6209 Banks and the Swingline Lenders. Notwithstanding the foregoing, in no event shall there be more than  
6210 ~~seven~~three maturity dates in respect of the ~~Credit Facilities~~Revolving Commitments (including any  
6211 ~~Extended Term Loans, Extended Revolving Commitments, Replacement Term Loans or Replacement~~  
6212 ~~Revolving Facilities~~) and (iii) the Administrative Agent, the Parent Borrower and any financial institution  
6213 may, without the consent of any other Lender or the Required Lenders, agree to designate such financial  
6214 institution as an additional Swingline Lender and, upon such designation in writing, such additional  
6215 financial institutions shall become a Swingline Lender under this Agreement and be subject to all rights,  
6216 duties and obligations of a Swingline Lender.

6217 SECTION 10.03 Expenses; Indemnity; Damage Waiver.

6218 (a) Holdings, the Parent Borrower, ~~each Subsidiary Term Borrower~~ and each  
6219 Foreign Subsidiary Borrower, jointly and severally, shall pay (i) all reasonable out-of-pocket expenses  
6220 incurred by the Agents and their Affiliates, including the reasonable fees, charges and disbursements of  
6221 one counsel in each applicable jurisdiction for each of the Agents, in connection with the syndication of  
6222 the credit facilities provided for herein, due diligence investigation, the preparation and administration of  
6223 the Loan Documents or any amendments, modifications or waivers of the provisions thereof (whether or  
6224 not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out of-  
6225 pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or  
6226 extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket  
6227 expenses incurred by the Agents, the Issuing Bank or any Lender, including the fees, charges and  
6228 disbursements of any counsel for the Agents, the Issuing Bank or any Lender, in connection with the  
6229 enforcement or protection of its rights in connection with the Loan Documents, including its rights under  
6230 this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all  
6231 such ~~out-of-pocket~~out-of-pocket expenses incurred during any workout, restructuring or negotiations in  
6232 respect of such Loans or Letters of Credit.

6233 (b) Holdings, the Parent Borrower, ~~each Subsidiary Term Borrower~~ and each  
6234 Foreign Subsidiary Borrower, jointly and severally, shall indemnify the Agents, the Issuing Bank and  
6235 each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an  
6236 “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages,  
6237 liabilities and related expenses (including as a result of any conversion of amounts outstanding hereunder  
6238 from one currency to another currency as provided hereunder), including the fees, charges and  
6239 disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising  
6240 out of, in connection with, or as a result of (i) the execution or delivery of any Loan Document or any  
6241 other agreement or instrument contemplated hereby, the performance by the parties to the Loan  
6242 Documents of their respective obligations thereunder or the consummation of the Transactions or any  
6243 other transactions contemplated hereby, (ii) any Loan or Letter of Credit or the use of the proceeds  
6244 therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of  
6245 Credit if the documents presented in connection with such demand do not strictly comply with the terms  
6246 of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Materials on or  
6247 from any Mortgaged Property or any other property currently or formerly owned or operated by Holdings,  
6248 the Parent Borrower or any Subsidiary, or any Environmental Liability related in any way to Holdings,  
6249 the Parent Borrower or any Subsidiary, or (iv) any actual or prospective claim, litigation, investigation or  
6250 proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and  
6251 regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any  
6252 Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are  
6253 determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted  
6254 from the gross negligence, bad faith or willful misconduct of such Indemnitee. No Indemnitee referred to  
6255 above shall be liable for any damages arising from the use by unintended recipients of any information or  
6256 other materials distributed by it through telecommunications, electronic or other information transmission  
6257 systems in connection with this Agreement or the other Loan Documents or the transactions contemplated  
6258 hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful  
6259 misconduct of such Indemnitee as determined by a final and nonappealable judgment. This Section  
6260 10.03(b) shall not apply with respect to Taxes other than any Taxes that represent losses or damages  
6261 arising from any non-Tax claim.

6262 (c) To the extent that any of Holdings, the Parent Borrower, any of the Subsidiary  
6263 ~~Term Borrowers~~ or any of the Foreign Subsidiary Borrowers fails to pay any amount required to be paid  
6264 by it to the Administrative Agent, the Foreign Currency Agent, the Fronting Lender, the Issuing Bank or  
6265 the Swingline Lenders under paragraph (a) or (b) of this Section (and without limiting such party’s  
6266 obligation to do so), each Lender severally agrees to pay to the Administrative Agent, the Foreign  
6267 Currency Agent, the Fronting Lender, the Issuing Bank or the Swingline Lenders, as the case may be,  
6268 such Lender’s pro rata share (determined as of the time that the applicable unreimbursed expense or  
6269 indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or  
6270 indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or  
6271 asserted against the Administrative Agent, the Foreign Currency Agent, the Fronting Lender, the Issuing  
6272 Bank or any Swingline Lender in its capacity as such; ~~provided further that to the extent indemnification~~  
6273 ~~of (i) the Issuing Bank in respect of a Letter of Credit, (ii) the Fronting Lender or (iii) the Swingline~~  
6274 ~~Lenders is required pursuant to this Section 10.03(c), such obligation will be limited to Revolving~~  
6275 ~~Lenders only.~~ For purposes hereof, a Lender’s “pro rata share” shall be determined based upon its share  
6276 of the sum of the total Revolving Exposures, ~~outstanding Term Loans~~ and unused Commitments at the  
6277 time.

6278 (d) To the extent permitted by applicable law, none of Holdings, the Parent  
6279 Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower shall assert, and each  
6280 hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect,

6281 consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection  
6282 with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the  
6283 Transactions, any Loan or Letter of Credit or the use of the proceeds thereof.

6284 (e) All amounts due under this Section shall be payable promptly after written  
6285 demand therefor.

6286 (f) No director, officer, employee, stockholder or member, as such, of any Loan  
6287 Party shall have any liability for the Obligations or for any claim based on, in respect of or by reason of  
6288 the Obligations or their creation; provided that the foregoing shall not be construed to relieve any Loan  
6289 Party of its Obligations under any Loan Document.

6290 (g) For the avoidance of doubt, this Section 9.3 shall not apply to any Taxes, except  
6291 to the extent any Taxes that represent losses, claims, damages or liabilities arising from any non-Tax  
6292 claim.

6293 SECTION 10.04 Successors and Assigns.

6294 (a) The provisions of this Agreement shall be binding upon and inure to the benefit  
6295 of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate  
6296 of the Issuing Bank that issues any Letter of Credit), except that, subject to Section 10.15(g) (and other  
6297 than as contemplated by Section 2.26), none of Holdings, the Parent Borrower, ~~any Subsidiary Term~~  
6298 ~~Borrower~~ or any Foreign Subsidiary Borrower may assign or otherwise transfer any of its rights or  
6299 obligations hereunder without the prior written consent of each Lender (and any attempted assignment or  
6300 transfer by Holdings, the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any Foreign Subsidiary  
6301 Borrower without such consent shall be null and void). Nothing in this Agreement, expressed or implied,  
6302 shall be construed to confer upon any Person (other than the parties hereto, their respective successors and  
6303 assigns permitted hereby (including any Affiliate of the Issuing Bank that issues any Letter of Credit) and,  
6304 to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the  
6305 Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this  
6306 Agreement.

