

BIOMET INC
Form 424B3
August 07, 2012

Filed Pursuant to Rule 424(b)(3)

Registration No. 333-150655

PROSPECTUS SUPPLEMENT

(to prospectus dated September 12, 2011 and the prospectus supplements dated October 6, 2011, October 14, 2011, December 9, 2011, December 19, 2011, January 10, 2012, January 13, 2012, March 28, 2012, April 6, 2012, April 11, 2012, April 13, 2012, June 1, 2012, June 4, 2012, June 5, 2012, June 15, 2012, June 15, 2012, July 17, 2012, July 23, 2012 and July 26, 2012)

BIOMET, INC.

\$775,000,000 10% Senior Notes due 2017

\$775,000,000 10³/₈%/11¹/₈% Senior Toggle Notes due 2017

\$1,015,000,000 11⁵/₈% Senior Subordinated Notes due 2017

This prospectus supplement updates and supplements the prospectus dated September 12, 2011 and the prospectus supplements dated October 6, 2011, October 14, 2011, December 9, 2011, December 19, 2011, January 10, 2012, January 13, 2012, March 28, 2012, April 6, 2012, April 11, 2012, April 13, 2012, June 1, 2012, June 4, 2012, June 5, 2012, June 15, 2012, June 15, 2012, July 17, 2012, July 23, 2012 and July 26, 2012.

See the **Risk Factors** section beginning on page 5 of the prospectus and the **Risk Factors** section in our Quarterly Report on Form 10-Q filed with the SEC on January 13, 2012 and our Quarterly Report on Form 10-Q filed with the SEC on April 13, 2012, for a discussion of certain risks that you should consider before investing in the notes.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

This prospectus supplement and the accompanying prospectus have been prepared for and may be used by Goldman, Sachs & Co. and any affiliates of Goldman, Sachs & Co. in connection with offers and sales of the notes related to market-making transactions in the notes affected from time to time. Goldman, Sachs & Co. or its affiliates may act as principal or agent in such transactions, including as agent for the counterparty when acting as principal or as agent for both counterparties, and may receive compensation in the form of discounts and commissions, including from both counterparties, when it acts as agents for both. Such sales will be made at prevailing market prices at the time of sale, at prices related thereto or at negotiated prices. We will not receive any proceeds from such sales.

You should rely only on the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. We have not authorized any person to provide you with any information or represent anything about us or this offering that is not contained in this prospectus supplement and the accompanying prospectus. If given or made, any such other information or representation should not be relied upon as having been authorized by us. This prospectus supplement and the accompanying prospectus does not offer to sell nor ask for offers to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is not qualified to do so, or to any person who cannot legally be offered the securities. You should not assume that the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus is accurate as of any date other than the date on the front cover of this prospectus supplement and the accompanying prospectus or the date of any document incorporated by reference herein.

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The date of this prospectus supplement is August 6, 2012.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the

Securities Exchange Act of 1934

Date of report (date of earliest event reported): August 2, 2012

LVB ACQUISITION, INC.

BIOMET, INC.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Delaware

000-54505

26-0499682

Indiana

001-15601

35-1418342

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(State or other jurisdiction
of incorporation)

(Commission
File Number)
56 East Bell Drive

(I.R.S. Employer
Identification No.)

Warsaw, Indiana 46582

(Address of Principal Executive Offices, Including Zip Code)

(574) 267-6639

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

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

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

Item 1.01 Entry into a Material Definitive Agreement

Amendment and Restatement of Senior Secured Cash Flow Credit Facility

On August 2, 2012, LVB Acquisition, Inc., Biomet, Inc. (*Biomet*) and certain of its subsidiaries entered into an amendment and restatement agreement (the *Amendment*) that amended Biomet's existing Cash Flow Credit Facility (the *Facility*). The Amendment (i) extends the maturity of approximately \$1,007.2 million of its Dollar-denominated term loans and approximately 631.3 million of its Euro-denominated term loans under the Facility to July 25, 2017 and (ii) refinances and replaces the existing alternative currency revolving credit commitments under the Facility with a new class of alternative currency revolving credit commitments in an aggregate amount of \$165.0 million and refinances and replaces the existing dollar revolving credit commitments under the Facility with a new class of Dollar-denominated revolving credit commitments in an aggregate amount of \$165.0 million. The new revolving credit commitments will mature on April 25, 2017; *provided, however*, that if as of December 23, 2014, there is an outstanding aggregate principal amount of non-extended Dollar and Euro term loans in excess of \$200.0 million, then such revolving credit commitments will mature on December 24, 2014. The remaining term loans of the lenders who did not elect to extend such loans will continue to mature on March 25, 2015.

The Amendment also provides an uncommitted accordion feature that allows Biomet to request the lenders to provide additional capacity in either the form of increased revolving commitments, additional revolving facilities, incremental term commitments or incremental term loans, so long as at the time of such request and the effectiveness of any incremental commitment or facility Biomet maintains a senior secured leverage ratio of less than or equal to 4.5 to 1.0. Beyond the extension of term and inclusion of the new accordion feature, other differences between the amended facility and the prior facility include changes to applicable interest rates for extended term loans and for the new revolving facilities and changes to certain covenants, and additional provisions permitting future maturity extensions, and future refinancing of the facilities while maintaining the existing covenants, with consent only from the extending or refinancing lenders. Bank of America, N.A. (*Bank of America*) will remain as administrative agent under the Facility.

The Amendment provides that borrowings will bear interest at a rate per annum equal to, at Biomet's option, either (a) a base rate determined by reference to the highest of (1) the prime rate of Bank of America, (2) the federal funds effective rate plus 1/2 of 1% or (3) a BBA LIBOR rate plus 1.00% or (b) a LIBOR rate, in each case plus an applicable margin; *provided*, that the applicable margins for revolving loans will be subject to (i) a 25 basis point reduction for any quarter if the Senior Secured Leverage Ratio is less than or equal to 2.5 to 1.0 and (ii) an additional 25 basis point reduction for any quarter if the Senior Secured Leverage Ratio is less than 2.0 to 1.0. For the extended term loans, the applicable margin is 2.75% with respect to base rate borrowings, 3.75% with respect to Dollar-denominated LIBOR borrowings and 4.00% with respect to Euro-denominated LIBOR borrowings. For revolving loans, the applicable margin is initially up to 2.50% with respect to base rate borrowings and initially up to 3.50% for LIBOR borrowings.

In addition, Biomet is required to pay a commitment fee in respect of unused revolving commitments of 0.500% per annum during the first fiscal year after the effectiveness of the Amendment, provided that after the full fiscal quarter after the effectiveness of the Amendment the commitment fee may be reduced to 0.375% per annum if the senior secured leverage ratio is less than 2.0 to 1.0.

The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the full text of such agreement, which is filed hereto as Exhibit 10.1 and incorporated herein by reference. Additional material terms of the Facility, including related security arrangements and covenants, are described in Biomet's Quarterly Report on Form 10-Q for the quarter ended February 29, 2012. This Current Report updates and supplements that description.

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

The information set forth in Item 1.01 is incorporated by reference to this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amendment and Restatement Agreement dated as of August 2, 2012, among Biomet, Inc., LVB Acquisition, Inc., Bank of America, N.A., and each of the other lenders party thereto.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this Report to be signed on their behalf by the undersigned hereunto duly authorized.

LVB ACQUISITION, INC.

Date: August 6, 2012

By: /s/ Daniel P. Florin

Name: Daniel P. Florin
Title: Senior Vice President

and Chief Financial Officer

BIOMET, INC.

By: /s/ Daniel P. Florin

Name: Daniel P. Florin
Title: Senior Vice President

and Chief Financial Officer

AMENDMENT AND RESTATEMENT AGREEMENT

AMENDMENT AND RESTATEMENT AGREEMENT, dated as of August 2, 2012 (this **Amendment Agreement**), among BIOMET, INC., an Indiana corporation (**Borrower**), LVB ACQUISITION, INC., a Delaware corporation (**Holdings**), BANK OF AMERICA, N.A., as Administrative Agent (as defined below), L/C Issuer and Swing Line Lender and each of the other Lenders (as defined below) party hereto.

PRELIMINARY STATEMENTS

A. Borrower has entered into that certain Credit Agreement, dated as of September 25, 2007 (the **Original Credit Agreement**), by and among Borrower, LVB ACQUISITION, INC., a Delaware corporation, the lenders party thereto (collectively, the **Lenders**) and BANK OF AMERICA, N.A., as swing line lender (in such capacity, **Swing line Lender**), as a letter of credit issuer (in such capacity, **L/C Issuer**) and as administrative agent (in such capacity **Administrative Agent**) for the Lenders.

B. Each Lender who executes and delivers this Amendment Agreement has agreed to amend and restate the Original Credit Agreement in its entirety in the form attached as Annex A hereto.

C. Each of the Lenders party hereto has, to the extent indicated on its signature page hereto, agreed to convert a portion of its Dollar Term Loans and/or Euro Term Loans under and as defined in the Original Credit Agreement to Dollar Term B-1 Loans and/or Euro Term B-1 Loans under and as defined in the Amended and Restated Credit Agreement.

D. Each Lender listed on Schedule 2.01A to the Amended and Restated Credit Agreement has, by executing a counterpart to this Amendment Agreement, agreed to provide a New Dollar Revolving Credit Commitment and or New Alternative Currency Revolving Credit Commitment in an initial amount as set forth on such Schedule 2.01A and on the Restatement Effective Date (as defined below) all outstanding Revolving Credit Commitments under and as defined in the Original Credit Agreement shall terminate.

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

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Amendment Agreement have the same meanings as specified in the Amended and Restated Credit Agreement.

SECTION 2. Amendment and Restatement. Effective as of the Restatement Effective Date (as defined below), and subject to the terms and conditions set forth herein, (i) the Original Credit Agreement is hereby amended and restated in the form of Annex A hereto (the Original Credit Agreement, as so amended and restated, being referred to as the **Amended and Restated Credit Agreement**), (ii) Schedule 2.01A to the Original Credit Agreement is hereby replaced with Schedule 2.01A to the Amended and Restated Credit Agreement and (iii) the Exhibits attached to Annex A hereto constitute new Exhibits to the Amended and Restated Credit Agreement, as applicable.

SECTION 3. Conditions to Effectiveness. This Amendment Agreement and the amendment and restatement of the Original Credit Agreement as set forth in Section 2 hereof shall

become effective as of the first date (such date being referred to as the **Restatement Effective Date**) when each of the following conditions shall have been satisfied:

(a) The Administrative Agent's receipt of the following, each of which shall be originals or facsimiles of the following:

(i) executed counterparts of this Amendment Agreement from Holdings, Borrower, the Administrative Agent, L/C Issuer and Swing Line Lender, each Lender listed on Schedule 2.01A to the Amended and Restated Credit Agreement and Lenders under the Original Credit Agreement constituting the Required Lenders under and as defined in the Original Credit Agreement;

(ii) executed counterparts of the Guarantor Consent and Reaffirmation (substantially in the form of Annex B attached hereto) from each of the Guarantors;

(iii) a Note executed by Borrower in favor of each Lender providing a New Revolving Credit Commitment, Dollar Term B-1 Loan or Euro Term B-1 Loan that has requested a Note at least two Business Days in advance of the Restatement Effective Date;

(iv) a completed Life-of-Loan Federal Emergency Management Agency Standard Flood Hazard Determination with respect to the Mortgaged Property (together with a notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower and the applicable Loan Party relating thereto) and, if any such Mortgaged Property is located in a special flood hazard area, evidence of flood insurance to the extent required pursuant to the last sentence of Section 6.07 of the Credit Agreement;

(v) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party or is to be a party on the Restatement Effective Date;

(vi) an opinion from Cleary Gottlieb Steen & Hamilton LLP, New York counsel to the Loan Parties, an opinion from Ice Miller LLP, Indiana counsel to the Loan Parties, an opinion from Richards, Layton & Finger, P.A., Delaware counsel to the Loan Parties, and an opinion from Edwards Wildman Palmer LLP, Florida counsel to the Loan Parties, in each case, or other counsel reasonably satisfactory to the Administrative Agent in the applicable jurisdictions, addressed to the Administrative Agent and the Lenders, and in form and substance reasonably satisfactory to the Administrative Agent;

(vii) a certificate attesting to the Solvency of Borrower and its Subsidiaries (taken as a whole) on the Restatement Effective Date after giving effect to the Amended and Restated Credit Agreement from the Chief Financial Officer of Borrower; and

(viii) copies of a recent lien and judgment search in each jurisdiction reasonably requested by the Administrative Agent with respect to the Loan Parties.

(b) The Administrative Agent and the Joint Bookrunners shall have received all fees and expenses required to be paid or reimbursed by Borrower as separately agreed between Borrower and the Joint Bookrunners.

SECTION 4. Fees and Expenses. Borrower covenants to pay on the Restatement Effective Date (or as promptly following the Restatement Effective Date as is practicable):

(i) to each Lender listed on Schedule 2.01A of the Amended and Restated Credit Agreement a fee in Dollars equal to 0.25% of the excess of (x) the aggregate principal amount of such Lender's New Revolving Credit Commitments on the Restatement Effective Date over (y) the aggregate principal amount of such Lender's Revolving Credit Commitments, if any, outstanding immediately prior to the Restatement Effective Date under the Original Credit Agreement;

(ii) to each Lender under the Original Credit Agreement that has executed a counterpart of this Amendment Agreement prior to (x) in the case of any Lender that does not hold any Euro Term Loans under and as defined in the Original Credit Agreement, 5:00 p.m., New York City time, on July 25, 2012 and (y) in the case of any Lender that holds any such Euro Term Loans, 2:00 p.m., London time, on July 26, 2012:

(A) a fee in Dollars equal to 0.10% of the aggregate principal amount of such Lender's Dollar Term Loans and Revolving Credit Commitments, in each case, under and as defined in the Original Credit Agreement on the Restatement Effective Date plus

(B) a fee in Euros equal to 0.10% of the aggregate principal amount of the aggregate principal amount of such Lender's Euro Term Loans under and as defined in the Original Credit Agreement on the Restatement Effective Date plus

(C) a fee in Dollars equal to 0.15% of the sum of (x) the principal amount of such Lender's Dollar Term B-1 Loans established on the Restatement Effective Date upon the effectiveness of the Amended and Restated Credit Agreement and (y) the lesser of (I) such Lender's New Revolving Credit Commitments established on the Restatement Effective Date upon the effectiveness of the Amended and Restated Credit Agreement and (II) the aggregate principal amount of such Lender's Revolving Credit Commitments, if any, outstanding immediately prior to the Restatement Effective Date under the Original Credit Agreement plus

(D) a fee in Euros equal to 0.15% of the aggregate principal amount of such Lender's Euro Term B-1 Loans established on the Restatement Effective Date upon the effectiveness of the Amended and Restated Credit Agreement.

SECTION 5. Further Assurances and Post-Closing Conditions. Subject to the provisions of the Collateral and Guarantee Requirement and any applicable limitations in any Loan Document, Borrower hereby agrees with the Administrative Agent to:

(a) upon reasonable request by the Administrative Agent (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative

Agent may reasonably request from time to time in order to carry out more effectively the purposes of the Collateral Documents;

(b) within 90 days after the Restatement Effective Date (or such longer period of time as may be agreed by the Administrative Agent), with respect to each existing Mortgage, provide the Administrative Agent with such documentation with respect to the Mortgaged Property, in each case in form and substance reasonably acceptable to the Administrative Agent, as shall confirm the enforceability, validity and perfection of the lien in favor of the Secured Parties after giving effect to the Amendment and Restatement, including, without limitation:

(i) execute or cause the applicable Loan Party to execute an amendment to each existing Mortgage (each, a **Mortgage Amendment**), and in form for recording in the recording office where such Mortgage was recorded, together with such certificates, affidavits, questionnaires or returns as shall be required in connection with the recording or filing thereof under applicable law, in each case in form and substance reasonably satisfactory to the Administrative Agent;

(ii) cause to be delivered a favorable opinion of counsel to the Loan Parties, addressed to the Administrative Agent and the Secured Parties party to the Credit Agreement covering, among other things, the due authorization, execution, delivery and enforceability of each Mortgage as amended by the applicable Mortgage Amendment, and otherwise in form and substance reasonably satisfactory to the Administrative Agent;

(iii) cause to be delivered a date down endorsement to each existing Mortgage Policy, which shall be in form and substance reasonably satisfactory to the Administrative Agent and reasonably assure the Administrative Agent as of the date of such endorsement that the Mortgaged Property subject to the lien of such Mortgage is free and clear of all defects and encumbrances except those Liens permitted under such Mortgage;

(iv) cause to be delivered to the Administrative Agent such affidavits, certificates, information and instruments of indemnification as shall be required to induce the title insurance company to issue the endorsements to the Mortgage Policies contemplated in this Section 5(b) and evidence of payment of all applicable title insurance premiums, search and examination charges, mortgage recording taxes and related charges required for the issuance of the endorsements to the Mortgage Policies contemplated in this Section 5(b); and

(v) provide to the Administrative Agent evidence of payment by Borrower of all search and examination charges escrow charges and related charges, mortgage recording taxes, fees, charges, costs and expenses required for the recording of the Mortgage Amendments referred to above.

(c) promptly after the Restatement Effective Date (or such longer period of time as may be agreed by the Administrative Agent) to the extent not provided prior to the Restatement Effective Date, provide to the Administrative Agent evidence that all insurance (including title insurance) required to be maintained pursuant to the Loan Documents has been obtained and is in effect and that the Administrative Agent has been named as loss payee and/or additional insured, as applicable, under each insurance policy with respect to such insurance as to which the Administrative Agent shall have requested to be so named.