6307 (b) Any Lender may assign to one or more assignees (other than a natural person) all  
6308 or a portion of its rights and obligations under this Agreement (including all or a portion of its  
6309 Commitments and the Loans at the time owing to it); provided that (i) except in the case of an assignment  
6310 to a Lender, a Lender Affiliate or an Approved Fund, each of the Parent Borrower and the Administrative  
6311 Agent ~~(and, in the case of an assignment of all or a portion of a Revolving Commitment or any Lender's~~  
6312 ~~obligations in respect of its LC Exposure, Swingline Exposure or Foreign Currency Participating Interest,~~  
6313 the Issuing Bank, the Swingline Lenders and the Fronting Lender) must give their prior written consent to  
6314 such assignment (which consent shall not be unreasonably withheld or delayed) (provided that the Parent  
6315 Borrower shall be deemed to have consented to any assignment of Loans or Commitments unless it shall  
6316 object thereto by written notice to the Administrative Agent within 10 Business Days after having  
6317 received notice thereof), (ii) no assignment of Revolving Loans or Revolving Commitments ~~or, except as~~  
6318 ~~provided in clause (h) of this Section, Term Loans or Term Commitments~~ may be made to Holdings, the  
6319 Parent ~~Borrower, any Subsidiary Term~~ Borrower, any Foreign Subsidiary Borrower or any Affiliate of  
6320 any of the foregoing, (iii) except in the case of an assignment to a Lender, a Lender Affiliate or an  
6321 Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitment  
6322 or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such  
6323 assignment (determined as of the date the Assignment and Assumption with respect to such assignment is  
6324 delivered to the Administrative Agent) shall not be less than ~~(x) in the case of Revolving Commitments~~

6325 ~~and Revolving Loans, \$5,000,000, and (y) in the case of Term Loans, \$1,000,000~~ unless each of the  
6326 Parent Borrower and the Administrative Agent otherwise consent, (iv) each partial assignment shall be  
6327 made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under  
6328 this Agreement, except that this clause (iv) shall not be construed to prohibit the assignment of a  
6329 proportionate part of all the assigning Lender's rights and obligations in respect of one Class of  
6330 Commitments or Loans, (v) the parties to each assignment shall execute and deliver to the Administrative  
6331 Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500 and (vi)  
6332 the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative  
6333 Questionnaire; and provided, further, that any consent of the Parent Borrower otherwise required under  
6334 this paragraph shall not be required if an Event of Default under clauses (a), (h) or (i) of Article VII has  
6335 occurred and is continuing. Subject to acceptance and recording thereof pursuant to paragraph (d) of this  
6336 Section, from and after the effective date specified in each Assignment and Assumption the assignee  
6337 thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and  
6338 Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender  
6339 thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released  
6340 from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering  
6341 all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a  
6342 party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 10.03). Any  
6343 assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply  
6344 with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a  
6345 participation in such rights and obligations in accordance with paragraph (e) of this Section.

6346 (c) The Administrative Agent, acting for this purpose as an agent of the Parent  
6347 Borrower, ~~the Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers, shall maintain at one of  
6348 its offices in The City of New York a copy of each Assignment and Assumption delivered to it and a  
6349 register for the recordation of the names and addresses of the Lenders, and the Commitment of, and  
6350 principal amount of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof  
6351 from time to time (the "Register"). The entries in the Register shall be conclusive (absent manifest error),  
6352 and Holdings, the Parent Borrower, ~~the Subsidiary Term Borrowers~~, ~~the Foreign Subsidiary Borrowers~~,  
6353 the Administrative Agent, the Issuing Bank and the Lenders shall treat each Person whose name is  
6354 recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this  
6355 Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the  
6356 Parent Borrower, ~~the Subsidiary Term Borrowers~~, ~~the Foreign Subsidiary Borrowers~~, the Issuing Bank  
6357 and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

6358 (d) Upon its receipt of a duly completed Assignment and Assumption executed by an  
6359 assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the  
6360 assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph  
6361 (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section,  
6362 the Administrative Agent shall accept such Assignment and Assumption and record the information  
6363 contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless  
6364 it has been recorded in the Register as provided in this paragraph.

6365 (e) Any Lender may, without the consent of the Parent Borrower, ~~any Subsidiary~~  
6366 ~~Term Borrower~~ or any Foreign Subsidiary Borrower, the Administrative Agent, the Issuing Bank or the  
6367 Swingline Lenders, sell participations to one or more banks or other entities (a "Participant") in all or a  
6368 portion of such Lender's rights and obligations under this Agreement (including all or a portion of its  
6369 Commitment and the Loans); provided that (i) such Lender's obligations under this Agreement shall  
6370 remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the  
6371 performance of such obligations and (iii) Holdings, the Parent Borrower, ~~the Subsidiary Term Borrowers~~,

6372 ~~the~~ Foreign Subsidiary Borrowers, the Administrative Agent, the Issuing Bank and the other Lenders  
6373 shall continue to deal solely and directly with such Lender in connection with such Lender's rights and  
6374 obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a  
6375 participation shall provide that such Lender shall retain the sole right to enforce the Loan Documents and  
6376 to approve any amendment, modification or waiver of any provision of the Loan Documents; provided  
6377 that such agreement or instrument may provide that such Lender will not, without the consent of the  
6378 Participant, agree to any amendment, modification or waiver described in the first proviso to Section  
6379 10.02(b) that affects such Participant. Subject to paragraph (f) of this Section, the Parent Borrower, ~~the~~  
6380 ~~Subsidiary Term Borrowers~~ and the Foreign Subsidiary Borrowers agree that each Participant shall be  
6381 entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the limitations and requirements therein,  
6382 including the requirements under Section 2.17(f) (it being understood that the documentation required  
6383 under Section 2.17(f) shall be delivered to the participating Lender)) to the same extent as if it were a  
6384 Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section, provided that  
6385 such Participant agrees to be subject to the provisions of Section 2.19 as if it were an assignee under  
6386 paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the  
6387 benefits of Section 10.08 as though it were a Lender, provided such Participant agrees to be subject to  
6388 Section 2.18(c) as though it were a Lender. With respect to any Loan made to an Applicable U.S.  
6389 Borrower (as defined in Section 2.17(f)(i)), each Lender that sells a Participation shall, acting solely for  
6390 this purpose as an agent of such Applicable U.S. Borrower, as applicable, maintain a register on which it  
6391 enters the name and address of each Participant and the principal amounts (and stated interest) of each  
6392 Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register");  
6393 provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register  
6394 to any Person (including the identity of any Participant or any information relating to a Participant's  
6395 interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document)  
6396 except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of  
6397 Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury  
6398 Regulations or in connection with any income tax audit or other income tax proceeding of the Applicable  
6399 U.S. Borrower. The entries in the Participant Register shall be conclusive absent manifest error, and such  
6400 Lender shall treat each person whose name is recorded in the Participant Register as the owner of such  
6401 participation for all purposes of this Agreement notwithstanding any notice to the contrary.