SECTION 6. Representations and Warranties. Borrower and Holdings, jointly and severally, represents and warrants as follows as of the date hereof:

(a) The execution, delivery and performance by Borrower and Holdings of this Amendment Agreement have been duly authorized by all necessary corporate or other organizational action. The execution, delivery and performance by Borrower and Holdings of this Amendment Agreement will not (a) violate the organizational documents of any Loan Party, (b) violate any material law applicable to any Loan Party, (c) violate or result in a default under any material indenture, agreement or other instrument binding upon any Loan Party or its property, and (d) will not result in the creation or imposition of any Lien on any property of any Loan Party (other than as permitted under Section 7.01 of the Amended and Restated Credit Agreement); except with respect to any violation or default referred to in clauses (b) and (c), to the extent that such violation or default that would not reasonably be expected to result in a Material Adverse Effect.

(b) This Amendment Agreement has been duly executed and delivered by Borrower and Holdings. Each Loan Document to which any Loan Party is a party, after giving effect to the amendments pursuant to this Amendment Agreement, constitutes a legal, valid and binding obligation of each Loan Party party thereto, enforceable against such Loan Party 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 and principles of good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law.

(c) Upon the effectiveness of this Amendment Agreement, no Default or Event of Default shall exist.

(d) Each of the representations and warranties of Borrower and each other Loan Party contained in Article V of the Amended and Restated Credit Agreement or any other Loan Document, is true and correct in all material respects on and as of the date hereof; *provided* that, to the extent that such representations and warranties specifically refer to an earlier date, they are true and correct in all material respects as of such earlier date; *provided, further*, that any representation and warranty that is qualified as to materiality or Material Adverse Effect is true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

SECTION 7. Reference to and Effect on the Original Credit Agreement and the Loan Documents.

(a) Except as expressly set forth herein or in the Amended and Restated Credit Agreement, this Amendment Agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders, the Administrative Agent, Borrower or the other Loan Parties under the Original Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Original Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of the Loan Parties under the Loan Documents, in each case, as amended by this Amendment Agreement.

(b) On and after the effectiveness of this Amendment Agreement, each reference to the Credit Agreement in any other Loan Document shall mean and be a reference to the Amended and Restated Credit Agreement.

SECTION 8. Execution in Counterparts. This Amendment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this Amendment Agreement shall be effective as delivery of an original executed counterpart of this Amendment Agreement.

SECTION 9. Successors. The terms of this Amendment Agreement shall be binding upon, and shall inure for the benefit of, the parties hereto and their respective successors and assigns.

SECTION 10. Governing Law. This Amendment Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[The remainder of this page is intentionally left blank]

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

BIOMET, INC.

By: /s/ Daniel Florin
Name: Daniel Florin
Title: Senior Vice President and Chief

Financial Officer

[Restatement Agreement]

LVB Acquisition, Inc.

By: /s/ Daniel P. Florin

Name: David P. Florin

Title: Senior Vice President and Chief

Financial Officer

[Restatement Agreement]

BANK OF AMERICA, N.A., as Administrative

Agent, Swing Line Lender, L/C Issuer and as a

Lender

By: /s/ David Strickert

Name: David Strickert

Title: Managing Director

[Restatement Agreement]

Lender Signature Page to the Amendment Agreement

The undersigned hereby consents to the terms of the Amendment Agreement and, to the extent indicated below, submits the amount indicated below of its outstanding (i) Euro Term Loans for conversion to Euro Term B-1 Loans and (ii) Dollar Term Loans for conversion to Dollar Term B-1 Loans (it being understood that if the Lender has not made an election below, it will be deemed to have declined to convert any of its Term Loans).

Goldman Sachs Lending Partners LLC,

as a Lender,

By: /s/ Sean Meeker

Name: Sean Meeker

Title: Authorized Signatory

For Extensions of existing Dollar Term Loans:

\$ 924,322.61 (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if **all** Dollar Term Loans are being converted)

For Extensions of existing Euro Term Loans:

0 (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if **all** Euro Term Loans are being converted)

[Amendment Agreement]

Lender Signature Page to the Amendment Agreement

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JPMorgan Chase Bank, N.A.

as a Lender,

By: /s/ Vanessa Chiu
Name: Vanessa Chiu
Title: Executive Director

By:
Name:
Title:

For Extensions of existing Dollar Term Loans:

\$ _____ (if less than all Dollar Term Loans are being converted); or
" Entire Amount (check box if all Dollar Term Loans are being converted)

For Extensions of existing Euro Term Loans:

_____ (if less than all Euro Term Loans are being converted); or
" Entire Amount (check box if all Euro Term Loans are being converted)

[Amendment Agreement]

Lender Signature Page to the Amendment Agreement

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Wells Fargo Bank N.A.

as a Lender,

By: /s/ Ross M. Berger
Name: Ross M. Berger
Title: Managing Director

[By:
Name:
Title:]

For Extensions of existing Dollar Term Loans:

\$ _____ (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

For Extensions of existing Euro Term Loans:

_____ (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)

[Amendment Agreement]

Lender Signature Page to the Amendment Agreement

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BARCLAYS BANK PLC,
as a Lender,

By: /s/ Vanessa A. Kurbatskiy
Name: Vanessa A. Kurbatskiy
Title: Vice President

For Extensions of existing Dollar Term Loans:

\$_____ (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

For Extensions of existing Euro Term Loans:

(if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)

[Amendment Agreement]

Lender Signature Page to the Amendment Agreement

The undersigned hereby consents to the terms of the Amendment Agreement and, to the extent indicated below, submits the amount indicated below of its outstanding (i) Euro Term Loans for conversion to Term B-1 Loans and (ii) Dollar Term Loans for conversion to Dollar Term B-1 Loans (it being understood that if the Lender has not made an election below, it will be deemed to have declined to convert any of its Term Loans).

CITIBANK, N.A.,

as a Lender,

By: /s/ Alvaro De Velasco
Name: Alvaro De Velasco
Title: Vice President

For Extensions of existing Dollar Term Loans:

\$1,088,571.36 (if less than all Dollar Term Loans being converted); or
 Entire Amount (check box if all Dollar Term Loans are being converted)

For Extensions of existing Euro Term Loans:

_____ (if less than all Euro Term Loans are being converted); or
 Entire Amount (check box if all Euro Term Loans are being converted)

[Amendment Agreement]

Lender Signature Page to the Amendment Agreement

The undersigned hereby consents to the terms of the Amendment Agreement and, to the extent indicated below, submits the amount indicated below of its outstanding (i) Euro Term Loans for conversion to Euro Term B-1 Loans and (ii) Dollar Term Loans for conversion to Dollar Term B-1 Loans (it being understood that if the Lender has not made an election below, it will be deemed to have declined to convert any of its Term Loans).

UBS Loan Finance LLC,

as a Lender,

By: /s/ Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director

By /s/ Mary E. Evans
Name: Mary E. Evans
Title: Associate Director

[Amendment Agreement]

Lender Signature Page to the Amendment Agreement

The undersigned hereby consents to the terms of the Amendment Agreement and, to the extent indicated below, submits the amount indicated below of its outstanding (i) Euro Term Loans for conversion to Euro Term B-1 Loans and (ii) Dollar Term Loans for conversion to Dollar Term B-1 Loans (it being understood that if the Lender has not made an election below, it will be deemed to have declined to convert any of its Term Loans).

[SUMITOMO MITSUI BANKING CORPORATION],¹

as a Lender,

By: /s/ Shuji Yabe
Name: Shuji Yabe
Title: Managing Director

[By:
Name:
Title]

For Extensions of existing Dollar Term Loans:

\$ 0 (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

For Extensions of existing Euro Term Loans:

0 (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)

¹ For Lenders that are funds managed by a common investment adviser, a separate signature page must be completed for each such fund.

[Amendment Agreement]

Lender Signature Page to the Amendment Agreement

The undersigned hereby consents to the terms of the Amendment Agreement and, to the extent indicated below, submits the amount indicated below of its outstanding (i) Euro Term Loans for conversion to Euro Term B-1 Loans and (ii) Dollar Term Loans for conversion to Dollar Term B-1 Loans (it being understood that if the Lender has not made an election below, it will be deemed to have declined to convert any of its Term Loans).

ROYAL BANK OF CANADA,

as a Lender,

By: /s/ Scott MacVicar
Name: Scott MacVicar
Title: Authorized Signatory

[Amendment Agreement]

Lender Signature Page to the Amendment Agreement

The undersigned hereby consents to the terms of the Amendment Agreement and, to the extent indicated below, submits the amount indicated below of its outstanding (i) Euro Term Loans for conversion to Euro Term B-1 Loans and (ii) Dollar Term Loans for conversion to Dollar Term B-1 Loans (it being understood that if the Lender has not made an election below, it will be deemed to have declined to convert any of its Term Loans).

NATIXIS, NEW YORK BRANCH,¹

as a Lender,

By: /s/ David Zimbalist
Name: David Zimbalist
Title: Managing Director

By: /s/ Ronald Lee
Name: Ronald Lee
Title: Vice President

For Extensions of existing Dollar Term Loans:

\$ _____ (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

For Extensions of existing Euro Term Loans:

_____ (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)

¹ For Lenders that are funds managed by a common investment adviser, a separate signature page must be completed for each such fund.

[Amendment Agreement]

Lender Signature Page to the Amendment Agreement

The undersigned hereby consents to the terms of the Amendment Agreement and, to the extent indicated below, submits the amount indicated below of its outstanding (i) Euro Term Loans for conversion to Euro Term B-1 Loans and (ii) Dollar Term Loans for conversion to Dollar Term B-1 Loans (it being understood that if the Lender has not made an election below, it will be deemed to have declined to convert any of its Term Loans).

HSBC Bank USA, N.A.,¹

as a Lender,

By: /s/ A. Richard Jackson
Name: A. Richard Jackson
Title: Co-Head of LAF, Americas

For Extensions of existing Dollar Term Loans:

\$ NA (if less than all Dollar Term Loans are being converted); or
" Entire Amount (check box if all Dollar Term Loans are being converted)

For Extensions of existing Euro Term Loans:

NA (if less than all Euro Term Loans are being converted); or
" Entire Amount (check box if all Euro Term Loans are being converted)

¹ For Lenders that are funds managed by a common investment adviser, a separate signature page must be completed for each such fund.

[Amendment Agreement]

Lender Signature Page to the Amendment Agreement

The undersigned hereby consents to the terms of the Amendment Agreement and, to the extent indicated below, submits the amount indicated below of its outstanding (i) Euro Term Loans for conversion to Euro Term B-1 Loans and (ii) Dollar Term Loans for conversion to Dollar Term B-1 Loans (it being understood that if the Lender has not made an election below, it will be deemed to have declined to convert any of its Term Loans).

ING CAPITAL LLC,

as a Lender,

By: /s/ Darren Wells
Name: Darren Wells
Title: Managing Director

[By:
Name:
Title:]

For Extensions of existing Dollar Term Loans:

\$_____ (if less than all Dollar Term Loans are being converted); or

Entire Amount (check box if all Dollar Term Loans are being converted)

For Extensions of existing Euro Term Loans:

_____ (if less than all Euro Term Loans are being converted); or

Entire Amount (check box if all Euro Term Loans are being converted)

ANNEX A

AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of September 25, 2007,

as amended and restated as of August 2, 2012

among

BIOMET, INC.,

as Borrower,

LVB ACQUISITION, INC.,

as Holdings,

BANK OF AMERICA, N.A.,

as Administrative Agent, Swing Line Lender

and L/C Issuer,

and

THE OTHER LENDERS PARTY HERETO

CITICORP NORTH AMERICA, INC.,

as Syndication Agent,

JPMORGAN CHASE BANK, N.A.,

WELLS FARGO SECURITIES, LLC,

BARCLAYS BANK PLC and

GOLDMAN SACHS CREDIT PARTNERS L.P.,

as Documentation Agents,

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED and

Edgar Filing: BIOMET INC - Form 424B3

CITIGROUP GLOBAL MARKETS INC.,

as Joint Lead Arrangers,

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,

CITIGROUP GLOBAL MARKETS INC.,

BARCLAYS BANK PLC,

GOLDMAN SACHS CREDIT PARTNERS L.P.,

J.P. MORGAN SECURITIES LLC and

WELLS FARGO SECURITIES, LLC,

as Joint Bookrunners

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I-2 Form of Amended and Restated ABL Intercreditor Agreement
J-1 Term Sheet for Pari Passu Intercreditor Agreement
J-2 Term Sheet for Junior Lien Intercreditor Agreement

CREDIT AGREEMENT

This AMENDED AND RESTATED CREDIT AGREEMENT (**Agreement**) is entered into as of September 25, 2007, as amended and restated as of August 2, 2012, among BIOMET, INC., an Indiana corporation (the **Borrower**), LVB ACQUISITION, INC., a Delaware corporation (**Holdings**), BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and each lender from time to time party hereto (collectively, the **Lenders** and individually, a **Lender**).

PRELIMINARY STATEMENTS

Pursuant to the Merger Agreement (as this and other capitalized terms used in these preliminary statements are defined in Section 1.01 below), LVB Acquisition Merger Sub, Inc. (**Merger Sub**), an Indiana corporation and a direct wholly owned subsidiary of Holdings, consummated an offer to purchase (together with any extensions and/or subsequent offering periods, the **Offer**) all outstanding shares of common stock, without par value of the Borrower, at an offer price of \$46.00 per share. Following the consummation of the Offer and substantially simultaneously with the initial Borrowings under this Agreement, Merger Sub merged (the **Merger**) with and into the Borrower, with (i) the Merger Consideration being paid, and (ii) the Borrower surviving as a wholly owned subsidiary of Holdings.

In connection with the transactions described above, the Borrower requested that the Lenders extend credit to the Borrower in the form of (i) Dollar Term Loans in an initial aggregate Dollar Amount of \$2,340,000,000, (ii) Euro Term Loans in an initial aggregate amount of 875,000,000, (iii) a dollar-denominated revolving credit facility in an initial aggregate Dollar Amount of \$200,000,000 and (iv) an alternative currency revolving credit facility in an initial aggregate Dollar Amount of \$200,000,000, in each case under the Original Credit Agreement (as defined herein).

In connection with the foregoing, the Original Credit Agreement was entered into by the parties thereto.

The parties to the Amendment wish to amend and restate the Original Credit Agreement on the terms set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

Definitions and Accounting Terms

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

2007 Transaction means, collectively, (a) the Equity Contribution, (b) the Offer and the Merger, (c) the issuance of the Senior Notes and the Senior Subordinated Notes, (d) the funding of the Term Loans and the initial revolving borrowing under the Original Credit

Agreement on the Closing Date, (e) the funding of the ABL Loans on the Closing Date, if any, (f) the funding of the loans under the Senior Interim Loan Facility and the Senior Subordinated Interim Loan Facility on the Closing Date, if any, (g) the repayment of the Tender Offer Facility on the Closing Date, (h) the consummation of any other transactions in connection with the foregoing and (i) the payment of the fees and expenses incurred in connection with any of the foregoing.

ABL Administrative Agent means Bank of America in its capacity as administrative agent and collateral agent under the ABL Credit Agreement, or any successor administrative agent and collateral agent under the ABL Credit Agreement.

ABL Credit Agreement means that certain asset-based revolving credit agreement dated as of the Closing Date, among the Borrower, Holdings, the subsidiary borrowers party thereto, the lenders party thereto and Bank of America, as administrative agent and collateral agent, as the same may be amended, modified, replaced or refinanced (including any such amendment, modification, replacement or refinancing pursuant to which one or more Foreign Subsidiaries of the Borrower are obligors thereunder and the Borrower, Holdings and the subsidiary borrowers party thereto guarantee the obligations of such Foreign Subsidiaries thereunder (with such guarantees being secured by the Current Assets Collateral of such guarantors)) to the extent permitted by the ABL Intercreditor Agreement.

ABL Facilities means the asset-based revolving credit facilities under the ABL Credit Agreement.

ABL Intercreditor Agreement means the intercreditor agreement dated as of the Closing Date among the Borrower, the Administrative Agent and the ABL Administrative Agent (*provided* that the Lenders hereby authorize and instruct the Administrative Agent, upon request of the Borrower, to enter into an amendment and restatement of such agreement in substantially the form attached hereto as Exhibit I-2 (with technical modifications as may be agreed by the Borrower and the Administrative Agent) without any further consent of any Lender and, in such event, the ABL Intercreditor Agreement shall thereafter refer to such amended and restated intercreditor agreement) as amended, restated, supplemented or otherwise modified from time to time in accordance therewith and herewith.

Acquired EBITDA means, with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Acquired Entity or Business or Converted Restricted Subsidiary (determined using such definitions as if references to the Borrower and the Restricted Subsidiaries therein were to such Acquired Entity or Business and its Subsidiaries or such Converted Restricted Subsidiary and its Subsidiaries, as the case may be), all as determined on a consolidated basis for such Acquired Entity or Business or Converted Restricted Subsidiary.

Acquired Entity or Business has the meaning specified in the definition of the term Consolidated EBITDA.

Additional Revolving Lender means, at any time, any bank or other financial institution that agrees to provide any portion of any (a) Incremental Revolving Loan or

Revolving Commitment Increase pursuant to an Incremental Revolving Facility Amendment in accordance with Section 2.14 or (b) Credit Agreement Refinancing Indebtedness pursuant to a Refinancing Amendment in accordance with Section 2.15; *provided* that each Additional Revolving Lender shall be subject to the approval of the Administrative Agent and each Principal L/C Issuer if a consent would be required from such Person under Section 10.07(b) for an assignment of Revolving Credit Loans or Revolving Credit Commitments, as applicable, to such bank or financial institution (each such approval not to be unreasonably withheld or delayed) and the Borrower.

Additional Term Lender means, at any time, any bank or other financial institution that agrees to provide any portion of any (a) Incremental Term Loan or Term Commitment Increase pursuant to an Incremental Term Facility Amendment in accordance with Section 2.14 or (b) Credit Agreement Refinancing Indebtedness pursuant to a Refinancing Amendment in accordance with Section 2.15; *provided* that each Additional Term Lender (other than any Person that is a Lender, an Affiliate of a Lender or an Approved Fund of a Lender at such time) shall be subject to the approval of the Administrative Agent if such consent would be required under Section 10.07(b) for an assignment of Term Loans or Term Commitments, as applicable, to such bank or financial institution (such approval not to be unreasonably withheld or delayed) and the Borrower.

Additional Notes has the meaning assigned to such term in Section 7.03(s)

Administrative Agent means Bank of America, in its capacity as administrative agent and collateral agent under the Loan Documents, or any successor administrative agent and collateral agent.

Administrative Agent's Office means, with respect to any currency, the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02 with respect to such currency, or such other address or account with respect to such currency as the Administrative Agent may from time to time notify the Borrower and the Lenders.

Administrative Questionnaire means an Administrative Questionnaire in a form supplied by the Administrative Agent.

Affiliate means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

Controlling and Controlled have meanings correlative thereto. For the avoidance of doubt, none of the Arrangers, the Agents, their respective lending affiliates or any entity acting as an L/C Issuer hereunder shall be deemed to be an Affiliate of Holdings, the Borrower or any of their respective Subsidiaries.

Agent-Related Persons means the Agents, together with their respective Affiliates, and the officers, members, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

Agents means, collectively, the Administrative Agent, the Syndication Agent, the Documentation Agents, the Supplemental Administrative Agents (if any), the Joint Bookrunners and the Arrangers.

Aggregate Commitments means the Commitments of all the Lenders.

Agreement means this Credit Agreement, as amended, restated, modified or supplemented from time to time in accordance with the terms hereof.

Agreement Currency has the meaning specified in Section 10.18.

Alternative Currency means Sterling, Euros, Yen and each other currency (other than Dollars) that is approved in accordance with Section 1.07.

Alternative Currency Equivalent means, at any time, with respect to any amount denominated in Dollars, the equivalent amount thereof in the applicable Alternative Currency as determined by the Administrative Agent or the Alternative Currency L/C Issuer, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of such Alternative Currency with Dollars.

Alternative Currency L/C Advance means, with respect to each Alternative Currency Revolving Credit Lender with a risk participation in a specified Alternative Currency Letter of Credit, such Lender's funding of its participation in any Alternative Currency L/C Borrowing thereunder in accordance with its Pro Rata Share. All Alternative Currency L/C Advances shall be denominated in Dollars.

Alternative Currency L/C Borrowing means an extension of credit resulting from a drawing under any Alternative Currency Letter of Credit that has not been reimbursed on the applicable Honor Date or refinanced as an Alternative Currency Revolving Credit Borrowing. All Alternative Currency L/C Borrowings shall be denominated in Dollars.

Alternative Currency L/C Credit Extension means, with respect to any Alternative Currency Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the renewal or increase of the amount thereof.

Alternative Currency L/C Issuer means Bank of America and any other Lender that becomes an Alternative Currency L/C Issuer in accordance with Section 2.03(l) or 10.07(j), in each case, in its capacity as an issuer of Alternative Currency Letters of Credit hereunder, or any successor issuer of Alternative Currency Letters of Credit hereunder.

Alternative Currency L/C Obligations means, as at any date of determination, the aggregate maximum amount then available to be drawn under all outstanding Alternative Currency Letters of Credit (whether or not (i) such maximum amount is then in effect under any such Alternative Currency Letter of Credit if such maximum amount increases periodically pursuant to the terms of such Alternative Currency Letter of Credit or (ii) the conditions to drawing can then be satisfied) plus the aggregate of all Unreimbursed Amounts in respect of Alternative Currency Letters of Credit, including all Alternative Currency L/C Borrowings. For all purposes of this Agreement, if on any date of determination a Letter of

Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be outstanding in the amount so remaining available to be drawn.

Alternative Currency Letter of Credit means a Letter of Credit denominated in Dollars or an Alternative Currency and issued pursuant to Section 2.03(a)(i)(B).

Alternative Currency Revolving Commitment Increase shall have the meaning specified in Section 2.14(a).

Alternative Currency Revolving Commitment Increase Lender has the meaning specified in Section 2.14(c).

Alternative Currency Revolving Credit Borrowing means a borrowing consisting of Alternative Currency Revolving Credit Loans of the same Class and Type, denominated in the same currency and having the same Interest Period made by each of the Alternative Currency Revolving Credit Lenders of the applicable Class pursuant to Section 2.01(b).

Alternative Currency Revolving Credit Commitment means, an Extended Alternative Currency Revolving Credit Commitment, an Incremental Alternative Currency Revolving Credit Commitment, an Other Revolving Credit Commitment (to the extent available for Other Revolving Loans denominated in Dollars and Alternative Currencies) and/or a New Alternative Currency Revolving Credit Commitment, as the context may require.

Alternative Currency Revolving Credit Exposure means, as to each Alternative Currency Revolving Credit Lender with a specified Class of Alternative Currency Revolving Credit Commitments, the sum of the Outstanding Amount of such Alternative Currency Revolving Credit Lender's Alternative Currency Revolving Credit Loans made pursuant to such Class of Commitments and its Pro Rata Share of the Alternative Currency L/C Obligations in respect of Letters of Credit issued pursuant to such Commitments at such time.

Alternative Currency Revolving Credit Facility means, at any time, each Class of Alternative Currency Revolving Credit Commitments at such time, as a separate Alternative Currency Revolving Credit Facility hereunder.

Alternative Currency Revolving Credit Lender means, at any time, any Lender that has an Alternative Currency Revolving Credit Commitment and/or Alternative Currency Revolving Credit Exposure at such time.

Alternative Currency Revolving Credit Loan has the meaning specified in Section 2.01(b)(ii).

Alternative Currency Revolving Credit Note means a promissory note of the Borrower payable to any Alternative Currency Revolving Credit Lender or its registered assigns, in substantially the form of Exhibit C-4 (with such modifications thereto as may be necessary to reflect differing Classes of Alternative Currency Revolving Credit Loans), evidencing the aggregate Indebtedness of the Borrower to such Alternative Currency Revolving Credit Lender

resulting from the Alternative Currency Revolving Credit Loans of a given Class made by such Alternative Currency Revolving Credit Lender.

Amendment means that certain Amendment and Restatement Agreement, dated as of August 2, 2012, among Holdings, the Borrower, each of the other Loan Parties, the various Lenders party thereto, the Administrative Agent, the Swing Line Lender and the L/C Issuer.

Annual Financial Statements means the consolidated balance sheets of the Borrower as of each of May 31, 2007, 2006 and 2005, and the related consolidated and combined statements of operations, business/stockholders' equity and cash flows for the Borrower for the fiscal years then ended.

Applicable Rate means a percentage per annum equal to (a)(i) for Eurocurrency Rate Loans that are Euro Term B Loans or Dollar Term B Loans, 3.00%, (ii) for Base Rate Loans that are Dollar Term B Loans, 2.00%, (iii) for Eurocurrency Rate Loans that are Euro Term B-1 Loans, 4.00%, (iv) for Eurocurrency Rate Loans that are Dollar Term B-1 Loans, 3.75%, (v) for Base Rate Loans that are Dollar Term B-1 Loans, 2.75% and (b)(i) until delivery of financial statements for the first full fiscal quarter commencing on or after the Restatement Effective Date pursuant to Section 6.01, (A) for Eurocurrency Rate Loans that are Revolving Credit Loans, 3.50%, (B) for Base Rate Loans that are Revolving Credit Loans, 2.50%, (C) for Letter of Credit fees, 3.50% less the fronting fee payable in respect of the applicable Letter of Credit, and (D) for commitment fees, 0.50%, and (ii) thereafter, the following percentages per annum, based upon the Senior Secured Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(a):

Applicable Rate

Pricing Level	Senior Secured Leverage Ratio	Eurocurrency Rate	Base Rate	Commitment Fee Rate
		Revolving Credit Loans and Letter of Credit Fees	Revolving Credit Loans	
1	≥2.50 to 1.0	3.50%	2.50%	0.500%
2	<2.50 to 1.0 but ≥2.0 to 1.0	3.25%	2.25%	0.500%
3	<2.0 to 1.0	3.00%	2.00%	0.375%

Any increase or decrease in the Applicable Rate resulting from a change in the Senior Secured Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.02(a); *provided* that at the option of the Required Facility Lenders in respect of the Revolving Credit Facilities, the highest pricing level shall apply as of the first Business Day after the date on which a Compliance Certificate was required to have been delivered but was not delivered, and shall continue to so apply to and including the date on which such Compliance Certificate is so delivered (and thereafter the pricing level otherwise determined in accordance with this definition shall apply).

Notwithstanding anything to the contrary contained above in this definition or elsewhere in this Agreement, if it is subsequently determined that the Senior Secured Leverage

Ratio set forth in any Compliance Certificate delivered to the Administrative Agent is inaccurate for any reason and the result thereof is that the Lenders received interest or fees for any period based on an Applicable Rate that is less than that which would have been applicable had the Senior Secured Leverage Ratio been accurately determined, then, for all purposes of this Agreement, the Applicable Rate for any day occurring within the period covered by such Compliance Certificate shall retroactively be deemed to be the relevant percentage as based upon the accurately determined Senior Secured Leverage Ratio for such period, and any shortfall in the interest or fees theretofore paid by the Borrower for the relevant period pursuant to Sections 2.08 and 2.09 as a result of the miscalculation of the Senior Secured Leverage Ratio shall be deemed to be (and shall be) due and payable under the relevant provisions of Section 2.08 or 2.09, as applicable, at the time the interest or fees for such period were required to be paid pursuant to said Section (and shall remain due and payable until paid in full, together with all amounts owing under Section 2.08, in accordance with the terms of this Agreement).

Applicable Time means, with respect to any borrowings and payments in any Alternative Currency, the local time in the place of settlement for such Alternative Currency as may be determined by the Administrative Agent or the Alternative Currency L/C Issuer, as the case may be, to be necessary for timely settlement on the relevant date in accordance with normal banking procedures in the place of payment.

Appropriate Lender means, at any time, (a) with respect to Loans of any Class, the Lenders of such Class, (b) with respect to any Letters of Credit, (i) the relevant L/C Issuer and (ii)(x) with respect to any Dollar Letters of Credit issued pursuant to Section 2.03(a) under any Dollar Revolving Credit Facility, the Dollar Revolving Credit Lenders under such Dollar Revolving Credit Facility and (y) with respect to any Alternative Currency Letters of Credit under any Alternative Currency Revolving Credit Facility issued pursuant to Section 2.03(a), the Alternative Currency Revolving Credit Lenders under such Alternative Currency Revolving Credit Facility and (c) with respect to the Swing Line Facility, (i) the Swing Line Lender and (ii) if any Swing Line Loans are outstanding pursuant to Section 2.04(a) under any Dollar Revolving Credit Facility, the Dollar Revolving Credit Lenders under such Dollar Revolving Credit Facility.

Approved Fund means, with respect to any Lender, any Fund that is administered, advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages such Lender.

Arrangers means Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc., each in its capacity as a Joint Lead Arranger under this Agreement.

Assignees has the meaning specified in Section 10.07(b).

Assignment and Assumption means an Assignment and Assumption substantially in the form of Exhibit E or any other form approved by the Administrative Agent, with adjustments thereto (including, without limitation, to Section 5 thereof) to reflect the Classes of Commitments and/or Loans being assigned or outstanding at the time of the respective assignment.

Attorney Costs means all reasonable fees, expenses and disbursements of any law firm or other external legal counsel.

Attributable Indebtedness means, on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

Auto-Renewal Letter of Credit has the meaning specified in Section 2.03(b)(iii).

Available Amount means, at any time (the **Reference Date**), the sum of:

(i) an amount (which amount shall not be less than zero) equal to the greater of (A) 50% (which percentage shall be increased to 75% for any period when the Senior Secured Leverage Ratio is less than or equal to 3.75 to 1.00) of Consolidated Net Income of the Borrower and the Restricted Subsidiaries for the Available Amount Reference Period and (B)(x) the cumulative amount of Excess Cash Flow of the Borrower and the Restricted Subsidiaries for the Available Amount Reference Period minus (y) the portion of such Excess Cash Flow that has been (or is required to be) applied to the prepayment of Term Loans in accordance with Section 2.05(b)(i); plus

(ii) other than for purposes of determining the amount of Restricted Payments permitted to be made pursuant to Section 7.06(l)(ii), the aggregate amount of Retained Declined Proceeds retained by the Borrower during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date; plus

(iii) the amount of any capital contributions or Net Cash Proceeds from Permitted Equity Issuances (or issuances of debt securities that have been converted into or exchanged for Qualified Equity Interests) (other than the Equity Contribution) received or made by the Borrower (or any direct or indirect parent thereof and contributed by such parent to the Borrower) during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date; plus

(iv) to the extent not (A) already included in the calculation of Consolidated Net Income of the Borrower and the Restricted Subsidiaries or (B) already reflected as a return of capital with respect to such Investment for purposes of determining the amount of such Investment, the aggregate amount of all cash dividends and other cash distributions received by the Borrower or any Restricted Subsidiary from any Minority Investments or Unrestricted Subsidiaries during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date; plus

(v) to the extent not (A) already included in the calculation of Consolidated Net Income of the Borrower and the Restricted Subsidiaries or (B) already reflected as a return of capital with respect to such Investment for purposes of determining the amount of such Investment, the aggregate amount of all cash repayments of principal received by

the Borrower or any Restricted Subsidiary from any Minority Investments or Unrestricted Subsidiaries during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date in respect of loans or advances made by the Borrower or any Restricted Subsidiary to such Minority Investments or Unrestricted Subsidiaries; plus

(vi) to the extent not (A) already included in the calculation of Consolidated Net Income of the Borrower and the Restricted Subsidiaries, (B) already reflected as a return of capital with respect to such Investment for purposes of determining the amount of such Investment or (C) required to be applied to prepay Term Loans in accordance with Section 2.05(b)(ii), the aggregate amount of all Net Cash Proceeds received by the Borrower or any Restricted Subsidiary in connection with the sale, transfer or other disposition of its ownership interest in any Minority Investment or Unrestricted Subsidiary during the period from and including the Business Day immediately following the Closing Date through and including the Reference Date; minus

(vii) the aggregate amount of any Investments made pursuant to Section 7.02(d)(iv)(B)(y), 7.02(j)(B)(ii) and Section 7.02(o)(ii), any Restricted Payment made pursuant to Section 7.06(l)(ii) or any payment made pursuant to Section 7.12(a)(i)(D)(2) during the period commencing on the Closing Date and ending on the Reference Date (and, for purposes of this clause (vii), without taking account of the intended usage of the Available Amount on such Reference Date).

Available Amount Reference Period means, with respect to any Reference Date, the period commencing on September 1, 2007 and ending on the last day of the most recent fiscal quarter or fiscal year, as applicable, for which financial statements required to be delivered pursuant to Section 6.01(a) or Section 6.01(b), and the related Compliance Certificate required to be delivered pursuant to Section 6.02(a), have been received by the Administrative Agent.

Bank of America means Bank of America, N.A.

Base Rate means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1% and (b) the rate of interest in effect for such day as publicly announced from time to time by the Administrative Agent as its prime rate at its principal office in New York City and (c) the Eurocurrency Rate plus 1%. The prime rate is a rate set by the Administrative Agent based upon various factors including the Administrative Agent's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in the Base Rate due to change in such rate announced by the Administrative Agent or in the Federal Funds Rate or in the Eurocurrency Rate shall take effect at the opening of business on the day specified in the public announcement of such change.

Base Rate Loan means a Loan that bears interest based on the Base Rate.

Borrower has the meaning specified in the introductory paragraph to this Agreement.

Borrower Materials has the meaning specified in Section 6.02.

Borrowing means a Revolving Credit Borrowing, a Swing Line Borrowing or a Term Borrowing, as the context may require.

Business Day means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the jurisdiction where the Administrative Agent's Office with respect to Obligations denominated in Dollars is located and:

(a) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan denominated in Dollars, any fundings, disbursements, settlements and payments in Dollars in respect of any such Eurocurrency Rate Loan, or any other dealings in Dollars to be carried out pursuant to this Agreement in respect of any such Eurocurrency Rate Loan, means any such day on which dealings in deposits in Dollars are conducted by and between banks in the London interbank eurodollar market;

(b) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan denominated in Euros, any fundings, disbursements, settlements and payments in Euros in respect of any such Eurocurrency Rate Loan, or any other dealings in Euros to be carried out pursuant to this Agreement in respect of any such Eurocurrency Rate Loan, means a TARGET Day;

(c) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan denominated in a currency other than Dollars or Euros, means any such day on which dealings in deposits in the relevant currency are conducted by and between banks in the London or other applicable offshore interbank market for such currency; and

(d) if such day relates to any fundings, disbursements, settlements and payments in a currency other than Dollars or Euros in respect of a Eurocurrency Rate Loan denominated in a currency other than Dollars or Euros, or any other dealings in any currency other than Dollars or Euros to be carried out pursuant to this Agreement in respect of any such Eurocurrency Rate Loan (other than any interest rate settings), means any such day on which banks are open for foreign exchange business in the principal financial center of the country of such currency.

Capital Expenditures means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events all amounts expended or capitalized under Capitalized Leases) by the Borrower and the Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as capital expenditures on the consolidated statement of cash flows of the Borrower and the Restricted Subsidiaries.

Capitalized Lease Obligation means, at the time any determination thereof is to be made, the amount of the liability in respect of a Capitalized Lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP.