6402 (f) A Participant shall not be entitled to receive any greater payment under Section  
6403 2.15 or 2.17 than the applicable Lender would have been entitled to receive with respect to the  
6404 participation sold to such Participant unless the sale of the participation to such Participant is made with  
6405 the prior written consent of the Parent Borrower and, to the extent applicable, each relevant ~~Subsidiary~~  
6406 ~~Term Borrower and~~ Foreign Subsidiary Borrower. A Participant that would be a Non-U.S. Lender if it  
6407 were a Lender shall not be entitled to the benefits of Section 2.17 unless the Parent Borrower and, to the  
6408 extent applicable, each relevant Foreign Subsidiary Borrower is notified of the participation sold to such  
6409 Participant and such Participant agrees, for the benefit of the Parent Borrower and, to the extent  
6410 applicable, each relevant Foreign Subsidiary Borrower, to comply with Section 2.17(f) as though it were a  
6411 Lender.

6412 (g) Any Lender may, without the consent of the Parent Borrower or the  
6413 Administrative Agent, at any time pledge or assign a security interest in all or any portion of its rights  
6414 under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure  
6415 obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment  
6416 of a security interest; provided that no such pledge or assignment of a security interest shall release a  
6417 Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender  
6418 as a party hereto.



6419 (h) Notwithstanding anything to the contrary set forth in this Agreement or any other  
6420 Loan Document, any Lender may assign all or a portion of its Term Loans (or Incremental Term Loans)  
6421 to the Parent Borrower or any of its Subsidiaries at a price below the par value thereof; provided that any  
6422 such assignment shall be subject to the following additional conditions: (1) no Default or Event of Default  
6423 shall have occurred and be continuing immediately before and after giving effect to such assignment, (2)  
6424 on the date of effectiveness of such purchase and assignment, there shall be no more than \$25,000,000 in  
6425 aggregate amount of Revolving Loans outstanding (including, for the avoidance of doubt, the aggregate  
6426 Dollar Equivalent amount of Foreign Currency Loans) and Swingline Loans outstanding, (3) no proceeds  
6427 of Revolving Loans, Swingline Loans or Letters of Credit shall be used to fund such purchase and  
6428 assignment, (4) any such offer to purchase shall be offered to all Term Lenders of a particular Class on a  
6429 pro rata basis, with mechanics to be agreed by the Administrative Agent and the Parent Borrower, (5) any  
6430 Loans so purchased shall be immediately cancelled and retired (provided that any non-cash gain in  
6431 respect of "cancellation of indebtedness" resulting from the cancellation of any Loans so purchased shall  
6432 not increase Consolidated EBITDA), (6) the Parent Borrower shall provide, as of the date of its offer to  
6433 purchase and as of the date of the effectiveness of such purchase and assignment, a customary  
6434 representation and warranty that neither it nor any of its affiliates is in possession of any material non-  
6435 public information with respect to the Parent Borrower, its Subsidiaries or their respective securities and  
6436 (7) the Parent Borrower and the applicable purchaser shall waive any right to bring any action against the  
6437 Administrative Agent in connection with such purchase or the Term Loans so purchased. For the  
6438 avoidance of doubt, in no event shall the Parent Borrower or any of its Subsidiaries be deemed to be a  
6439 Lender under this Agreement or any of the other Loan Documents as a result of an assignment made  
6440 under this clause (h).

6441 SECTION 10.05 Survival. All covenants, agreements, representations and warranties  
6442 made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in  
6443 connection with or pursuant to this Agreement or any other Loan Document shall be considered to have  
6444 been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan  
6445 Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any  
6446 investigation made by any such other party or on its behalf and notwithstanding that the Administrative  
6447 Agent, the Foreign Currency Agent, the Issuing Bank or any Lender may have had notice or knowledge  
6448 of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and  
6449 shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or  
6450 any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of  
6451 Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of  
6452 Sections 2.15, 2.16, 2.17 and 10.03 and Article VIII shall survive and remain in full force and effect  
6453 regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the  
6454 expiration or termination of the Letters of Credit and the Commitments or the termination of this  
6455 Agreement or any provision hereof.

6456 SECTION 10.06 Counterparts; Integration; Effectiveness. This Agreement may be  
6457 executed in counterparts (and by different parties hereto on different counterparts), each of which shall  
6458 constitute an original, but all of which when taken together shall constitute a single contract. This  
6459 Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to  
6460 the Administrative Agent constitute the entire contract among the parties relating to the subject matter  
6461 hereof and supersede any and all previous agreements and understandings, oral or written, relating to the  
6462 subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it  
6463 shall have been executed by the Administrative Agent and when the Administrative Agent shall have  
6464 received counterparts hereof that, when taken together, bear the signatures of each of the other parties  
6465 hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their  
6466 respective successors and assigns. Delivery of an executed counterpart of a signature page of this

6467 Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually  
6468 executed counterpart of this Agreement.

6469 SECTION 10.07 Severability. Any provision of this Agreement held to be invalid,  
6470 illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of  
6471 such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of  
6472 the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction  
6473 shall not invalidate such provision in any other jurisdiction.

6474 SECTION 10.08 Right of Setoff. If an Event of Default shall have occurred and be  
6475 continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time,  
6476 to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or  
6477 demand, provisional or final) at any time held and other obligations at any time owing by such Lender or  
6478 Affiliate to or for the credit or the account of the Parent Borrower, ~~any Subsidiary Term Borrower~~ or any  
6479 Foreign Subsidiary Borrower against any of and all the obligations of the Parent Borrower, ~~any~~  
6480 ~~Subsidiary Term Borrower~~ or any Foreign Subsidiary Borrower now or hereafter existing under this  
6481 Agreement held by such Lender, irrespective of whether or not such Lender shall have made any demand  
6482 under this Agreement and although such obligations may be unmaturing; provided that none of the  
6483 deposits or any other obligation owing to or for the credit or the account of any Foreign Subsidiary  
6484 Borrower shall be set off or applied against any obligations of the Parent Borrower or any Borrower that  
6485 is a United States person within the meaning of Section 7701(a)(30) of the Code. The rights of each  
6486 Lender under this Section are in addition to other rights and remedies (including other rights of setoff)  
6487 which such Lender may have ; provided, that to the extent prohibited by applicable law as described in  
6488 the definition of "Excluded Swap Obligation," no amounts received from, or set off with respect to, any  
6489 Loan Party shall be applied to any Excluded Swap Obligations of such Loan Party.