Capitalized Leases means all leases that have been or are required to be, in accordance with GAAP, recorded as capitalized leases; *provided* that for all purposes hereunder the amount of obligations under any Capitalized Lease shall be the amount thereof accounted for as a liability in accordance with GAAP.

Cash Collateral has the meaning specified in Section 2.03(g).

Cash Collateral Account means a blocked account at Bank of America (or any successor Administrative Agent) in the name of the Administrative Agent and under the sole dominion and control of the Administrative Agent, and otherwise established in a manner satisfactory to the Administrative Agent.

Cash Collateralize has the meaning specified in Section 2.03(g).

Cash Equivalents means any of the following types of Investments, to the extent owned by the Borrower or any Restricted Subsidiary:

(1) Dollars;

(2) (a) Canadian Dollars, Yen, Sterling, Euros or any national currency of any participating member state of the EMU or (b) in the case of any Foreign Subsidiary that is a Restricted Subsidiary, such local currencies held by it from time to time in the ordinary course of business;

(3) securities issued or directly and fully and unconditionally guaranteed or insured by the United States government or any agency or instrumentality thereof the securities of which are unconditionally guaranteed as a full faith and credit obligation of such government with maturities of 24 months or less from the date of acquisition;

(4) certificates of deposit, time deposits and eurodollar time deposits with maturities of two years or less from the date of acquisition, bankers acceptances with maturities not exceeding two years and overnight bank deposits, in each case with any domestic or foreign commercial bank having capital and surplus of not less than \$500,000,000 in the case of U.S. banks and \$100,000,000 (or the Dollar equivalent as of the date of determination) in the case of non-U.S. banks;

(5) repurchase obligations for underlying securities of the types described in clauses (3), (4) and (7) entered into with any financial institution meeting the qualifications specified in clause (4) above;

(6) commercial paper rated at least P-2 by Moody's or at least A-2 by S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Borrower) and in each case maturing within 24 months after the date of creation thereof and Indebtedness or preferred stock issued by Persons with a rating of A or higher from S&P or A2 or higher from Moody's with maturities of 24 months or less from the date of acquisition;

(7) marketable short-term money market and similar funds having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Borrower);

(8) readily marketable direct obligations issued by any state, commonwealth or territory of the United States or any political subdivision or taxing authority thereof having an Investment Grade Rating from either Moody's or S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Borrower) with maturities of 24 months or less from the date of acquisition;

(9) readily marketable direct obligations issued by any foreign government or any political subdivision or public instrumentality thereof, in each case having an Investment Grade Rating from either Moody's or S&P with maturities of 24 months or less from the date of acquisition (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Borrower);

(10) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated AAA- (or the equivalent thereof) or better by S&P or Aaa3 (or the equivalent thereof) or better by Moody's (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Borrower); and

(11) investment funds investing at least 90% of their assets in securities of the types described in clauses (1) through (10) above.

In the case of Investments by any Foreign Subsidiary that is a Restricted Subsidiary or Investments made in a country outside the United States of America, Cash Equivalents shall also include (i) investments of the type and maturity described in clauses (1) through (9) and clause (11) above of foreign obligors, which Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (ii) other short-term investments utilized by Foreign Subsidiaries that are Restricted Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in clauses (1) through (11) and in this paragraph.

Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clauses (1) and (2) above, *provided* that such amounts are converted into any currency listed in clauses (1) and (2) as promptly as practicable and in any event within ten Business Days following the receipt of such amounts.

Cash Management Bank means any Person that is a Lender or an Affiliate of a Lender on the Closing Date or at the time it provides any Cash Management Services, whether or not such Person subsequently ceases to be a Lender or an Affiliate of a Lender.

Cash Management Obligations means obligations owed by the Borrower or any Restricted Subsidiary to any Cash Management Bank in respect of or in connection with any Cash Management Services.

Cash Management Services means any agreement or arrangement to provide cash management services, including treasury, depository, overdraft, credit or debit card, purchase card, electronic funds transfer and other cash management arrangements.

Casualty Event means any event that gives rise to the receipt by the Borrower or any Restricted Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

Change of Control means the earliest to occur of:

(a) (i) at any time prior to the consummation of a Qualifying IPO, the Permitted Holders ceasing to own, in the aggregate, directly or indirectly, beneficially and of record, at least thirty-five percent (35%) of the then outstanding voting stock of Holdings; or

(ii) at any time upon or after the consummation of a Qualifying IPO, any person or group (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person and its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), excluding the Permitted Holders, becomes the beneficial owner (as defined in Rules 13(d)-3 and 13(d)-5 under such Act), directly or indirectly, of more than the greater of (x) thirty-five percent (35%) of the then outstanding voting stock of Holdings and (y) the percentage of the then outstanding voting stock of Holdings owned, directly or indirectly, beneficially and of record, by the Permitted Holders;

unless, in the case of either clause (a)(i) or (a)(ii) above, the Permitted Holders have, at such time, the right or the ability by voting power, contract or otherwise to elect or designate for election at least a majority of the board of directors of Holdings; or

(b) any Change of Control (or any comparable term) in any document pertaining to the ABL Facilities, the Senior Interim Loan Facility, the Senior Subordinated Interim Loan Facility, the Exchange Notes Indentures, any indenture governing notes issued in a Permitted Refinancing of the Senior Interim Loan Facility, the Senior Subordinated Interim Loan Facility or the Exchange Notes Indentures, the Senior Notes Indenture or the Senior Subordinated Notes Indenture; or

(c) subject to Section 7.04, the Borrower ceases to be a direct wholly owned Subsidiary of Holdings.

Class (a) when used with respect to Lenders, refers to whether such Lender has a Loan or Commitment with respect to a particular Class of Loans or Commitments, (b) when used with respect to Commitments, refers to whether such Commitments are Dollar Term Commitments, Euro Term Commitments, Other Term Commitments, New Dollar Revolving

Credit Commitments, Extended Dollar Revolving Credit Commitments of a given Revolving Credit Loan Extension Series, New Alternative Currency Revolving Credit Commitments, Extended Alternative Currency Revolving Credit Commitments of a given Revolving Credit Loan Extension Series or Other Revolving Credit Commitments, and (c) when used with respect to Loans or a Borrowing and for purposes of Section 2.02 and 2.03, refers to whether such Loans, or the Loans comprising such Borrowing, are Dollar Term B Loans, Dollar Term B-1 Loans, Euro Term B Loans, Euro Term B-1 Loans, Extended Term Loans of a given Term Loan Extension Series, Incremental Dollar Term Loans, Incremental Euro Term Loans, Other Term Loans, New Dollar Revolving Credit Loans, New Alternative Currency Revolving Credit Loans, Extended Dollar Revolving Credit Loans of a given Dollar Revolving Credit Loan Extension Series, New Alternative Currency Revolving Credit Loans, Extended Alternative Currency Revolving Credit Loans of a given Revolving Credit Loan Extension Series, Incremental Dollar Revolving Credit Loans, Incremental Alternative Currency Revolving Credit Loans and Other Revolving Credit Loans, Incremental Term Commitments, Other Term Commitments, Incremental Revolving Loans and Other Revolving Credit Commitments (and the Other Revolving Loans made pursuant thereto) that have different terms and conditions shall be construed to be in different Classes.

Closing Date means September 25, 2007.

Code means the U.S. Internal Revenue Code of 1986, as amended from time to time, and the regulations thereunder.

Collateral means all the Collateral (or equivalent term) as defined in any Collateral Document and shall include the Mortgaged Properties.

Collateral and Guarantee Requirement means, at any time, the requirement that:

(a) the Administrative Agent shall have received each Collateral Document required to be delivered on the Closing Date pursuant to Section 4.01(a)(iii) or pursuant to Section 6.11 or Section 6.13 at such time, duly executed by each Loan Party thereto;

(b) all Obligations shall have been unconditionally guaranteed by Holdings, each Restricted Subsidiary of the Borrower that is a wholly owned Material Domestic Subsidiary and not an Excluded Subsidiary including those that are listed on Schedule I (each, a **Guarantor**);

(c) the Obligations and the Guaranty shall have been secured by a first-priority security interest in (i) all the Equity Interests of the Borrower, (ii) all Equity Interests (other than Equity Interests of Unrestricted Subsidiaries and any Equity Interest of any Restricted Subsidiary pledged to secure Indebtedness permitted under Section 7.03(g)) of each wholly owned Material Domestic Subsidiary of the Borrower or any Guarantor that is the direct Subsidiary of the Borrower or such Guarantor and (iii) 65% of the issued and outstanding voting Equity Interests and non-voting Equity Interests convertible into or exchangeable for voting Equity Interests (and 100% of other issued and outstanding non-voting Equity Interests, if any) of each wholly owned

Material Foreign Subsidiary that is directly owned by the Borrower or any Domestic Subsidiary of the Borrower that is a Guarantor;

(d) except to the extent otherwise provided hereunder or under any Collateral Document, the Obligations and the Guaranty shall have been secured by a perfected security interest (to the extent such security interest may be perfected by delivering certificated securities, filing financing statements under the Uniform Commercial Code or making any necessary filings with the United States Patent and Trademark Office or United States Copyright Office) in substantially all tangible and intangible personal property of the Borrower and each Guarantor (including accounts (other than deposit accounts or other bank or securities accounts and any Securitization Assets), inventory, equipment, investment property, contract rights, intellectual property, other general intangibles, and proceeds of the foregoing), in each case, with the priority required by the Collateral Documents; *provided* that any such security interests in Current Asset Collateral shall be subject to the terms of the ABL Intercreditor Agreement;

(e) none of the Collateral shall be subject to any Liens other than Liens permitted by Section 7.01; and

(f) the Administrative Agent shall have received (i) counterparts of a Mortgage with respect to each Material Real Property listed on Schedule 1.01F or required to be delivered pursuant to Section 6.11 and 6.13(b) (the **Mortgaged Properties**) duly executed and delivered by the record owner of such property, (ii) a policy or policies of title insurance issued by a nationally recognized title insurance company insuring the Lien of each such Mortgage as a valid Lien on the property described therein, free of any other Liens except as expressly permitted by Section 7.01, together with such endorsements, coinsurance and reinsurance as the Administrative Agent may reasonably request, and (iii) such existing surveys, existing abstracts and existing appraisals in the possession of the Borrower and such legal opinions and other documents as the Administrative Agent may reasonably request with respect to any such Mortgaged Property.

The foregoing definition shall not require the creation or perfection of pledges of or security interests in, or the obtaining of title insurance or surveys with respect to, particular assets if and for so long as, in the reasonable judgment of the Administrative Agent and the Borrower, the cost of creating or perfecting such pledges or security interests in such assets or obtaining title insurance or surveys in respect of such assets shall be excessive in view of the benefits to be obtained by the Lenders therefrom.

The Administrative Agent may grant extensions of time for the perfection of security interests in or the obtaining of title insurance and surveys with respect to particular assets (including extensions beyond the Closing Date for the perfection of security interests in the assets of the Loan Parties on such date) where it reasonably determines, in consultation with the Borrower, that perfection cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the Collateral Documents.

Collateral Documents means, collectively, the Security Agreement, the Intellectual Property Security Agreements, the Mortgages, each of the mortgages, collateral assignments, Security Agreement Supplements, security agreements, pledge agreements or other similar agreements delivered to the Administrative Agent and the Lenders pursuant to Section 4.01(a)(iii), 6.11 or Section 6.13, the Guaranty, the Intercreditor Agreements and each of the other agreements, instruments or documents that creates or purports to create a Lien or Guarantee in favor of the Administrative Agent for the benefit of the Secured Parties.

Commitment means a Term Commitment or a Revolving Credit Commitment, as the context may require.

Committed Loan Notice means a notice of (a) a Term Borrowing with respect to a given Class of Term Loans, (b) a Revolving Credit Borrowing with respect to a given Class of Revolving Credit Loans, (c) a conversion of Loans of a given Class from one Type to the other, or (d) a continuation of Eurocurrency Rate Loans of a given Class, pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A.

Compliance Certificate means a certificate substantially in the form of Exhibit D.

Consolidated Depreciation and Amortization Expense means, with respect to any Person for any period, the total amount of depreciation and amortization expense of such Person, including the amortization of deferred financing fees or costs for such period on a consolidated basis and otherwise determined in accordance with GAAP.

Consolidated EBITDA means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(a) increased (without duplication) by the following:

(i) provision for taxes based on income or profits or capital, including, without limitation, federal, state, franchise, excise and similar taxes and foreign withholding taxes of such Person paid or accrued during such period, including any future taxes or other levies which replace or are intended to be in lieu of such taxes and any penalties and interest relating to any tax examinations, to the extent the same were taken into account in calculating such Consolidated Net Income and the net tax expense associated with any adjustments made pursuant to clauses (a) through (i) of the definition of Consolidated Net Income; plus

(ii) total interest expense of such Person for such period and, to the extent not reflected in such total interest expense, any losses with respect to obligations under any Swap Contracts or other derivative instruments entered into for the purpose of hedging interest rate risk, net of interest income and gains with respect to such obligations, bank fees and costs of surety bonds in connection with financing activities, to the extent the same were deducted (and not added back) in calculating such Consolidated Net Income; plus

(iii) Consolidated Depreciation and Amortization Expense of such Person for such period to the extent deducted (and not added back) in computing Consolidated Net Income; plus

(iv) the amount of any restructuring charges, integration and facilities opening costs or other business optimization expenses (including cost and expenses relating to business optimization programs and new systems design and implementation costs), one-time costs or accruals or reserves incurred in connection with acquisitions made after the Closing Date, project start-up costs, costs related to the closure and/or consolidation of facilities, in each case to the extent deducted (and not added back) in such period in computing such Consolidated Net Income; plus

(v) any other non-cash charges, including any write-offs or write-downs reducing such Consolidated Net Income for such period (*provided* that if any such non-cash charges 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 Consolidated EBITDA to such extent, and excluding amortization of a prepaid cash item that was paid in a prior period); plus

(vi) the amount of any minority interest expense consisting of Subsidiary income attributable to minority equity interests of third parties in any non-wholly owned Subsidiary to the extent deducted (and not added back) in such period in calculating such Consolidated Net Income; plus

(vii) the amount of management, monitoring, consulting and advisory fees (including termination fees) and related indemnities and expenses paid or accrued in such period to the Sponsors and deducted (and not added back) in such period in computing such Consolidated Net Income; plus

(viii) extraordinary losses and unusual or non-recurring charges (including any unusual or non-recurring operating expenses attributable to the implementation of cost-savings initiatives or any extraordinary losses and unusual or non-recurring charges or expenses attributable to legal and judgment settlements), severance, relocation costs and curtailments or modifications to pension and post-retirement employee benefit plans; plus

(ix) the amount of run-rate cost savings projected by the Borrower in good faith to result from actions either taken or expected to be taken within 12 months after the end of such period (which cost savings shall be subject only to certification by management of the Borrower and calculated on a *pro forma* basis as though such cost savings had been realized on the first day of such period), net of the amount of actual benefits realized from such actions (it is understood and agreed that run-rate means the full recurring benefit for a period that is associated with any action taken or expected to be taken, *provided* that some portion of such benefit is expected to be realized within 12 months of taking such action); plus

(x) the amount of loss on sale of receivables, Securitization Assets and related assets to any Securitization Subsidiary in connection with a Qualified Securitization Financing; plus

(xi) any costs or expense incurred by Holdings, the Borrower or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement, any stock subscription or shareholder agreement or any distributor equity plan or agreement, to the extent that such cost or expenses are funded with cash proceeds contributed to the capital of Holdings or the Borrower or net cash proceeds of an issuance of Equity Interests of Holdings or the Borrower (other than Disqualified Equity Interests); plus

(xii) any net loss from disposed or discontinued operations or from operations expected to be disposed of or discontinued within twelve months after the end of such period; plus

(xiii) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to paragraph (b) below for any previous period and not added back; plus

(xiv) any costs or expenses incurred by the Borrower or a Restricted Subsidiary (whether prior to or following the Closing Date) relating to the Option Accounting Issues, including fees and expenses incurred by the Borrower's directors, officers, employees and advisors in investigating such Option Accounting Issues and any incremental tax exposure resulting from the resolution of such Option Accounting Issues; plus

(xv) expense related to any payments made to distributors prior to the first anniversary of the Closing Date (other than commissions paid in the ordinary course of business); and

(b) decreased (without duplication) by the following, in each case to the extent included in determining Consolidated Net Income for such period:

(i) any non-cash gains increasing Consolidated Net Income for such period, excluding any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period and any non-cash gains with respect to cash actually received in a prior period unless such cash did not increase Consolidated EBITDA in such prior period; plus

(ii) any net income from disposed or discontinued operations or from operations expected to be disposed of or discontinued within twelve months after the end of such period; plus

(iii) extraordinary gains and unusual or non-recurring gains.

There shall be included in determining Consolidated EBITDA for any period, without duplication, (A) the Acquired EBITDA of any Person, property, business or asset acquired by the Borrower or any Restricted Subsidiary prior to the date of determination of Consolidated EBITDA (but not the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired), to the extent not subsequently sold, transferred or otherwise disposed by the Borrower or such Restricted Subsidiary prior to such date of determination (each such Person, property, business or asset acquired and not subsequently so disposed of, an **Acquired Entity or Business**) and the Acquired EBITDA of any Unrestricted Subsidiary that is converted into a Restricted Subsidiary prior to the date of determination of Consolidated EBITDA (each a **Converted Restricted Subsidiary**), in each case based on the Acquired EBITDA of such Acquired Entity or Business or Converted Restricted Subsidiary for such period (including the portion thereof occurring prior to such acquisition) determined on a historical Pro Forma Basis and (B) for the purposes of the definition of the term Permitted Acquisition, an adjustment in respect of each Acquired Entity or Business or Converted Restricted Subsidiary equal to the amount of the Pro Forma Adjustment with respect to such Acquired Entity or Business or Converted Restricted Subsidiary for such period (including the portion thereof occurring prior to such acquisition or conversion) as specified in a certificate executed by a Responsible Officer and delivered to the Lenders and the Administrative Agent. There shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business, product, product line or asset (other than an Unrestricted Subsidiary) sold, transferred or otherwise disposed of, closed or classified as discontinued operations (other than if so classified on the basis that it is being held for sale unless such sale has actually occurred during such period) by the Borrower or any Restricted Subsidiary prior to the date of determination of Consolidated EBITDA (each such Person, property, business or asset so sold, transferred or otherwise disposed of, a **Sold Entity or Business**) and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary prior to the date of determination of Consolidated EBITDA (each a **Converted Unrestricted Subsidiary**), in each case based on the Disposed EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer or disposition) determined on a historical Pro Forma Basis.