6490 SECTION 10.09 Governing Law; Jurisdiction; Consent to Service of Process.

6491 (a) This Agreement shall be construed in accordance with and governed by the law  
6492 of the State of New York.

6493 (b) Each of Holdings, the Parent Borrower, ~~each Subsidiary Term Borrower~~ and  
6494 each Foreign Subsidiary Borrower hereby irrevocably and unconditionally submits, for itself and its  
6495 property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York  
6496 County and of the United States District Court of the Southern District of New York, and any appellate  
6497 court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or  
6498 for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and  
6499 unconditionally agrees that all claims in respect of any such action or proceeding may be heard and  
6500 determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the  
6501 parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may  
6502 be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.  
6503 Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative  
6504 Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to  
6505 this Agreement or any other Loan Document against Holdings, the Parent Borrower, any of the  
6506 ~~Subsidiary Term Borrowers~~, ~~any of the~~ Foreign Subsidiary Borrowers or their properties in the courts of  
6507 any jurisdiction.

6508 (c) Each of Holdings, the Parent Borrower, ~~each Subsidiary Term Borrower~~ and  
6509 each Foreign Subsidiary Borrower hereby irrevocably and unconditionally waives, to the fullest extent it  
6510 may legally and effectively do so, any objection which it may now or hereafter have to the laying of

6511 venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan  
6512 Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby  
6513 irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the  
6514 maintenance of such action or proceeding in any such court.

6515 (d) Each party to this Agreement irrevocably consents to service of process in the  
6516 manner provided for notices in Section 10.01. Nothing in this Agreement or any other Loan Document  
6517 will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

6518 **SECTION 10.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY**  
6519 **WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT**  
6520 **MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR**  
6521 **INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER**  
6522 **LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER**  
6523 **BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A)**  
6524 **CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER**  
6525 **PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY**  
6526 **WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING**  
6527 **WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE**  
6528 **BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE**  
6529 **MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

6530 **SECTION 10.11 Headings**. Article and Section headings and the Table of Contents  
6531 used herein are for convenience of reference only, are not part of this Agreement and shall not affect the  
6532 construction of, or be taken into consideration in interpreting, this Agreement.

6533 **SECTION 10.12 Confidentiality**. Each of the Administrative Agent, the Issuing Bank  
6534 and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that  
6535 Information may be disclosed (a) to its Lender Affiliates and to its and its Lender Affiliates' directors,  
6536 officers, employees and agents, including accountants, legal counsel and other advisors (it being  
6537 understood that the Persons to whom such disclosure is made will be informed of the confidential nature  
6538 of such Information and instructed to keep such Information confidential pursuant to the terms hereof),  
6539 (b) to the extent requested by any regulatory or quasi-regulatory authority, (c) to the extent required by  
6540 applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this  
6541 Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or  
6542 proceeding relating to this Agreement or any other Loan Document or the enforcement of rights  
6543 hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those  
6544 of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in,  
6545 any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its  
6546 advisors) to any swap or derivative transaction relating to the Parent ~~Borrower, any Subsidiary Term~~  
6547 Borrower, any Foreign Subsidiary Borrower and their respective obligations, (g) with the consent of the  
6548 Parent Borrower or (h) to the extent such Information (i) is publicly available at the time of disclosure or  
6549 becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to  
6550 the Administrative Agent, the Issuing Bank or any Lender on a nonconfidential basis from a source other  
6551 than Holdings, the Parent Borrower or any Subsidiary (including the Receivables Subsidiary). For the  
6552 purposes of this Section, "Information" means all information received from Holdings, the Parent  
6553 Borrower or any Subsidiary (including the Receivables Subsidiary) relating to Holdings, the Parent  
6554 Borrower or any Subsidiary (including the Receivables Subsidiary) or its business, other than any such  
6555 information that is available to the Administrative Agent, the Issuing Bank or any Lender on a  
6556 nonconfidential basis prior to disclosure by Holdings, the Parent Borrower or any Subsidiary (including

6557 the Receivables Subsidiary) and other than information pertaining to this Agreement routinely provided  
6558 by arrangers to data service providers, including league table providers, that serve the lending industry;  
6559 provided that, in the case of information received from Holdings, the Parent Borrower or any Subsidiary  
6560 (including the Receivables Subsidiary) after the Restatement Date, such information is clearly identified  
6561 at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information  
6562 as provided in this Section shall be considered to have complied with its obligation to do so if such Person  
6563 has exercised the same degree of care to maintain the confidentiality of such Information as such Person  
6564 would accord to its own confidential information.

6565 SECTION 10.13 Interest Rate Limitation. Notwithstanding anything herein to the  
6566 contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other  
6567 amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"),  
6568 shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged,  
6569 taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate  
6570 of interest payable in respect of such Loan hereunder, together with all Charges payable in respect  
6571 thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that  
6572 would have been payable in respect of such Loan but were not payable as a result of the operation of this  
6573 Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans  
6574 or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount,  
6575 together with interest thereon at the ~~Federal Funds Effective~~ NYFRB Rate to the date of repayment, shall  
6576 have been received by such Lender.

6577 SECTION 10.14 Judgment Currency.

6578 (a) The obligations hereunder of the Parent Borrower, ~~the Subsidiary Term~~  
6579 ~~Borrowers~~ and the Foreign Subsidiary Borrowers and under the other Loan Documents to make payments  
6580 in dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment  
6581 expressed in or converted into any currency other than dollars, except to the extent that such tender or  
6582 recovery results in the effective receipt by the Administrative Agent, the Collateral Agent or a Lender of  
6583 the full amount of dollars expressed to be payable to the Administrative Agent, Collateral Agent or  
6584 Lender under this Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing  
6585 judgment against the Parent ~~Borrower, any Subsidiary Term~~ Borrower, any Foreign Subsidiary Borrower  
6586 or any other Loan Party in any court or in any jurisdiction, it becomes necessary to convert into or from  
6587 any currency other than dollars (such other currency being hereinafter referred to as the "Judgment  
6588 Currency") an amount due in dollars, each party hereto agrees, to the fullest extent that it may effectively  
6589 do so, that the rate of exchange used shall be that at which, in accordance with normal banking procedures  
6590 in the relevant jurisdiction, the first currency could be purchased with such other currency, as of the date  
6591 immediately preceding the day on which the judgment is given (such Business Day being hereinafter  
6592 referred to as the "Judgment Currency Conversion Date").