Notwithstanding anything to the contrary contained herein and subject to adjustment as provided in the immediately preceding paragraph with respect to acquisitions and dispositions occurring following the Closing Date, Consolidated EBITDA shall be \$198,317,000 for the fiscal quarter ended August 31, 2006, \$198,992,000 for the fiscal quarter ended November 30, 2006, \$200,787,000 for the fiscal quarter ended February 28, 2007 and \$190,023,000 for the fiscal quarter ended May 31, 2007.

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 and otherwise determined in accordance with GAAP; *provided, however*, that, without duplication,

(a) the cumulative effect of a change in accounting principles and changes as a result of the adoption or modification of accounting policies during such period shall be excluded,

(b) the Net Income for such period of any Person that is not a Subsidiary, or is an Unrestricted Subsidiary, or that is accounted for by the equity method of accounting, shall be excluded; *provided* that Consolidated Net Income of the Borrower shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash (or to the extent converted into cash) to the Borrower or a Restricted Subsidiary thereof in respect of such period,

(c) effects of adjustments (including the effects of such adjustments pushed down to the Borrower and the Restricted Subsidiaries) in the inventory, property and equipment, software, goodwill, other intangible assets, in-process research and development, deferred revenue, debt line items and other non-cash charges in such Person's consolidated financial statements pursuant to GAAP resulting from the application of purchase accounting in relation to the Transaction or any consummated acquisition or the amortization or write-off of any amounts thereof, net of taxes, shall be excluded,

(d) any after-tax effect of income (loss) from the early extinguishment of (i) Indebtedness, (ii) obligations under any Swap Contracts or (iii) other derivative instruments shall be excluded,

(e) any impairment charge or asset write-off or write-down, including impairment charges or asset write-offs or write-downs related to intangible assets, long-lived assets, investments in debt and equity securities or as a result of a change in law or regulation, in each case, pursuant to GAAP, and the amortization of intangibles arising pursuant to GAAP shall be excluded,

(f) any non-cash compensation charge or expense, including any such charge arising from the grants of stock appreciation or similar rights, stock options, restricted stock or other rights shall be excluded,

(g) any fees, expenses or charges incurred during such period, or any amortization thereof for such period, in connection with any acquisition, investment, asset disposition, incurrence or repayment of indebtedness (including such fees, expenses or charges related to the offering of the Senior Notes, the Senior Subordinated Notes, the Exchange Notes, the ABL Facilities, the Senior Interim Loan Facility, the Senior Subordinated Interim Loan Facility, the Loans and any credit facilities), issuance of Equity Interests, refinancing transaction or amendment or modification of any debt instrument (including any amendment or other modification of the Senior Notes, the Senior Subordinated Notes, the Exchange Notes, the ABL Facilities, the Senior Interim Loan Facility, the Senior Subordinated Interim Loan Facility, the Loans and any credit facilities) and including, in each case, any such transaction consummated prior to the Closing Date and any such transaction undertaken but not completed, and any charges or

non-recurring merger costs incurred during such period as a result of any such transaction, in each case whether or not successful, shall be excluded,

(h) accruals and reserves that are established within twelve months after the Closing Date that are so required to be established as a result of the 2007 Transaction (or within twelve months after the closing of any acquisition that are so required to be established as a result of such acquisition) in accordance with GAAP shall be excluded,

(i) losses or gains on asset sales (other than asset sales made in the ordinary course of business) shall be excluded,

(j) to the extent covered by insurance and actually reimbursed, or, so long as the Borrower 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 the insurable event (with a deduction for any amount so added back to the extent not so reimbursed within such 365 day period), expenses with respect to liability or casualty events or business interruption shall be excluded;

(k) the following items shall be excluded:

(i) any net unrealized gain or loss (after any offset) resulting in such period from obligations under any Swap Contracts and the application of Financial Accounting Standards Codification No. 815 Derivatives and Hedging; and

(ii) any net unrealized gain or loss (after any offset) resulting in such period from currency translation gains or losses including those related to currency remeasurements of Indebtedness (including any net loss or gain resulting from obligations under any Swap Contracts for currency exchange risk).

In addition, to the extent not already included in the Consolidated Net Income of such Person and its Restricted Subsidiaries, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall include the amount of proceeds received from business interruption insurance and reimbursements of any expenses and charges that are covered by indemnification or other reimbursement provisions in connection with any investment or any sale, conveyance, transfer or other disposition of assets permitted hereunder.

Consolidated Senior Secured Debt means, as of any date of determination, the aggregate principal amount of Consolidated Total Debt outstanding on such date that is secured by a Lien on any asset or property of any Loan Party and, solely for purposes of any calculation of the Senior Secured Leverage Ratio under Sections 2.14(a)(iii) and 7.03(s), the aggregate principal amount of any unsecured Indebtedness incurred pursuant to Section 7.03(s).

Consolidated Total Debt means, as of any date of determination, (a) the aggregate principal amount of Indebtedness of the Borrower and the Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP (but

excluding the effects of any discounting of Indebtedness resulting from the application of purchase accounting in connection with the Transaction or any Permitted Acquisition), consisting of Indebtedness for borrowed money, obligations in respect of Capitalized Leases and debt obligations evidenced by promissory notes or similar instruments, minus (b) the aggregate amount of cash and Cash Equivalents (in each case, free and clear of all Liens, other than nonconsensual Liens permitted by Section 7.01 and Liens permitted by Section 7.01(s) and clauses (i) and (ii) of Section 7.01(t)) included in the consolidated balance sheet of the Borrower and the Restricted Subsidiaries as of such date; *provided* that Consolidated Total Debt shall not include Indebtedness in respect of (i) any Qualified Securitization Financing, (ii) all letters of credit, except to the extent of unreimbursed amounts thereunder, (iii) Unrestricted Subsidiaries and (iv) obligations under Swap Contracts.

Consolidated Working Capital means, at any date, the excess of (a) the sum of (i) all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption total current assets (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries at such date and (ii) long-term accounts receivable over (b) the sum of (i) all amounts that would, in conformity with GAAP, be set forth opposite the caption total current liabilities (or any like caption) on a consolidated balance sheet of the Borrower and the Restricted Subsidiaries on such date and (ii) long-term deferred revenue, but excluding, without duplication, (a) the current portion of any Funded Debt, (b) all Indebtedness consisting of Revolving Credit Loans, Swing Line Loans and L/C Obligations to the extent otherwise included therein, (c) the current portion of interest, (d) the current portion of current and deferred income taxes, (e) the current portion of any Capitalized Lease Obligations and (f) deferred revenue arising from cash receipts that are earmarked for specific projects.

Contract Consideration has the meaning specified in the definition of Excess Cash Flow.

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

Control has the meaning specified in the definition of Affiliate.

Converted Dollar Term Amount means, as to any Lender, the Lesser of (i) all of such Lender's Dollar Term Loans (under the Original Credit Agreement) outstanding immediately prior to the Restatement Effective Date and (ii) the amount of such Dollar Term Loans that such Lender has indicated on its signature page to the Amendment that such Lender is requesting be converted to Dollar Term B-1 Loans (or, if such Lender has not returned a signed counterpart to the Amendment, \$0).

Converted Euro Term Amount means, as to any Lender, the Lesser of (i) all of such Lender's Euro Term Loans (under the Original Credit Agreement) outstanding immediately prior to the Restatement Effective Date and (ii) the amount of such Euro Term Loans that such Lender has indicated on its signature page to the Amendment that such Lender is

requesting be converted to Euro Term B-1 Loans (or, if such Lender has not returned a signed counterpart to the Amendment, 0)

Converted Restricted Subsidiary has the meaning specified in the definition of Consolidated EBITDA.

Converted Unrestricted Subsidiary has the meaning specified in the definition of Consolidated EBITDA.

Credit Agreement Refinancing Indebtedness means (a) Indebtedness incurred pursuant to Section 7.03(aa)(i) or (b) Indebtedness incurred or Other Revolving Credit Commitments obtained pursuant to a Refinancing Amendment, in each case, issued, incurred or otherwise obtained in exchange for, or to extend, renew, replace or refinance, in whole or part, existing Term Loans, outstanding Revolving Credit Loans or (in the case of Other Revolving Credit Commitments obtained pursuant to a Refinancing Amendment) Revolving Credit Commitments hereunder, including any successive Credit Agreement Refinancing Indebtedness (collectively, **Refinanced Debt**); *provided* that (i) such extending, renewing, replacing or refinancing Indebtedness (including, if such Indebtedness includes any Other Revolving Credit Commitments, the unused portion of such Other Revolving Credit Commitments) is in an original aggregate principal amount (excluding principal amounts applied to the payment of fees and interest relating to the Credit Agreement Refinancing Indebtedness or the Refinanced Debt) not greater than the aggregate principal amount of the Refinanced Debt (and, in the case of Refinanced Debt consisting, in whole or in part, of unused Revolving Credit Commitments or Other Revolving Credit Commitments, the amount thereof), (ii) such Indebtedness does not mature earlier than and, except in the case of Other Revolving Credit Commitments, has a Weighted Average Life to Maturity equal to or greater than, the Refinanced Debt, and (iii) such Refinanced Debt shall be repaid, defeased or satisfied and discharged, and all accrued and unpaid interest, fees and premiums (if any) in connection therewith shall be paid, on or promptly after the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained; *provided* that, to the extent that such Refinanced Debt consists, in whole or in part, of Revolving Credit Commitments or Other Revolving Credit Commitments (or Revolving Credit Loans, Other Revolving Credit Loans or Swing Line Loans incurred pursuant to any Revolving Credit Commitments or Other Revolving Credit Commitments), such Revolving Credit Commitments or Other Revolving Credit Commitments, as applicable, shall be terminated, and all accrued and unpaid fees in connection therewith shall be paid, on or promptly after the date such Credit Agreement Refinancing Indebtedness is issued, incurred or obtained.

Credit Extension means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

Current Assets Collateral means all the Intercreditor Collateral as defined in the ABL Intercreditor Agreement.

Debtor Relief Laws means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief

Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

Declined Proceeds has the meaning specified in Section 2.05(b)(vi).

Default means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

Default Rate means an interest rate equal to (a) the Base Rate plus (b) the Applicable Rate applicable to Base Rate Loans plus (c) 2.0% per annum; *provided* that with respect to a Eurocurrency Rate Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate and Mandatory Cost) otherwise applicable to such Loan plus 2.0% per annum, in each case, to the fullest extent permitted by applicable Laws.

Defaulting Lender means, any Lender that (a) has failed to perform any of its funding obligations hereunder, including in respect of its Loans or participation in respect of L/C Obligations or Swing Line Loans within one (1) Business Day of the date required to be funded by it hereunder, (b) has notified the Borrower and/or the Administrative Agent in writing that it does not intend to comply with its funding obligations or has made a public statement or provided any written notification to any Person to that effect with respect to its funding obligations hereunder or under other agreements in which it commits to extend credit, (c) has failed, within three (3) Business Days after request by the Administrative Agent (whether acting on its own behalf or at the reasonable request of the Borrower (it being understood that the Administrative Agent shall comply with any such reasonable request)), to confirm in a manner satisfactory to the Administrative Agent and the Borrower that it will comply with its funding obligations, or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, or (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment; *provided* that, for the avoidance of doubt, a Lender shall not be a Defaulting Lender solely by virtue of (I) the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority or (II) in the case of a solvent person, the commencement of silent administration proceedings under the Dutch FSA, in each case of clauses (I) and (II), where such ownership interest or proceeding does not result in or provide such Lender or person with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Lender or person (or such governmental authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Lender or person. Notwithstanding the foregoing, for purposes of the definition of Required Lenders and the Required Facility Lenders solely as such provisions relate to any Lender that was a party to the Original Credit Agreement on the Restatement Effective Date but did not consent to the Amendment, Defaulting Lenders shall have the meaning set forth in the Original Credit Agreement.

Designated Non-Cash Consideration means the Fair Market Value of non-cash consideration received by the Borrower or a Restricted Subsidiary in connection with a

Disposition pursuant to Section 7.05(j) that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer, setting forth the basis of such valuation (which amount will be reduced by the Fair Market Value of the portion of the non-cash consideration converted to cash within 180 days following the consummation of the applicable Disposition).

Disposed EBITDA means, with respect to any Sold Entity or Business or any Converted Unrestricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or such Converted Unrestricted Subsidiary (determined using such definitions as if references to the Borrower and its Subsidiaries therein are to such Sold Entity or Business and its Subsidiaries or such Converted Unrestricted Subsidiary and its Subsidiaries, as the case may be), all as determined on a consolidated basis for such Sold Entity or Business or such Converted Unrestricted Subsidiary.

Disposition or **Dispose** means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction and any sale of Equity Interests) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith; *provided* that no transaction or series of related transactions shall be considered a Disposition for purposes of Section 2.05(b)(ii) or Section 7.05 unless (a) the net cash proceeds resulting from such transaction or series of transactions shall exceed \$20,000,000 or (b) the aggregate amount of net cash proceeds from all such transactions that do not meet the threshold in clause (a) shall exceed \$100,000,000.

Disposition Prepayment Percentage has the meaning specified in Section 2.05(b)(ii)(A).

Disqualified Equity Interests means any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Commitments and all outstanding Letters of Credit), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is ninety-one (91) days after the Latest Maturity Date at the time such Disqualified Equity Interests are issued; *provided* that if such Equity Interests are issued pursuant to a plan for the benefit of employees of Holdings, the Borrower or the Restricted Subsidiaries or by any such plan to such employees, such Equity Interests shall not constitute Disqualified Equity Interests solely because it may be required to be repurchased by Holdings, the Borrower or the Restricted Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

Documentation Agents means each of JPMorgan Chase Bank, N.A., Wells Fargo Securities, LLC, Barclays Bank PLC and Goldman Sachs Credit Partners L.P.

Dollar and **\$** mean lawful money of the United States.

Dollar Amount means, at any time:

- (a) with respect to an amount denominated in Dollars, such amount; and
- (b) with respect to an amount denominated in an Alternative Currency, an equivalent amount thereof in Dollars as determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of Dollars with such Alternative Currency.

Dollar L/C Advance means, with respect to each Dollar Revolving Credit Lender with a Class of Dollar Revolving Credit Commitments, such Lender's funding of its participation in any Dollar L/C Borrowing under such Class of Commitments in accordance with its Pro Rata Share.

Dollar L/C Borrowing means an extension of credit resulting from a drawing under any Dollar Letter of Credit that has not been reimbursed on the applicable Honor Date or refinanced as a Dollar Revolving Credit Borrowing.

Dollar L/C Credit Extension means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the renewal or increase of the amount thereof.

Dollar L/C Issuer means Bank of America and any other Lender that becomes a Dollar L/C Issuer in accordance with Section 2.03(l) or 10.07(j), in each case, in its capacity as an issuer of Dollar Letters of Credit hereunder, or any successor issuer of Dollar Letters of Credit hereunder.

Dollar L/C Obligation means, as at any date of determination, the aggregate maximum amount then available to be drawn under all outstanding Dollar Letters of Credit (whether or not (i) such maximum amount is then in effect under any such Dollar Letter of Credit if such maximum amount increases periodically pursuant to the terms of such Dollar Letter of Credit or (ii) the conditions to drawing can then be satisfied) plus the aggregate of all Unreimbursed Amounts in respect of Dollar Letters of Credit, including all Dollar L/C Borrowings. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be outstanding in the amount so remaining available to be drawn.

Dollar Letter of Credit means a Letter of Credit denominated in Dollars and issued pursuant to Section 2.03(a)(i)(A).

Dollar Revolving Commitment Increase shall have the meaning specified in Section 2.14(a)(i).

Dollar Revolving Commitment Increase Lender has the meaning specified in Section 2.14(c).

Dollar Revolving Credit Borrowing means a borrowing consisting of Dollar Revolving Credit Loans of the same Type and, in the case of Eurocurrency Rate Loans, having the same Interest Period made by each of the Dollar Revolving Credit Lenders pursuant to Section 2.01(b)(i).

Dollar Revolving Credit Commitment means an Extended Dollar Revolving Credit Commitment, an Incremental Dollar Revolving Credit Commitment, an Other Revolving Credit Commitment (to the extent available only for Other Revolving Loans denominated in Dollars) and/or a New Dollar Revolving Credit Commitment, as the context may require.

Dollar Revolving Credit Exposure means, as to each Dollar Revolving Credit Lender with a particular Class of Dollar Revolving Credit Commitments, the sum of the Outstanding Amount of such Revolving Credit Lender's Dollar Revolving Credit Loans and its Pro Rata Share of the Dollar L/C Obligations in respect of the Dollar Letters of Credit issued under such Class of Commitments and the Swing Line Obligations in respect of the Swing Line Loans made pursuant to such Class of Commitments at such time.

Dollar Revolving Credit Facility means, at any time, each Class of Dollar Revolving Credit Commitments at such time as a separate Dollar Revolving Credit Facility hereunder.