6593 (b) If there is a change in the rate of exchange prevailing between the Judgment  
6594 Currency Conversion Date and the date of actual payment of the amount due, the Parent Borrower, ~~each~~  
6595 ~~Subsidiary Term Borrower~~ and each Foreign Subsidiary Borrower, as the case may be, covenants and  
6596 agrees to pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount),  
6597 as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate  
6598 of exchange prevailing on the date of payment, will produce the amount of dollars which could have been  
6599 purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate  
6600 of exchange prevailing on the Judgment Currency Conversion Date.

6601 (c) For purposes of determining the dollar equivalent of the Judgment Currency,  
6602 such amounts shall include any premium and costs payable in connection with the purchase of dollars.

6603 SECTION 10.15 Release of Mortgages. On the Restatement Date, the Liens created by  
6604 the Below Threshold Mortgages shall automatically be released, and the Administrative Agent shall  
6605 promptly execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such  
6606 Loan Party shall reasonably request to evidence such release.

6607 ~~SECTION 10.15 Obligations Joint and Several:~~

6608 (a) ~~Each Term Borrower agrees that it shall, jointly with the other Term Borrowers~~  
6609 ~~and severally, be liable for all the Obligations (other than with respect to any Term Borrower, any Swap~~  
6610 ~~Obligations of another Loan Party that would be Excluded Swap Obligations of such Term Borrower if~~  
6611 ~~such Term Borrower's joint and several liability with respect to such Swap Obligations were treated as a~~  
6612 ~~guarantee for purposes of the definition of "Excluded Swap Obligation") in respect of the Term Loans~~  
6613 ~~and Term Loan Commitments (the "Term Loan Obligations"). Each Term Borrower further agrees that~~  
6614 ~~the Term Loan Obligations of the other Term Borrowers may be extended and renewed, in whole or in~~  
6615 ~~part, without notice to or further assent from it, and that it will remain bound upon its agreement~~  
6616 ~~hereunder notwithstanding any extension or renewal of any Term Loan Obligation of the other Term~~  
6617 ~~Borrowers.~~

6618 (b) ~~Each Term Borrower waives presentment to, demand of payment from and~~  
6619 ~~protest to the other Term Borrowers of any of the Term Loan Obligations or the other Term Borrowers of~~  
6620 ~~any Term Loan Obligations, and also waives notice of acceptance of its obligations and notice of protest~~  
6621 ~~for nonpayment. The Term Loan Obligations of a Term Borrower hereunder shall not be affected by (i)~~  
6622 ~~the failure of any Term Lender or the Issuing Bank or the Administrative Agent or the Collateral Agent to~~  
6623 ~~assert any claim or demand or to enforce any right or remedy against the other Term Borrowers under the~~  
6624 ~~provisions of this Agreement or any of the other Loan Documents or otherwise; (ii) any rescission;~~  
6625 ~~waiver, amendment or modification of any of the terms or provisions of this Agreement, any of the other~~  
6626 ~~Loan Documents or any other agreement; or (iii) the failure of any Term Lender or the Issuing Bank to~~  
6627 ~~exercise any right or remedy against any other Term Borrower.~~

6628 (c) ~~Each Term Borrower further agrees that its agreement hereunder constitutes a~~  
6629 ~~promise of payment when due and not of collection, and waives any right to require that any resort be had~~  
6630 ~~by any Term Lender or the Issuing Bank to any balance of any deposit account or credit on the books of~~  
6631 ~~any Term Lender or the Issuing Bank in favor of any other Term Borrower or any other person.~~

6632 (d) ~~The Term Loan Obligations of each Term Borrower hereunder shall not be~~  
6633 ~~subject to any reduction, limitation, impairment or termination for any reason, including compromise, and~~  
6634 ~~shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by~~  
6635 ~~reason of the invalidity, illegality or unenforceability of the Term Loan Obligations of the other Term~~  
6636 ~~Borrowers or otherwise. Without limiting the generality of the foregoing, the Term Loan Obligations of~~  
6637 ~~each Term Borrower hereunder shall not be discharged or impaired or otherwise affected by the failure of~~  
6638 ~~the Administrative Agent, the Collateral Agent or any Term Lender or the Issuing Bank to assert any~~  
6639 ~~claim or demand or to enforce any remedy under this Agreement or under any other Loan Document or~~  
6640 ~~any other agreement, by any waiver or modification in respect of any thereof, by any default, failure or~~  
6641 ~~delay, willful or otherwise, in the performance of the Term Loan Obligations of the other Term Borrowers~~  
6642 ~~or by any other act or omission which may or might in any manner or to any extent vary the risk of such~~  
6643 ~~Term Borrower or otherwise operate as a discharge of such Term Borrower as a matter of law or equity.~~

6644 (e) ~~Each Term Borrower further agrees that its obligations hereunder shall continue~~  
6645 ~~to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of~~

6646 principal of or interest on any Term Loan Obligation of the other Term Borrowers is rescinded or must  
6647 otherwise be restored by the Administrative Agent, the Collateral Agent or any Term Lender or the  
6648 Issuing Bank upon the bankruptcy or reorganization of any of the other Term Borrowers or otherwise.

6649 (f) In furtherance of the foregoing and not in limitation of any other right which the  
6650 Administrative Agent, the Collateral Agent or any Term Lender or the Issuing Bank may have at law or in  
6651 equity against any Term Borrower by virtue hereof, upon the failure of a Term Borrower to pay any Term  
6652 Loan Obligation when and as the same shall become due, whether at maturity, by acceleration, after  
6653 notice of prepayment or otherwise, each other Term Borrower hereby promises to and will, upon receipt  
6654 of written demand by the Administrative Agent, forthwith pay, or cause to be paid, in cash the amount of  
6655 such unpaid Term Loan Obligations, and thereupon each Term Lender shall, in a reasonable manner,  
6656 assign the amount of the Term Loan Obligations of the other Term Borrowers owed to it and paid by such  
6657 Term Borrower pursuant to this Section 10.15 to such Term Borrower, such assignment to be pro tanto to  
6658 the extent to which the Term Loan Obligations in question were discharged by such Term Borrower or  
6659 make such disposition thereof as such Term Borrower shall direct (all without recourse to any Term  
6660 Lender and without any representation or warranty by any Term Lender).

6661 (g) Notwithstanding any other provision herein, the Parent Borrower shall be  
6662 entitled, at any time and in its sole discretion, to designate any Term Borrower (including itself) to replace  
6663 any other Term Borrower as a borrower hereunder with respect to any outstanding Term Loans.

6664 SECTION 10.16 PATRIOT Act. Each Lender hereby notifies Holdings and the Parent  
6665 Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed  
6666 into law October 26, 2001)) (the "PATRIOT Act"), it is required, or will be required in the future, to  
6667 obtain, verify and record information that identifies Holdings, the Parent Borrower and the other Loan  
6668 Parties, which information includes the name and address of Holdings, the Parent Borrower and the other  
6669 Loan Parties and other information that will allow such Lender to identify Holdings, the Parent Borrower  
6670 and the other Loan Parties in accordance with the PATRIOT Act.