Dollar Revolving Credit Lender means, at any time, any Lender that has a Dollar Revolving Credit Commitment and/or Dollar Revolving Credit Exposure at such time.

Dollar Revolving Credit Loan has the meaning specified in Section 2.01(b)(i).

Dollar Revolving Credit Note means a promissory note of the Borrower payable to any Dollar Revolving Credit Lender or its registered assigns, in substantially the form of Exhibit C-3 (with such modifications thereto as may be necessary to reflect differing Classes of Dollar Revolving Credit Loans), evidencing the aggregate Indebtedness of the Borrower to such Dollar Revolving Credit Lender resulting from the Dollar Revolving Credit Loans made by such Revolving Credit Lender.

Dollar Term Borrowing means a borrowing consisting of Dollar Term Loans of the same Type and currency and, in the case of Eurocurrency Rate Loans, having the same Interest Period made by each of the Dollar Term Lenders pursuant to Section 2.01.

Dollar Term Commitment means, as to each Dollar Term Lender, as the context may require, such Lender's (a) Incremental Term Commitment and (b) Other Term Commitments, in each case, with respect to Dollar Term Loans.

Dollar Term Lender means, at any time, any Lender that has a Dollar Term Commitment a Dollar Term Loan at such time.

Dollar Term Loans means collectively, (i) the Dollar Term B Loans, (ii) the Dollar Term B-1 Loans, (iii) any Other Term Loans denominated in Dollars, (iv) any Incremental Dollar Term Loans and (v) any Extended Term Loans denominated in Dollars.

Dollar Term B Loan means a Loan made pursuant to Section 2.01(a)(i) that is not a Dollar Term B-1 Loan and is outstanding on the Restatement Effective Date.

Dollar Term B-1 Loan means Dollar Term Loans (as defined in the Original Credit Agreement) converted to Dollar Term B-1 Loans as defined in and pursuant to the Amendment.

Dollar Term Note means a promissory note of the Borrower payable to any Dollar Term Lender or its registered assigns, in substantially the form of Exhibit C-1, evidencing the aggregate Indebtedness of the Borrower to such Dollar Term Lender resulting from the Dollar Term Loans made by such Dollar Term Lender.

Domestic Subsidiary means any Subsidiary that is organized under the Laws of the United States, any state thereof or the District of Columbia.

Dutch FSA means the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and the rules and regulations promulgated thereunder.

ECF Percentage has the meaning specified in Section 2.05(b)(i).

Effective Yield means, as to any Loans of any Class, the effective yield on such Loans as determined by the Administrative Agent, taking into account the applicable interest rate margins, any interest rate floors or similar devices, funding discounts and prepayment premiums and all fees, including upfront or similar fees or OID (amortized over the shorter of (x) the life of such Loans and (y) the four years following the date of incurrence thereof) payable generally to Lenders making such Loans, but excluding any arrangement, structuring or other fees payable in connection therewith that are not generally shared with the relevant Lenders and customary consent fees paid generally to consenting Lenders.

Eligible Assignee means any Assignee permitted by and, to the extent applicable, consented to in accordance with Section 10.07(b).

EMU means the economic and monetary union as contemplated in the Treaty on European Union.

EMU Legislation means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

Environmental Claim means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigations (other than internal reports prepared by any Loan Party or any of its Subsidiaries (a) in the ordinary course of such Person's business or (b) as required in connection with a financing transaction or an acquisition or disposition of real estate) or proceedings with respect to any Environmental Liability (hereinafter **Claims**), including (i) any and all Claims by

governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any Environmental Law and (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief pursuant to any Environmental Law.

Environmental Laws means any and all Laws relating to the protection of the environment or, to the extent relating to exposure to Hazardous Materials, human health.

Environmental Liability means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities) of any Loan Party or any of its Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

Environmental Permit means any permit, approval, identification number, license or other authorization required under any Environmental Law.

Equity Contribution means, collectively, (a) the contribution by the Sponsor Group and the Management Stockholders of an aggregate amount of cash, which, together with any rollover equity, will constitute an aggregate amount (together with any amounts otherwise paid to existing equityholders for Equity Interests in the Borrower in connection with the Transaction) sufficient, after taking into account the proceeds of the Facilities, the Senior Interim Loan Facility, the Senior Subordinated Interim Loan Facility, any Senior Notes and any Senior Subordinated Notes received on the Closing Date and cash on hand of the Borrower, to fund the total amount required to finance the Transaction to Holdings or one or more direct or indirect holding company parents of Holdings, and (b) the further contribution to Merger Sub of any portion of such cash contribution proceeds not directly received by Merger Sub or used by Holdings to pay Transaction Expenses.

Equity Interests means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

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

ERISA Affiliate means any trade or business (whether or not incorporated) that is under common control with Holdings or the Borrower within the meaning of Section 4001 of ERISA or that, together with Holdings or the Borrower, is treated as a single employer under Section 414 of the Code.

ERISA Event means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by Holdings or the Borrower or any of their respective ERISA Affiliates from a

Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as a termination under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by Holdings or the Borrower or any of their respective ERISA Affiliates from a Multiemployer Plan, notification of Holdings or the Borrower or any of their respective ERISA Affiliates concerning the imposition of withdrawal liability or notification that a Multiemployer Plan is insolvent or is in reorganization within the meaning of Title IV of ERISA; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or a Multiemployer Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon Holdings or the Borrower or any of their respective ERISA Affiliates.

Euro and mean the lawful single currency of the European Union.

Euro Term Borrowing means a borrowing consisting of Euro Term Loans of the same Type and currency and, in the case of Eurocurrency Rate Loans, having the same Interest Period made by each of the Euro Term Lenders pursuant to Section 2.01.

Euro Term Commitment means, as to each Euro Term Lender, as the context may require, such Lender s (a) Incremental Term Commitment and (b) Other Term Commitments, in each case with respect to Euro Term Loans.

Euro Term Lender means, at any time, any Lender that has a Euro Term Commitment or a Euro Term Loan at such time.

Euro Term Loans means collectively, (i) the Euro Term B Loans, (ii) the Euro Term B-1 Loans, (iii) any Other Term Loans denominated in Euros, (iv) any Incremental Euro Term Loans and (v) any Extended Term Loans denominated in Euros.

Euro Term B Loan means a Euro Term Loan made pursuant to the Original Credit Agreement that is not converted to a Euro Term B-1 Loan on the Restatement Effective Date.

Euro Term B-1 Loan means Euro Term Loans (as defined in the Original Credit Agreement) converted to Euro Term B-1 Loans pursuant to the Amendment.

Euro Term Note means a promissory note of the Borrower payable to any Euro Term Lender or its registered assigns, in substantially the form of [Exhibit C-2](#) (with appropriate modifications to reflect the applicable Class of Term Loans), evidencing the aggregate Indebtedness of the Borrower to such Euro Term Lender resulting from the Euro Term Loans made by such Euro Term Lender.

Eurocurrency Rate means

(a) Except for purposes of the definition of Base Rate, for any Interest Period with respect to any Eurocurrency Rate Loan, the rate per annum equal to the British Bankers Association LIBOR Rate (**BBA LIBOR**), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, for deposits in the relevant currency (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period; if such rate is not available at such time for any reason, then the Eurocurrency Rate for such Interest Period shall be the rate per annum determined by the Administrative Agent to be the rate at which deposits in the relevant currency for delivery on the first day of such Interest Period in Same Day Funds in the approximate amount of the Eurocurrency Rate Loan being made, continued or converted by Bank of America and with a term equivalent to such Interest Period would be offered by Bank of America's London Branch (or other Bank of America branch or Affiliate) to major banks in the London or other offshore interbank market for such currency at their request at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period; and

(b) For purposes of the definition of Base Rate, the rate per annum equal to (i) BBA LIBOR, at approximately 11:00 a.m., London time determined two London Banking Days prior to such date for Dollar deposits being delivered in the London interbank market for a term of one month commencing that day or (ii) if such published rate is not available at such time for any reason, the rate per annum determined by the Administrative Agent to be the rate at which deposits in Dollars for delivery on the date of determination in same day funds in the approximate amount of the Base Rate Loan being made or maintained and with a term equal to one month would be offered by Bank of America's London Branch to major banks in the London interbank Eurodollar market at their request at the date and time of determination.

Eurocurrency Rate Loan means a Loan, whether denominated in Dollars or in an Alternative Currency, that bears interest at a rate based on the applicable Eurocurrency Rate.

Event of Default has the meaning specified in Section 8.01.

Excess Cash Flow means, for any period, an amount equal to the excess of:

(a) the sum, without duplication, of:

(i) Consolidated Net Income of the Borrower for such period,

(ii) an amount equal to the amount of all non-cash charges (including depreciation and amortization) to the extent deducted in arriving at such Consolidated Net Income,

(iii) decreases in Consolidated Working Capital for such period (other than any such decreases arising from acquisitions or Dispositions by the Borrower

and the Restricted Subsidiaries completed during such period or the application of purchase accounting),

(iv) an amount equal to the aggregate net non-cash loss on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income, and

(v) cash receipts in respect of Swap Contracts during such fiscal year to the extent not otherwise included in such Consolidated Net Income; over

(b) the sum, without duplication, of:

(i) an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income and cash charges included in clauses (a) through (i) of the definition of Consolidated Net Income,

(ii) without duplication of amounts deducted pursuant to clause (xi) below in prior fiscal years, the amount of Capital Expenditures or acquisitions of intellectual property accrued or made in cash during such period, except to the extent that such Capital Expenditures or acquisitions were financed with the proceeds of Indebtedness of the Borrower or the Restricted Subsidiaries,

(iii) the aggregate amount of all principal payments of Indebtedness of the Borrower and the Restricted Subsidiaries (including (A) the principal component of payments in respect of Capitalized Leases and (B) the amount of any mandatory prepayment of Term Loans pursuant to Section 2.05(b)(ii) to the extent required due to a Disposition that resulted in an increase to such Consolidated Net Income and not in excess of the amount of such increase but excluding (X) all other prepayments of Term Loans, (Y) all prepayments of Revolving Credit Loans and Swing Line Loans and (Z) all prepayments in respect of any other revolving credit facility, except, in the case of clauses (Y) and (Z), to the extent there is an equivalent permanent reduction in commitments thereunder) made during such period, except to the extent financed with the proceeds of other Indebtedness of the Borrower or the Restricted Subsidiaries,

(iv) an amount equal to the aggregate net non-cash gain on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income,

(v) increases in Consolidated Working Capital for such period (other than any such increases arising from acquisitions or Dispositions by the Borrower and the Restricted Subsidiaries completed during such period or the application of purchase accounting),

(vi) cash payments by the Borrower and the Restricted Subsidiaries during such period in respect of long-term liabilities of the Borrower and the

Restricted Subsidiaries other than Indebtedness to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income,

(vii) without duplication of amounts deducted pursuant to clause (xi) below in prior fiscal years, the amount of Investments and acquisitions made during such period to the extent that such Investments and acquisitions were financed with internally generated cash flow of the Borrower and the Restricted Subsidiaries,

(viii) the amount of Restricted Payments paid during such period pursuant to Sections 7.06(f), 7.06(g), 7.06(h), 7.06(i), 7.06(j), 7.07(k), 7.06(l) and 7.06(m) and to the extent such Restricted Payments were financed with internally generated cash flow of the Borrower and the Restricted Subsidiaries,

(ix) the aggregate amount of expenditures actually made by the Borrower and the Restricted Subsidiaries from internally generated cash flow of the Borrower and the Restricted Subsidiaries during such period (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such period or are not deducted in calculating Consolidated Net Income,

(x) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by Holdings, the Borrower and the Restricted Subsidiaries during such period that are made in connection with any prepayment of Indebtedness to the extent such payments are not expensed during such period or are not deducted in calculating Consolidated Net Income,

(xi) without duplication of amounts deducted from Excess Cash Flow in prior periods, (A) the aggregate consideration required to be paid in cash by the Borrower or any of the Restricted Subsidiaries pursuant to binding contracts (the **Contract Consideration**) entered into prior to or during such period or (B) any planned cash expenditures by the Borrower or any of the Restricted Subsidiaries (the **Planned Expenditures**), in each case relating to Permitted Acquisitions, Capital Expenditures or acquisitions of intellectual property to be consummated or made during the period of four consecutive fiscal quarters of the Borrower following the end of such period; *provided* that, to the extent the aggregate amount of internally generated cash flow actually utilized to finance such Permitted Acquisitions, Capital Expenditures or acquisitions of intellectual property during such period of four consecutive fiscal quarters is less than the Contract Consideration and the Planned Expenditures, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of such period of four consecutive fiscal quarters,

(xii) the amount of cash taxes paid or tax reserves set aside or payable (without duplication) in such period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period, and

(xiii) cash expenditures in respect of Swap Contracts during such fiscal year to the extent not deducted in arriving at such Consolidated Net Income.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Exchange Notes means, collectively, the Senior Exchange Notes and the Senior Subordinated Exchange Notes.

Exchange Notes Indentures means, collectively, the Senior Exchange Notes Indenture and the Senior Subordinated Exchange Notes Indenture.

Excluded Subsidiary means (a) any Subsidiary that is not a wholly owned Subsidiary, (b) any Securitization Subsidiary, (c) each Subsidiary listed on Schedule 1.01C, (d) any Subsidiary that is prohibited by contractual requirements (other than contractual requirements entered into by such Subsidiary to avoid guaranteeing the Obligations) or applicable Law from guaranteeing the Obligations, (e) any Domestic Subsidiary that is a Subsidiary of a Foreign Subsidiary, (f) any Restricted Subsidiary acquired pursuant to a Permitted Acquisition financed with secured Indebtedness incurred pursuant to Section 7.03(g) and each Restricted Subsidiary thereof that guarantees such Indebtedness; *provided* that each such Restricted Subsidiary shall cease to be an Excluded Subsidiary under this clause (f) if such secured Indebtedness is repaid or becomes unsecured or if such Restricted Subsidiary ceases to guarantee such secured Indebtedness, as applicable, (g) any other Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent (confirmed in writing by notice to the Borrower), the cost or other consequences (including any adverse tax consequences) of providing the Guaranty shall be excessive in view of the benefits to be obtained by the Lenders therefrom and (h) each Unrestricted Subsidiary.

Existing Revolving Credit Loan Tranche has the meaning provided in Section 2.17(a).

Existing Term Loan Tranche has the meaning provided in Section 2.16(a).

Extended Alternative Currency Revolving Credit Commitment means each commitment of any Lender which previously constituted a New Alternative Currency Revolving Credit Commitment that is extended in accordance with Section 2.17, as well as any commitment of a Lender acquired by way of additions to such Class in accordance with the terms of this Agreement, as such commitments of the various Lenders may be adjusted from time to time in accordance with the terms of this Agreement (including as a result of permitted increases thereto, and reductions thereto, in accordance with the terms of this Agreement and adjusted for assignments effected in accordance with the provisions of Section 10.07(b)).

Extended Alternative Currency Revolving Credit Loans means an Alternative Currency Revolving Credit Loan made by an Extending Alternative Currency Revolving Credit Lender pursuant to its Extended Alternative Currency Revolving Credit Commitment (or originally made pursuant to a New Alternative Currency Revolving Credit Commitment to the extent same has been converted into an Extended Alternative Currency Revolving Credit Commitment).

Extended Dollar Revolving Credit Commitment means each commitment of any Lender which previously constituted a New Dollar Revolving Credit Commitment that is extended in accordance with Section 2.17, as well as any commitment of a Lender acquired by way of additions to such Class in accordance with the terms of this Agreement, as such commitments of the various Lenders may be adjusted from time to time in accordance with the terms of this Agreement (including as a result of permitted increases thereto, and reductions thereto, in accordance with the terms of this Agreement and adjusted for assignments effected in accordance with the provisions of Section 10.07(b)).

Extended Dollar Revolving Credit Loans means a Dollar Revolving Credit Loan made by an Extending Dollar Revolving Credit Lender pursuant to its Extended Dollar Revolving Credit Commitment (or originally made pursuant to a New Dollar Revolving Credit Commitment to the extent same has been converted into an Extended Dollar Revolving Credit Commitment).

Extended Revolving Credit Commitments has the meaning provided in Section 2.17(a).

Extended Revolving Credit Loans has the meaning provided in Section 2.17(a).

Extended Term Loans has the meaning provided in Section 2.17(a).

Extending Alternative Currency Revolving Credit Lender means, at any time, any Lender that has an Extended Alternative Currency Revolving Credit Commitment and/or related Alternative Currency Revolving Credit Exposure incurred pursuant thereto at such time.

Extending Dollar Revolving Credit Lender means, at any time, any Lender that has an Extended Dollar Revolving Credit Commitment and/or related Dollar Revolving Credit Exposure incurred pursuant thereto at such time.

Extending Revolving Credit Lender has the meaning provided in Section 2.17(b).

Extending Term Lender has the meaning provided in Section 2.16(b).

Extension Request means a notice to the Administrative Agent setting forth the proposed terms of (i) Extended Term Loans in accordance with Section 2.16(a) or (ii) Extended Revolving Credit Commitments in accordance with Section 2.17(a).

Extension Series shall mean and include each Revolving Credit Loan Extension Series and each Term Loan Extension Series.

Facility means each Class of Term Loans and each Class of Revolving Credit Facility Commitments, each as a separate Facility, as the context may require.

Fair Market Value means, with respect to any asset or liability, the fair market value of such asset or liability as determined by the Borrower in good faith.

Federal Funds Rate means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Administrative Agent on such day on such transactions as determined by the Administrative Agent.

Flood Insurance Laws means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statute thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto and (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto.

Foreign Casualty Event has the meaning specified in Section 2.05(b)(vii).