6671 SECTION 10.17 No Fiduciary Duty. Each Agent, each Lender and their Affiliates  
6672 (collectively, solely for purposes of this paragraph, the "Lenders"), may have economic interests that  
6673 conflict with those of the Parent Borrower; and the Foreign Subsidiary Borrowers and the Subsidiary  
6674 Term Borrowers, their stockholders and/or their affiliates. Each of the Parent Borrower, and the Foreign  
6675 Subsidiary Borrowers and the Subsidiary Term Borrowers agrees that nothing in the Loan Documents or  
6676 otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other  
6677 implied duty between any Lender, on the one hand, and such borrower, its stockholders or its affiliates, on  
6678 the other. Each of the Parent Borrower; and the Foreign Subsidiary Borrowers and the Subsidiary Term  
6679 Borrowers acknowledges and agrees that (i) the transactions contemplated by the Loan Documents  
6680 (including the exercise of rights and remedies hereunder and there under) are arm's-length commercial  
6681 transactions between the Lenders, on the one hand, and the applicable borrower, on the other, and (ii) in  
6682 connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or  
6683 fiduciary responsibility in favor of any of the Parent Borrower; or the Foreign Subsidiary Borrowers or  
6684 the Subsidiary Term Borrowers, their stockholders or their affiliates with respect to the transactions  
6685 contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading  
6686 thereto (irrespective of whether any Lender has advised, is currently advising or will advise any borrower,  
6687 its stockholders or its Affiliates on other matters) or any other obligation to any of the Parent Borrower; or  
6688 the Foreign Subsidiary Borrowers or the Subsidiary Term Borrowers except the obligations expressly set  
6689 forth in the Loan Documents and (y) each Lender is acting solely as principal and not as the agent or  
6690 fiduciary of any of the Parent Borrower; or the Foreign Subsidiary Borrowers or the Subsidiary Term  
6691 Borrowers, their respective management, stockholders, creditors or any other Person. Each of the Parent

6692 Borrower; ~~and the Foreign Subsidiary Borrowers and Subsidiary Term Borrowers~~ acknowledges and  
6693 agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and  
6694 that it is responsible for making its own independent judgment with respect to such transactions and the  
6695 process leading thereto. Each of the Parent Borrower; ~~and the Foreign Subsidiary Borrowers and~~  
6696 ~~Subsidiary Term Borrowers~~ agrees that it will not claim that any Lender has rendered advisory services of  
6697 any nature or respect, or owes a fiduciary or similar duty to such borrower, in connection with such  
6698 transaction or the process leading thereto.

6699 SECTION 10.18 Parallel Debt.

6700 (a) ~~Parallel Debt U.S. Obligations~~[Reserved].

6701 (i) ~~For the purpose of any Foreign Security Document governed by Dutch law, each~~  
6702 ~~of the Parent Borrower and any Subsidiary Term Borrower hereby irrevocably and unconditionally~~  
6703 ~~undertake to pay as a separate and independent obligation to the Collateral Agent amounts equal to the~~  
6704 ~~aggregate amount from time to time payable (*verschuldigd*) to any of the Secured Parties under or~~  
6705 ~~pursuant to its U.S. Obligations (such payment undertaking to the Collateral Agent hereinafter referred to~~  
6706 ~~as the “Parallel Debt U.S. Obligations”). The Parallel Debt U.S. Obligations will be payable in the~~  
6707 ~~currency or currencies of the relevant U.S. Obligations.~~

6708 (ii) ~~The Parallel Debt U.S. Obligations will become due and payable (*opeisbaar*)~~  
6709 ~~immediately upon the Collateral Agent’s first demand, which may be made at any time, as and when one~~  
6710 ~~or more of the U.S. Obligations becomes due and payable.~~

6711 (iii) ~~Each of the parties to this Agreement hereby acknowledges that (A) the Parallel~~  
6712 ~~Debt U.S. Obligations constitute undertakings, obligations and liabilities of the Parent Borrower and any~~  
6713 ~~Subsidiary Term Borrower to the Collateral Agent that are transferable, separate and independent from,~~  
6714 ~~and without prejudice to, the corresponding U.S. Obligations and (B) the Parallel Debt U.S. Obligations~~  
6715 ~~represent the Collateral Agent’s own separate claim to receive payment of the Parallel Debt U.S.~~  
6716 ~~Obligations from the Parent Borrower and each Subsidiary Term Borrower, it being understood that the~~  
6717 ~~amount that is or may become due and payable by the Parent Borrower and the Subsidiary Term~~  
6718 ~~Borrowers under or pursuant to the Parallel Debt U.S. Obligations from time to time shall never exceed~~  
6719 ~~the aggregate amount that is payable under the U.S. Obligations from time to time.~~

6720 (iv) ~~For the avoidance of doubt, each of the parties to this Agreement confirms that~~  
6721 ~~the claims of the Collateral Agent against the Parent Borrower and each Subsidiary Term Borrower in~~  
6722 ~~respect of the Parallel Debt U.S. Obligations and the claims of any one or more of the Secured Parties~~  
6723 ~~against the Parent Borrower and each Subsidiary Term Borrower under or pursuant to the U.S.~~  
6724 ~~Obligations payable to such Secured Parties do not constitute common property (*een gemeenschap*)~~  
6725 ~~within the meaning of Section 3:166 of the Dutch Civil Code (“DCC”) and that the provisions relating to~~  
6726 ~~such common property shall not apply. If, however, it would be held that such claims of the Collateral~~  
6727 ~~Agent and such claims of any one or more of the Secured Parties do constitute such common property and~~  
6728 ~~such provisions do apply, the parties to this Agreement agree that this Agreement shall constitute an~~  
6729 ~~administration agreement (*beheersregeling*) within the meaning of Section 3:168 of the DCC.~~

6730 (v) ~~For the avoidance of doubt, the parties hereto confirm that this Agreement is not~~  
6731 ~~to be construed as an agreement as referred to in Section 6:16 of the DCC and that Section 6:16 of the~~  
6732 ~~DCC shall not apply.~~

6733 (vi) ~~To the extent the Collateral Agent irrevocably (*onaantastbaar*) receives any~~  
6734 ~~amount in payment of the Parallel Debt U.S. Obligations, the Collateral Agent shall distribute such~~

6735 amount among the Secured Parties in accordance with Section 2.18 and upon irrevocable (*onaantastbaar*)  
6736 receipt of such amount, the U.S. Obligations shall be reduced by an amount equal to such amount in the  
6737 manner as if such amount were received as a payment of the U.S. Obligations on the date of receipt by the  
6738 Collateral Agent of such amount.