Foreign Disposition has the meaning specified in Section 2.05(b)(vii).

Foreign Lender has the meaning specified in Section 3.01(b).

Foreign Plan means any material employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by, or entered into with, Holdings or any Subsidiary of Holdings with respect to employees employed outside the United States.

Foreign Subsidiary means any direct or indirect Restricted Subsidiary of the Borrower that is not a Domestic Subsidiary.

FRB means the Board of Governors of the Federal Reserve System of the United States.

Fund means any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course.

Funded Debt means all Indebtedness of the Borrower and the Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including Indebtedness in respect of the Loans.

GAAP means generally accepted accounting principles in the United States of America, as in effect from time to time; *provided, however*, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

Governmental Authority means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

Granting Lender has the meaning specified in Section 10.07(h).

Guarantee means, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another Person (the **primary obligor**) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or monetary other obligation of the payment or performance of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or monetary other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); *provided* that the term **Guarantee** shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any **Guarantee** shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, 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 the guaranteeing Person in good faith. The term **Guarantee** as a verb has a corresponding meaning.

Guarantors has the meaning specified in the definition of **Collateral and Guarantee Requirement**.

Guaranty means (a) the guaranty made by Holdings and the other Guarantors in favor of the Administrative Agent on behalf of the Secured Parties pursuant to clause (b)(i) of the definition of Collateral and Guarantee Requirement, substantially in the form of Exhibit F and (b) each other guaranty and guaranty supplement delivered pursuant to Section 6.11.

Hazardous Materials means all explosive or radioactive substances or wastes, all hazardous or toxic substances, and all wastes or pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas and infectious or medical wastes regulated pursuant to any Environmental Law.

Hedge Bank means any Person that is an Agent, a Lender, a Joint Bookrunner or an Affiliate of any of the foregoing on the Closing Date or at the time it enters into a Secured Hedge Agreement, in its capacity as a party thereto, whether or not such Person subsequently ceases to be an Agent, a Lender or an Affiliate of any of the foregoing.

Holdings has the meaning specified in the introductory paragraph to this Agreement.

Honor Date has the meaning specified in Section 2.03(c)(i).

Incremental Alternative Currency Revolving Credit Commitment has the meaning assigned to such term in Section 2.14(a)(i).

Incremental Alternative Currency Revolving Credit Loans has the meaning assigned to such term in Section 2.14(a)(i).

Incremental Dollar Revolving Credit Commitments has the meaning set forth in Section 2.14(a)(i).

Incremental Dollar Revolving Credit Loans has the meaning assigned to such term in Section 2.14(a)(i).

Incremental Dollar Term Loans has the meaning assigned to such term in Section 2.14(a)(ii).

Incremental Euro Term Loans has the meaning assigned to such term in Section 2.14(a)(ii).

Incremental Revolving Facilities has the meaning assigned to such term in Section 2.14(a)(i).

Incremental Revolving Facility Amendment has the meaning assigned to such term in Section 2.14(b)(ii).

Incremental Revolving Facility Closing Date has the meaning assigned to such term in Section 2.14(b)(ii).

Incremental Revolving Loans has the meaning assigned to such term in Section 2.14(a)(i).

Incremental Term Facilities has the meaning assigned to such term in Section 2.14(a)(ii).

Incremental Term Facility Amendment has the meaning assigned to such term in Section 2.14(b)(iii).

Incremental Term Facility Closing Date has the meaning assigned to such term in Section 2.14(b)(iii).

Incremental Term Loans has the meaning assigned to such term in Section 2.14(a)(ii).

Indebtedness means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount (after giving effect to any prior drawings or reductions that may have been reimbursed) of all letters of credit (including standby and commercial), bankers' acceptances, bank guarantees, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts and accrued expenses payable in the ordinary course of business and (ii) any earn-out obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and if not paid after becoming due and payable);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness;

(g) all obligations of such Person in respect of Disqualified Equity Interests; and

(h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall (A) include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent such Person's liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would be included in the calculation of Consolidated Total Debt and (B) in the case of Holdings and its Subsidiaries, exclude all intercompany Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary of business. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

Indemnified Liabilities has the meaning specified in Section 10.05.

Indemnitees has the meaning specified in Section 10.05.

Independent Financial Advisor means an accounting, appraisal, investment banking firm or consultant of nationally recognized standing that is, in the good faith judgment of the Borrower, qualified to perform the task for which it has been engaged and that is independent of the Borrower and its Affiliates.

Information has the meaning specified in Section 10.08.

Intellectual Property Security Agreements has the meaning specified in the Security Agreement.

Intercreditor Agreements means, collectively, the ABL Intercreditor Agreement, any Pari Passu Intercreditor Agreement, if any, and any Junior Lien Intercreditor Agreement, if any.

Interest Payment Date means, (a) as to any Loan of any Class other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the applicable Maturity Date of the Facility under which such Loan was made; *provided* that if any Interest Period for a Eurocurrency Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any Base Rate Loan of any Class (including a Swing Line Loan), the last Business Day of each March, June, September and December and the applicable Maturity Date of the Facility under which such Loan was made.

Interest Period means, as to each Eurocurrency Rate Loan, the period commencing on the date such Eurocurrency Rate Loan is disbursed or converted to or continued as a Eurocurrency Rate Loan and ending on the date one, two, three or six months thereafter, or to the extent generally available from each Lender of such Eurocurrency Rate Loan, nine or twelve months (or such period of less than one month as may be consented to by the Administrative Agent), as selected by the Borrower in its Committed Loan Notice; *provided* that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the applicable Maturity Date for the Class of Loans under which such Eurocurrency Rate Loan is a part.

Investment means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person (excluding, in the case of Holdings and its Subsidiaries, intercompany loans, advances, or 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) or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For purposes of covenant compliance, the amount of any Investment at any time shall be the amount actually invested (measured at the time made), without adjustment for subsequent changes in the value of such Investment, net of any return representing a return of capital with respect to such Investment.

Investment Grade Rating means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, or an equivalent rating by any other nationally recognized statistical rating agency selected by the Borrower.

Investment Grade Securities means (a) securities issued or directly and fully guaranteed or insured by the government of the United States of America or any agency or instrumentality thereof (other than Cash Equivalents), (b) debt securities or debt instruments with an Investment Grade Rating, but excluding any debt securities or instruments constituting loans or advances among the Borrower and its Subsidiaries, (c) investments in any fund that invests exclusively in investments of the type described in clauses (a) and (b), which fund may also hold immaterial amounts of cash pending investment or distribution and (d) corresponding instruments in countries other than the United States of America customarily utilized for high quality investments, in each case, consistent with the Borrower's cash management and investment practices.

IP Rights has the meaning specified in Section 5.15.

IRS means the United States Internal Revenue Service.

ISP means, with respect to any Letter of Credit, the International Standby Practices 1998 published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance).

Issuer Documents means, with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by an L/C Issuer and the Borrower (or any of its Subsidiaries) or in favor of such L/C Issuer and relating to such Letter of Credit.

Joint Bookrunner means each of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc., Barclays Bank PLC, Goldman Sachs Credit Partners L.P., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC.

Judgment Currency has the meaning specified in Section 10.18.

Junior Financing has the meaning specified in Section 7.12(a)(i).

Junior Financing Documentation means any documentation governing any Junior Financing.

Junior Lien Intercreditor Agreement an intercreditor agreement among the Borrower, the other Loan Parties, the Administrative Agent and one or more Senior Representatives representing holders of one or more series of Permitted Junior Priority Debt, as applicable, in form and substance reasonably satisfactory to the Administrative Agent and the Loan Parties and consistent with those terms provided in the Pari Passu Intercreditor Term Sheet attached hereto as Exhibit J-2, as such intercreditor agreement may be amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

Latest Maturity Date means, at any date of determination, the latest Maturity Date applicable to any Loan or Commitment hereunder as of such date of determination.

Laws means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities and executive orders, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority.

L/C Advances means the collective reference to Dollar L/C Advances and Alternative Currency L/C Advances.

L/C Borrowing means the collective reference to Dollar L/C Borrowings and Alternative Currency L/C Borrowings.

L/C Credit Extensions means the collective reference to the Dollar L/C Credit Extensions and the Alternative Currency L/C Credit Extensions.

L/C Issuer means the collective reference to each Dollar L/C Issuer and each Alternative Currency L/C Issuer.

L/C Obligations means the collective reference to the Dollar L/C Obligations and the Alternative Currency L/C Obligations.

L/C Sublimit means an amount equal to \$100,000,000.

Lender has the meaning specified in the introductory paragraph to this Agreement and, as the context requires, includes an L/C Issuer, the Swing Line Lender, each Revolving Credit Lender, each Term Lender and each Person that shall become party hereto pursuant to an Assignment and Assumption, an Incremental Amendment or a Refinancing Amendment, and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a Lender.

Lending Office means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Borrower and the Administrative Agent.

Letter of Credit means any letter of credit issued hereunder. A Letter of Credit shall only be a standby letter of credit unless otherwise agreed by the relevant L/C Issuer.

Letter of Credit Application means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the relevant L/C Issuer.

Letter of Credit Expiration Date means the day that is five (5) Business Days prior to the scheduled Maturity Date then in effect for the applicable Facility (or, if such day is not a Business Day, the next preceding Business Day).

Lien means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing); *provided*, that in no event shall an operating lease be deemed a Lien.

Loan means an extension of credit by a Lender to the Borrower under Article II in the form of a Term Loan, a Revolving Credit Loan or a Swing Line Loan.

Loan Documents means, collectively, (i) this Agreement, (ii) the Notes, (iii) the Guaranty, (iv) the Collateral Documents, (v) the Issuer Documents, (vi) the ABL Intercreditor Agreement, (vii) on and after the execution and delivery thereof, each other Intercreditor Agreement, (viii) any Incremental Revolving Facility Amendment, (ix) any Incremental Term Facility Amendment, (x) any Refinancing Amendment and (xi) any amendments to, and/or amendments and restatements of, any of the foregoing.

Loan Parties means, collectively, (i) Holdings, (ii) the Borrower and (iii) each other Guarantor.

Management Stockholders means the members of management of Holdings or any of its Subsidiaries who are investors in Holdings or any direct or indirect parent thereof.

Mandatory Cost means, with respect to any period, the percentage rate per annum determined in accordance with Schedule 1.01D.

Master Agreement has the meaning specified in the definition of Swap Contract.

Material Adverse Effect means a circumstance or condition affecting the business, operations, assets, liabilities (actual or contingent) or financial condition of Holdings and its Subsidiaries, taken as a whole, that would materially adversely affect (a) the ability of the Loan Parties (taken as a whole) to perform their respective payment obligations under any Loan Document to which any of the Loan Parties is a party or (b) the rights and remedies of the Lenders or the Administrative Agent under any Loan Document.

Material Domestic Subsidiary means, at any date of determination, each of the Borrower's Domestic Subsidiaries (a) whose total assets at the last day of the most recent Test Period were equal to or greater than 2.5% of Total Assets at such date or (b) whose gross revenues for such Test Period were equal to or greater than 2.5% of the consolidated gross revenues of the Borrower and the Restricted Subsidiaries for such period, in each case determined in accordance with GAAP; *provided* that if, at any time and from time to time after the Closing Date, Domestic Subsidiaries that are not Guarantors solely because they do not meet the thresholds set forth in clauses (a) or (b) comprise in the aggregate more than 5.0% of Total Assets as of the end of the most recently ended fiscal quarter of the Borrower for which financial statements have been delivered pursuant to Section 6.01 or more than 5.0% of the gross revenues of the Borrower and the Restricted Subsidiaries for the period of four consecutive fiscal quarters ending as of the last day of such fiscal quarter, then the Borrower shall, not later than 45 days after the date by which financial statements for such quarter are required to be delivered pursuant to this Agreement, designate in writing to the Administrative Agent one or more of such Domestic Subsidiaries as Material Domestic Subsidiaries to the extent required such that the foregoing condition ceases to be true and comply with the provisions of Section 6.11 applicable to such Subsidiary.

Material Foreign Subsidiary means, at any date of determination, each of the Borrower's Foreign Subsidiaries (a) whose total assets at the last day of the most recent Test Period were equal to or greater than 2.5% of Total Assets at such date or (b) whose gross revenues for such Test Period were equal to or greater than 2.5% of the consolidated gross revenues of the Borrower and the Restricted Subsidiaries for such period, in each case determined in accordance with GAAP.

Material Real Property means (i) any real property owned by any Loan Party as to which a Mortgage applied as of the Closing Date; and (ii) any real property acquired by any U.S. Loan Party after the Closing Date with a Fair Market Value in excess of \$10,000,000.

Material Subsidiary means any Material Domestic Subsidiary or any Material Foreign Subsidiary.

Maturity Date means (a) with respect to the Dollar Term B Loans and the Euro Term B Loans, March 25, 2015, (b) with respect to any Dollar Term B-1 Loans and Euro Term B-1 Loans, July 25, 2017 and (c) with respect to the Revolving Credit Facilities in effect on the Restatement Effective Date, April 25, 2017; *provided* that if as of December 23, 2014, there is an outstanding aggregate principal amount of Dollar Term B Loans and Euro Term B Loans in excess of \$200,000,000, then such Revolving Credit Facilities will mature on December 24, 2014, and (d) with respect to any Incremental Term Loans, any Incremental Revolving Loans, any Other Term Loans, any Other Revolving Credit Loans, any Extended Term Loans of a given Term Loan Extension Series or any Extended Revolving Credit Loans of a given Revolving Credit Loan Extension Series, the date specified as the **Maturity Date** therefor in the applicable Incremental Amendment, Refinancing Amendment, Term Loan Extension Amendment or Revolver Extension Amendment, as the case may be, permitted hereunder. As used herein, the scheduled Maturity Date of any Class shall be determined without giving effect to any non-scheduled mandatory repayments or commitment reductions, springing maturities or similar concepts.

Maximum Rate has the meaning specified in Section 10.10.

Merger has the meaning specified in the preliminary statements to this Agreement.

Merger Agreement means the Agreement and Plan of Merger dated as of December 18, 2006 (amended and restated as of June 7, 2007), by and among Holdings, Merger Sub and the Borrower.

Merger Consideration means an amount equal to the total funds required to pay to the holder of each share of issued and outstanding common stock of the Borrower immediately prior to the consummation of the Merger (excluding shares tendered pursuant to the Offer and subject to certain exceptions as set forth in the Merger Agreement) an aggregate amount of \$46.00 in cash.

Merger Sub has the meaning specified in the preliminary statements to this Agreement.

Minority Investment means any Person other than a Subsidiary in which the Borrower or any Restricted Subsidiary owns any Equity Interests.

Moody's means Moody's Investors Service, Inc. and any successor thereto.

Mortgages means collectively, the deeds of trust, trust deeds, hypothecs and mortgages made by the Loan Parties in favor or for the benefit of the Administrative Agent on behalf of the Lenders in form and substance reasonably satisfactory to the Administrative Agent, and any other mortgages executed and delivered pursuant to Section 6.11.

Mortgaged Properties has the meaning specified in paragraph (f) of the definition of Collateral and Guarantee Requirement.

Multiemployer Plan means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which Holdings, the Borrower or any of their respective ERISA Affiliates makes or is obligated to make contributions, or during the period since May 31, 2005, has made or been obligated to make contributions.

Net Cash Proceeds means:

(a) with respect to the Disposition of any asset by the Borrower or any of the Restricted Subsidiaries or any Casualty Event, the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such Disposition or Casualty Event (including any cash and Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and, with respect to any Casualty Event, any insurance proceeds or condemnation awards in respect of such Casualty Event actually received by or paid to or for the account of the Borrower or any of the Restricted Subsidiaries) over (ii) the sum of (A) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness that is secured by the asset subject to such Disposition or Casualty Event and that is required to be repaid in connection with such Disposition or Casualty Event (other than Indebtedness under the Loan Documents and Indebtedness secured by Liens subject to a Pari Passu Intercreditor Agreement or Junior Lien Intercreditor Agreement), (B) the out-of-pocket fees and expenses (including attorneys' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses and brokerage, consultant and other customary fees) actually incurred by the Borrower or such Restricted Subsidiary in connection with such Disposition or Casualty Event, (C) taxes or distributions made pursuant to Section 7.06(g)(i) or (g)(iii) paid or estimated to be payable in connection therewith (including withholding taxes imposed on the repatriation of any such Net Cash Proceeds), (D) in the case of any Disposition or Casualty Event by a non-wholly owned Restricted Subsidiary, the pro rata portion of the Net Cash Proceeds thereof (calculated without regard to this clause (D)) attributable to minority interests and not available for distribution to or for the account of the Borrower or a wholly owned Restricted Subsidiary as a result thereof, and (E) any reserve for adjustment in respect of (x) the sale price of such asset or assets established in accordance with GAAP and (y) any liabilities associated with such asset or assets and retained by the Borrower or any Restricted Subsidiary after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with such transaction, it being understood that Net Cash Proceeds shall include the amount of any reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in this clause (E); *provided* that (x) no net cash proceeds calculated in accordance with the foregoing realized in a single transaction or series of related transactions shall constitute Net Cash Proceeds unless such net cash proceeds shall exceed \$20,000,000 and (y) no such net cash proceeds shall constitute Net Cash Proceeds under this clause (a) in any fiscal year until the aggregate

amount of all such net cash proceeds in such fiscal year shall exceed \$50,000,000 (and thereafter only net cash proceeds in excess of such amount shall constitute Net Cash Proceeds under this clause (a)); and

(b) (i) with respect to the incurrence or issuance of any Indebtedness by the Borrower or any Restricted Subsidiary or any Permitted Equity Issuance by the Borrower or any direct or indirect parent of the Borrower, the excess, if any, of (A) the sum of the cash and Cash Equivalents received in connection with such incurrence or issuance over (B)(x) taxes or distributions made pursuant to Section 7.06(g)(i) paid or estimated to be payable in connection therewith (including withholding taxes imposed on the repatriation of any cash received in connection with such incurrence or issuance) and (y) the investment banking fees, underwriting discounts, commissions, costs and other out-of-pocket expenses and other customary expenses, incurred by the Borrower or such Restricted Subsidiary in connection with such incurrence or issuance and (ii) with respect to any Permitted Equity Issuance by any direct or indirect parent of the Borrower, the amount of cash from such Permitted Equity Issuance contributed to the capital of the Borrower.