6739 (vii) To the extent the Collateral Agent or Administrative Agent irrevocably  
6740 (*onaantastbaar*) receives any amount in payment of the U.S. Obligations, the Collateral Agent shall  
6741 distribute such amount among the Secured Parties in accordance with Section 2.18 and upon irrevocable  
6742 (*onaantastbaar*) receipt of such amount, the Parallel Debt U.S. Obligations shall be reduced by an amount  
6743 equal to such amount in the manner as if such amount were received as a payment of the Parallel Debt  
6744 U.S. Obligations on the date of receipt by the Secured Party of such amount.

6745 (viii) For the purpose of any Foreign Security Document governed by Dutch law, the  
6746 Collateral Agent acts in its own name and on behalf of itself but for the benefit of the Secured Parties and  
6747 any security right granted to the Collateral Agent to secure the Parallel Debt U.S. Obligations is granted  
6748 to the Collateral Agent in its capacity of sole creditor of the Parallel Debt U.S. Obligations.

6749 (b) Parallel Debt Foreign Obligations.

6750 (i) For the purpose of any Foreign Security Document governed by Dutch law, each  
6751 Foreign Subsidiary Borrower hereby irrevocably and unconditionally undertakes to pay as a separate and  
6752 independent obligation to the Collateral Agent amounts equal to the aggregate amount payable  
6753 (*verschuldigd*) to any of the Secured Parties under or pursuant to its Foreign Obligations (these payment  
6754 undertakings to the Collateral Agent hereinafter collectively referred to as the “Parallel Debt Foreign  
6755 Obligations”). The Parallel Debt Foreign Obligations will be payable in the currency or currencies of the  
6756 relevant Foreign Obligations.

6757 (ii) The Parallel Debt Foreign Obligations will become due and payable (*opeisbaar*)  
6758 immediately upon the Collateral Agent’s first demand, which may be made at any time, as and when one  
6759 or more of the Foreign Obligations becomes due and payable.

6760 (iii) Each of the parties to this Agreement hereby acknowledges that (A) the Parallel  
6761 Debt Foreign Obligations constitute undertakings, obligations and liabilities of the Foreign Subsidiary  
6762 Borrowers to the Collateral Agent which are transferable, separate and independent from, and without  
6763 prejudice to, the corresponding Foreign Obligations and (B) the Parallel Debt Foreign Obligations  
6764 represent the Collateral Agent’s own separate claims to receive payment of the Parallel Debt Foreign  
6765 Obligations from the Foreign Subsidiary Borrowers, it being understood that the amounts which may  
6766 become due and payable by the Foreign Subsidiary Borrowers under or pursuant to the Parallel Debt  
6767 Foreign Obligations from time to time shall never exceed the aggregate amount which is payable under  
6768 the Foreign Obligations from time to time.

6769 (iv) For the avoidance of doubt, each of the parties to this Agreement confirms that  
6770 the claims of the Collateral Agent against each of the Foreign Subsidiary Borrowers in respect of the  
6771 Parallel Debt Foreign Obligations and the claims of any or more of the Secured Parties against the  
6772 Foreign Subsidiary Borrowers under or pursuant to the Foreign Obligations payable to such Secured  
6773 Parties do not constitute common property (*een gemeenschap*) within the meaning of Section 3:166 of the  
6774 DCC and that the provisions relating to such common property shall not apply. If, however, it shall be  
6775 held that such claims of the Collateral Agent and such claims of any one or more of the Secured Parties  
6776 do constitute such common property and such provisions do apply, the parties to this Agreement agree  
6777 that this Agreement shall constitute the administration agreement (*beheersregeling*) within the meaning of  
6778 Section 3:168 of the DCC.



6779 (v) For the avoidance of doubt, the parties hereto confirm that this Agreement is not  
6780 to be construed as an agreement as referred to in Section 6:16 of the DCC and that Section 6:16 of the  
6781 DCC shall not apply.

6782 (vi) To the extent the Collateral Agent irrevocably (*onaantastbaar*) receives any  
6783 amount in payment of the Parallel Debt Foreign Obligations, the Collateral Agent shall distribute such  
6784 amount among the Secured Parties in accordance with Section 2.18 and upon irrevocable (*onaantastbaar*)  
6785 receipt of such amount, the Foreign Obligations shall be reduced by an amount equal to such amount in  
6786 the manner as if such amount were received as a payment of the Foreign Obligations on the date of  
6787 receipt by the Collateral Agent of such amount.

6788 (vii) To the extent the Collateral Agent or Administrative Agent irrevocably  
6789 (*onaantastbaar*) receives any amount in payment of the Foreign Obligations, the Collateral Agent shall  
6790 distribute such amount among the Secured Parties in accordance with Section 2.18 and upon irrevocable  
6791 (*onaantastbaar*) receipt of such amount, the Parallel Debt Foreign Obligations shall be reduced by an  
6792 amount equal to such amount in the manner as if such amount were received as a payment of the Parallel  
6793 Debt Foreign Obligations on the date of receipt by the Secured Party of such amount.

6794 (viii) For the purpose of any Foreign Security Document governed by Dutch law, the  
6795 Collateral Agent acts in its own name and on behalf of itself but for the benefit of the Secured Parties and  
6796 any security right granted to the Collateral Agent to secure the Parallel Debt Foreign Obligations is  
6797 granted to the Collateral Agent in its capacity of sole creditor of the Parallel Debt Foreign Obligations.

6798 SECTION 10.19 No Novation. Nothing in this Agreement or the Replacement Facility  
6799 Amendment shall be deemed to be a substitution or novation of any the obligations (under and as defined  
6800 in the Existing Credit Agreement) or under any other Loan Document (as defined in the Existing Credit  
6801 Agreement), outstanding under the Security Documents or the other Loan Documents or instruments  
6802 securing the same, which shall remain in full force and effect, except to any extent modified hereby or by  
6803 instruments executed concurrently herewith.

6804 SECTION 10.20 Release of Cequent Group. Notwithstanding anything to the contrary  
6805 in this Agreement or any other Loan Document, each Lender and each Loan Party agrees that upon the  
6806 Restatement Date, (i) the liens and security interests granted by the Cequent Group pursuant to the Loan  
6807 Documents (as defined in the Existing Credit Agreement) shall be automatically and irrevocably released  
6808 and terminated, (ii) all Guarantees of the Obligations (as defined in the Existing Credit Agreement) by the  
6809 Cequent Group under the Loan Documents (as defined in the Existing Credit Agreement) shall be  
6810 automatically and irrevocably released and discharged, all without any further action being required to  
6811 effectuate the foregoing, (iii) the Administrative Agent will, at the Parent Borrower's expense, execute  
6812 and deliver such releases, terminations, certificates, instruments, notices, agreements and documents as  
6813 the Parent Borrower may reasonably request in order to evidence the termination of the liens and security  
6814 interests granted by the Cequent Group pursuant to the Loan Documents (as defined in the Existing Credit  
6815 Agreement), (iv) the Administrative Agent or its designee will be authorized to file UCC termination  
6816 statements, releases in respect of the recordation of the security interests in intellectual property, mortgage  
6817 releases and fixture filing releases in real property records and any other releases or instruments of release  
6818 and discharge in respect of the security interests granted by the Cequent Group pursuant to the Loan  
6819 Documents (as defined in the Existing Credit Agreement), in each case, in order to terminate or evidence  
6820 the termination of the liens and security interests granted by the Cequent Group pursuant to the Loan  
6821 Documents (as defined in the Existing Credit Agreement), (v) the Administrative Agent will deliver to the  
6822 Parent Borrower or its designee all certificated securities (together with related powers, if any) of the  
6823 Cequent Group in the possession of the Administrative Agent and (vi) the Cequent Group will be released

6824 ~~from the Loan Documents (as defined in the Existing Credit Agreement).~~SECTION 10.20  
6825 Acknowledgement and Consent to Bail-In of EEA Financial  
6826 Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement,  
6827 arrangement or understanding among any such parties, each party hereto acknowledges that any liability  
6828 of any EEA Financial Institution arising under any Loan Document may be subject to the Write-Down  
6829 and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges  
6830 and agrees to be bound by:

6831 (a) the application of any Write-Down and Conversion Powers by an EEA  
6832 Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party  
6833 hereto that is an EEA Financial Institution; and

6834 (b) the effects of any Bail-In Action on any such liability, including, if applicable:

6835 (i) a reduction in full or in part or cancellation of any such liability;

6836 (ii) a conversion of all, or a portion of, such liability into shares or other  
6837 instruments of ownership in such EEA Financial Institution, its parent entity, or a bridge  
6838 institution that may be issued to it or otherwise conferred on it, and that such shares or  
6839 other instruments of ownership will be accepted by it in lieu of any rights with respect to  
6840 any such liability under this Agreement or any other Loan Document; or

6841 (iii) the variation of the terms of such liability in connection with the  
6842 exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

6843 SECTION 10.21 MIRE Events. Each of the parties hereto acknowledges and agrees  
6844 that, solely in the event that there are any Mortgaged Properties at the time of any increase, extension or  
6845 renewal of any of the Commitments or Loans (including the provision of Incremental Revolving  
6846 Commitments or any other incremental credit facilities hereunder, but excluding (i) any continuation or  
6847 conversion of borrowings, (ii) the making of any Revolving Loans or (iii) the issuance, renewal or  
6848 extension of Letters of Credit) shall be subject to (and conditioned upon) delivery of all flood hazard  
6849 determination certifications, acknowledgements and evidence of flood insurance and other flood-related  
6850 documentation with respect to such Mortgaged Properties as required by Flood Laws and as otherwise  
6851 reasonably requested by the Administrative Agent or the Lenders (through the Administrative Agent).

6852 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly  
6853 executed by their respective authorized officers as of the day and year first above written.

6854 TRIMAS CORPORATION,

6855 By: \_\_\_\_\_  
6856 Name:  
6857 Title:

6858 TRIMAS COMPANY LLC,

6859 By: \_\_\_\_\_  
6860 Name:  
6861 Title:  
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[Signature Page to Credit Agreement]

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

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By: \_\_\_\_\_  
Name: Krys Szremski  
Title: Vice President

[Signature Page to Credit Agreement]

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LENDER SIGNATURE PAGE TO  
THE CREDIT AGREEMENT

Name of Lender,

By: \_\_\_\_\_  
Name:  
Title:

For any Lender requiring a second signature line:

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Credit Agreement]



**FOR IMMEDIATE RELEASE**

**CONTACT:** SherryLauderback  
VP, Investor Relations & Communications  
(248) 631-5506  
sherrylaudback@trimascorp.com

### **TRIMAS ANNOUNCES CLOSING OF DEBT REFINANCING**

**BLOOMFIELD HILLS, Michigan, September 20, 2017** – TriMas (NASDAQ: TRS) today announced the closing of its offering of \$300 million in aggregate principal of senior unsecured notes due October 2025 (the “Notes”). The Notes will bear interest at a fixed annual rate of 4.875%.

Proceeds from the Notes offering were used to repay all outstanding obligations of TriMas’ Term Loan A facility, repay a portion of outstanding obligations under TriMas’ accounts receivable facility, and pay fees and expenses related to the refinancing.

In connection with the Notes offering, the Company also amended its senior secured credit agreement to reflect revolving loan commitments of \$300 million and extend the maturity to September 2022. The existing rate on the revolving loan remains the same, bearing a current interest rate of LIBOR plus 1.625%.

“Due to TriMas’ improved financial performance and attractive credit markets, we had the opportunity to successfully refinance our debt and extend our maturities at favorable rates,” said Thomas Amato, TriMas’ President and Chief Executive Officer. “Our new capital structure provides enhanced flexibility for TriMas to continue its momentum and grow well into the future.”

#### **Notice Regarding Forward-Looking Statements**

Any “forward-looking” statements, within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, contained herein, including those relating to the Company’s business, financial condition or future results, involve risks and uncertainties with respect to, including, but not limited to: general economic and currency conditions; material and energy costs; risks and uncertainties associated with intangible assets, including goodwill or other intangible asset impairment charges; competitive factors; future trends; the Company’s ability to realize its business strategies; the Company’s ability to identify attractive acquisition candidates, successfully integrate acquired operations or realize the intended benefits of such acquisitions; the performance of subcontractors and suppliers; supply constraints; market demand; technology factors; intellectual property factors; litigation; government and regulatory actions; the Company’s leverage; liabilities imposed by debt instruments; labor disputes; changes to fiscal and tax policies; contingent liabilities relating to acquisition activities; information technology factors; the potential impact of Brexit; tax considerations relating to the Cequent spin-off; the Company’s future prospects; and other risks that are detailed in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2016 and Current Report on Form 8-K filed on September 11, 2017. These risks and uncertainties may cause actual results to differ materially from those indicated by the forward-looking statements. All forward-looking statements made herein are based on information currently available, and the Company assumes no obligation to update any forward-looking statements.

#### **About TriMas**

TriMas is a diversified industrial manufacturer of products for customers in the consumer products, aerospace, industrial, petrochemical, refinery and oil & gas end markets with approximately 4,000 dedicated employees in 13 countries. We provide

customers with a wide range of innovative and quality product solutions through our market-leading businesses, which we report in four segments: Packaging, Aerospace, Engineered Components and Energy. The TriMas family of businesses has strong brand names in the markets served, and operates under a common set of values and strategic priorities under the TriMas Business Model. TriMas is publicly traded on the NASDAQ under the ticker symbol “TRS,” and is headquartered in Bloomfield Hills, Michigan. For more information, please visit [www.trimascorp.com](http://www.trimascorp.com).

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