Net Income means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends.

New Alternative Currency Revolving Credit Commitment means, as to each Alternative Currency Revolving Credit Lender, the obligation of such Lender to make Alternative Currency Revolving Credit Loans to the Borrower pursuant to Section 2.01(b)(ii) and (b) purchase participations in Alternative Currency L/C Obligations, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01A under the caption **Alternative Currency Revolving Credit Commitment** as in effect on the Restatement Effective Date, as well as any commitment of a Lender acquired by way of additions to such Class or by an Assignment and Assumption in accordance with the terms of this Agreement, as such commitments of the various Lenders may be adjusted from time to time in accordance with the terms of this Agreement (including as a result of permitted increases thereto, and reductions thereto, in accordance with the terms of this Agreement and adjusted for assignments effected in accordance with the provisions of Section 10.07(b)); *provided* that the New Alternative Currency Revolving Credit Commitment of any Lender shall exclude any portion of such commitments which are extended pursuant to one or more Revolver Extension Amendments.

New Alternative Currency Revolving Credit Lender means, at any time, any Lender that has a New Alternative Currency Revolving Credit Commitment and/or related Alternative Currency Revolving Credit Exposure incurred pursuant thereto at such time.

New Alternative Currency Revolving Credit Loans means an Alternative Currency Revolving Credit Loan made by a New Alternative Currency Revolving Credit Lender pursuant to its New Alternative Currency Revolving Credit Commitment (and Alternative Currency Revolving Credit Loans to the extent originally made pursuant to a New Alternative Currency Revolving Credit Commitment which has been converted into an Extended Alternative

Currency Revolving Credit Commitment, which Loans shall thereafter be Extended Alternative Currency Revolving Credit Loans).

New Dollar Revolving Credit Commitment means, as to each Dollar Revolving Credit Lender, the obligation of such Lender to make Dollar Revolving Credit Loans to the Borrower pursuant to Section 2.01(b)(i), (b) purchase participations in Dollar L/C Obligations in respect of Dollar Letters of Credit and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth, and opposite such Lender's name on Schedule 2.01A under the caption "Dollar Revolving Credit Commitment" as in effect on the Restatement Effective Date, as well as any commitment of a Lender acquired by way of additions to such Class or by an Assignment and Assumption in accordance with the terms of this Agreement, as such commitments of the various Lenders may be adjusted from time to time in accordance with the terms of this Agreement (including as a result of permitted increases thereto, and reductions thereto, in accordance with the terms of this Agreement and adjusted for assignments effected in accordance with the provisions of Section 10.07(b)); *provided that the New Dollar Revolving Credit Commitment of any Lender shall exclude any portion of such commitments which are extended pursuant to one or more Revolver Extension Amendments.*

New Dollar Revolving Credit Lender means, at any time, any Lender that has a New Dollar Revolving Credit Commitment and/or related Dollar Revolving Credit Exposure incurred pursuant thereto at such time.

New Dollar Revolving Credit Loans means a Dollar Revolving Credit Loan made by a New Dollar Revolving Credit Lender pursuant to its New Dollar Revolving Credit Commitment (and Dollar Revolving Credit Loans to the extent originally made pursuant to a New Dollar Revolving Credit Commitment which has been converted into an Extended Dollar Revolving Credit Commitment, which Loans shall thereafter be Extended Dollar Revolving Credit Loans).

New Revolving Credit Lender means a New Dollar Revolving Credit Lender and/or a New Alternative Currency Revolving Credit Lender, as the context may require.

New Revolving Credit Commitment means a New Dollar Revolving Credit Commitment and/or a New Alternative Currency Revolving Credit Commitment, as the context may require.

New Revolving Credit Loans means New Dollar Revolving Credit Loans and/or New Alternative Currency Revolving Credit Loans, as the context may require.

Non-Consenting Lender has the meaning specified in Section 3.07(d).

Non-Extension Notice Date has the meaning specified in Section 2.03(b)(iii).

Non-Loan Party means any Subsidiary of the Borrower that is not a Loan Party.

Note means a Dollar Term Note, a Euro Term Note, a Dollar Revolving Credit Note or an Alternative Currency Revolving Credit Note, as the context may require.

Obligations means all (x) advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding, (y) obligations of any Loan Party arising under any Secured Hedge Agreement and (z) Cash Management Obligations. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents (and any of their Subsidiaries to the extent they have obligations under the Loan Documents) include the obligation (including guarantee obligations) to pay principal, interest, Letter of Credit, reimbursement obligations, charges, expenses, fees, Attorney Costs, indemnities and other amounts payable by any Loan Party under any Loan Document. For the avoidance of doubt, all Obligations outstanding under the Original Credit Agreement, to the extent not paid on the Restatement Effective Date, shall continue under this Agreement as outstanding Obligations except to the extent expressly modified hereby.

Offer has the meaning specified in the preliminary statements to this Agreement.

Option Accounting Issues means, with respect to the Borrower and its Subsidiaries, any failure to (x) properly document the measurement date for any stock option grant, (y) record stock option expense (or other items relating thereto) in accordance with GAAP or (z) issue stock options in accordance with the terms of any applicable Stock Plan (as defined in the Merger Agreement), in each case to the extent occurring prior to June 4, 2007.

OID means original issue discount.

Organization Documents means (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

Original Credit Agreement means the Credit Agreement, dated as of September 25, 2007, by and among the Borrower, Holdings, the lenders party thereto and Bank of America, N.A., as administrative agent and collateral agent.

Original Revolving Credit Commitments means the Alternative Currency Revolving Credit Commitments and the Dollar Revolving Credit Commitments under the Original Credit Agreement in effect on the Restatement Effective Date.

Other Revolving Credit Commitments means one or more Classes of revolving credit commitments hereunder or extended Revolving Credit Commitments that result from a Refinancing Amendment.

Other Revolving Credit Loans means the Revolving Credit Loans made pursuant to any Other Revolving Credit Commitment.

Other Taxes has the meaning specified in Section 3.01(h).

Other Term Commitments means one or more Classes of term loan commitments hereunder that result from a Refinancing Amendment.

Other Term Loans means one or more Classes of Term Loans that result from a Refinancing Amendment.

Outstanding Amount means (a) with respect to the Term Loans of any Class, Revolving Credit Loans of any Class and Swing Line Loans on any date, the Dollar Amount thereof after giving effect to any borrowings and prepayments or repayments of Term Loans of any Class, Revolving Credit Loans of any Class (including any refinancing of outstanding Unreimbursed Amounts under Letters of Credit or L/C Credit Extensions as a Revolving Credit Borrowing) and Swing Line Loans, as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the Dollar Amount thereof on such date after giving effect to any related L/C Credit Extension occurring on such date and any other changes thereto as of such date, including as a result of any reimbursements of outstanding Unreimbursed Amounts under related Letters of Credit (including any refinancing of outstanding Unreimbursed Amounts under related Letters of Credit or related L/C Credit Extensions as a Revolving Credit Borrowing) or any reductions in the maximum amount available for drawing under related Letters of Credit taking effect on such date.

Overnight Rate means, for any day, (a) with respect to any amount denominated in Dollars, the greater of (i) the Federal Funds Rate and (ii) an overnight rate determined by the Administrative Agent, an L/C Issuer, or the Swing Line Lender, as applicable, in accordance with banking industry rules on interbank compensation, and (b) with respect to any amount denominated in an Alternative Currency, the rate of interest per annum at which overnight deposits in the applicable Alternative Currency, in an amount approximately equal to the amount with respect to which such rate is being determined, would be offered for such day by a branch or Affiliate of the Administrative Agent in the applicable offshore interbank market for such currency to major banks in such interbank market.

Pari Passu Intercreditor Agreement means an intercreditor agreement among the Borrower, the other Loan Parties, the Administrative Agent and one or more Senior Representatives representing holders of each series of Permitted Pari Passu Debt, as applicable, in form and substance reasonably satisfactory to the Administrative Agent and the Loan Parties and consistent with those terms provided in the Pari Passu Intercreditor Term Sheet attached

hereto as Exhibit J-1, as such intercreditor agreement may be amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

Participant has the meaning specified in Section 10.07(e).

Participant Register has the meaning specified in Section 11.07(e).

Participating Member State means each state so described in any EMU Legislation.

PBGC means the Pension Benefit Guaranty Corporation.

Pension Act means the U.S. Pension Protection Act of 2006, as amended.

Pension Plan means any employee pension benefit plan (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by Holdings, the Borrower or any of their respective ERISA Affiliates or to which Holdings, the Borrower or any of their respective ERISA Affiliates contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time since May 31, 2005.

Permitted Acquisition has the meaning specified in Section 7.02(j).

Permitted Equity Issuance means any sale or issuance of any Qualified Equity Interests of the Borrower or any direct or indirect parent of the Borrower, in each case to the extent permitted hereunder.

Permitted Pari Passu Debt means any secured Indebtedness incurred by a Borrower in the form of one or more series of senior secured notes or senior secured loans incurred pursuant to Section 7.03(s) or Section 7.03(aa); *provided* that (i) such Indebtedness is secured by all or any portion of the Collateral on a pari passu basis (but without regard to the control of remedies) with the Obligations and is not secured by any property or assets of the Borrowers or any Subsidiary other than all or any portion of the Collateral, (ii) such Indebtedness does not mature or have scheduled amortization or payments of principal prior to the date that is ninety-one (91) days after the Latest Maturity Date at the time such Indebtedness is incurred, (iii) the security agreements relating to such Indebtedness are substantially the same as the Collateral Documents (with such differences as are reasonably satisfactory to the Administrative Agent), (iv) such Indebtedness is not guaranteed by any Subsidiaries other than Loan Parties and (v) a Senior Representative acting on behalf of the holders of such Indebtedness shall have become party to the Pari Passu Intercreditor Agreement; *provided* that if such Indebtedness is the initial Permitted Pari Passu Debt incurred by a Borrower, then such Borrower, the applicable Loan Parties, the Administrative Agent and the Senior Representative for such Indebtedness shall have executed and delivered the Pari Passu Intercreditor Agreement. Permitted Pari Passu Debt will include any Registered Equivalent Notes issued in exchange therefor.

Permitted Holders means each of (i) the Sponsor Group and (ii) the Management Stockholders.

Permitted Junior Priority Debt means secured Indebtedness incurred by a Borrower in the form of one or more series of second lien secured notes or second lien secured loans incurred pursuant to Section 7.03(s) or Section 7.03(aa); *provided* that (i) such Indebtedness is secured by all or any portion of the Collateral on a second lien, subordinated basis to the Obligations and the obligations in respect of any Permitted Pari Passu Debt and is not secured by any property or assets of Holdings, the Borrowers or any Restricted Subsidiary other than all or any portion of the Collateral, (ii) such Indebtedness does not mature or have scheduled amortization or payments of principal prior to the date that is ninety-one (91) days after the Latest Maturity Date at the time such Indebtedness is incurred, (iii) the security agreements relating to such Indebtedness are substantially the same as the Collateral Documents (with such differences as are reasonably satisfactory to the Administrative Agent), (iv) such Indebtedness is not guaranteed by any Subsidiaries other than Loan Parties and (v) a Senior Representative acting on behalf of the holders of such Indebtedness shall have become party to the Junior Lien Intercreditor Agreement; *provided* that if such Indebtedness is the initial Permitted Junior Priority Debt incurred by a Borrower, then the applicable Borrower, the applicable Loan Parties, the Administrative Agent and the Senior Representatives for such Indebtedness shall have executed and delivered the Junior Lien Intercreditor Agreement. Permitted Junior Priority Debt will include any Registered Equivalent Notes issued in exchange therefor.

Permitted Refinancing means, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; *provided* that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, (b) other than with respect to a Permitted Refinancing in respect of Indebtedness permitted pursuant to Section 7.03(b) or Section 7.03(e), such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended (except by virtue of amortization or prepayment of such Indebtedness prior to the time of incurrence of such Permitted Refinancing), (c) other than with respect to a Permitted Refinancing in respect of Indebtedness permitted pursuant to Section 7.03(e), at the time thereof, no Event of Default shall have occurred and be continuing, (d) if such Indebtedness being modified, refinanced, refunded, renewed or extended is Junior Financing, (i) to the extent such Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended, (ii) the terms and conditions (including, if applicable, as to collateral but excluding as to subordination, interest rate and redemption premium) of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, are not materially less favorable to the Loan Parties or the Lenders than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended; *provided* that a certificate of a Responsible Officer delivered to the

Administrative Agent at least five Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such five (5) Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees) and (iii) such modification, refinancing, refunding, renewal or extension is incurred by the Person who is the obligor of the Indebtedness being modified, refinanced, refunded, renewed or extended, (e) in the case of any Permitted Refinancing in respect of the ABL Facilities, such Permitted Refinancing is secured only by all or any portion of the Current Assets Collateral (but not by any other assets of the Loan Parties) and/or assets of Foreign Subsidiaries pursuant to one or more security agreements subject, in the case of the Current Assets Collateral only, to the ABL Intercreditor Agreement (or another intercreditor agreement containing terms that are at least as favorable to the Secured Parties as those contained in the ABL Intercreditor Agreement) and (f) in the case of a Permitted Refinancing of Indebtedness pursuant to Section 7.03(s) or (aa), such Permitted Refinancing shall be required to constitute (x) if the Indebtedness being refinanced was Permitted Pari Passu Debt, either Permitted Pari Passu Debt, Permitted Junior Priority Debt or Permitted Unsecured Debt, (y) if the respective Indebtedness being refinanced is Permitted Junior Priority Debt, either Permitted Junior Priority Debt or Permitted Unsecured Debt and (z) if the Indebtedness being refinanced is Permitted Unsecured Debt, Permitted Unsecured Debt.

Permitted Subordinated Notes means senior subordinated notes issued by the Borrower or a Guarantor, *provided* that (a) the terms of such notes provide for customary subordination of such notes to the Obligations and do not provide for any scheduled repayment, mandatory redemption, sinking fund obligation or other payment prior to the Latest Maturity Date then in effect for the Term Loans, other than customary offers to purchase upon a change of control, asset sale or casualty or condemnation event and customary acceleration rights upon an event of default and (b) the covenants, events of default, guarantees and other terms for such notes (*provided* that such notes shall have interest rates and redemption premiums determined by the Board of Directors of the Borrower to be market rates and premiums at the time of issuance of such notes), taken as a whole, are determined by the Board of Directors of the Borrower to be market terms on the date of issuance and in any event are not more restrictive on the Borrower and the Restricted Subsidiaries, or materially less favorable to the Lenders, than the terms of the Senior Subordinated Notes or the Senior Subordinated Exchange Notes and do not require the maintenance or achievement of any financial performance standards other than as a condition to taking specified actions, *provided* that a certificate of a Responsible Officer delivered to the Administrative Agent at least five Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees).

Permitted Subordinated Notes Documentation means any notes, instruments, agreements and other credit documents governing any Permitted Subordinated Notes.

Person means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

Permitted Unsecured Debt means unsecured Indebtedness incurred by a Borrower or any Loan Party in the form of one or more series of senior unsecured notes or loans incurred pursuant to Section 7.03(s) or Section 7.03(aa); *provided* that (i) such Indebtedness does not mature or have scheduled amortization or payments of principal prior to the date that is ninety-one (91) days after the Latest Maturity Date at the time such Indebtedness is incurred, (ii) if guaranteed, such Indebtedness is not guaranteed by any Subsidiaries other than the Guarantors and (iii) such Indebtedness is not secured by any Lien on any property or assets of Holdings, the Borrowers or any Restricted Subsidiary. Permitted Unsecured Debt will include any Registered Equivalent Notes issued in exchange therefor.

Plan means any material employee benefit plan (as such term is defined in Section 3(3) of ERISA), other than a Foreign Plan, established by Holdings, the Borrower or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any of their respective ERISA Affiliates.

Planned Expenditures has the meaning assigned to such term in the definition of Excess Cash Flow.

Platform has the meaning specified in Section 6.02.

Pledged Debt has the meaning specified in the Security Agreement.

Pledged Equity has the meaning specified in the Security Agreement.

Post-Acquisition Period means, with respect to any Permitted Acquisition, the period beginning on the date such Permitted Acquisition is consummated and ending on the last day of the sixth full consecutive fiscal quarter immediately following the date on which such Permitted Acquisition is consummated.

Principal L/C Issuer means any L/C Issuer that has issued Letters of Credit under the Revolving Credit Facilities having an aggregate Outstanding Amount in excess of \$10,000,000.

Pro Forma Adjustment means, for any Test Period that includes all or any part of a fiscal quarter included in any Post-Acquisition Period, with respect to the Acquired EBITDA of the applicable Acquired Entity or Business or Converted Restricted Subsidiary or the Consolidated EBITDA of the Borrower, the pro forma increase or decrease in such Acquired EBITDA or such Consolidated EBITDA, as the case may be, projected by the Borrower in good faith as a result of (a) actions taken during such Post-Acquisition Period for the purposes of realizing reasonably identifiable and factually supportable cost savings or (b) any additional costs incurred during such Post-Acquisition Period, in each case in connection with the combination of the operations of such Acquired Entity or Business or Converted Restricted

Subsidiary with the operations of the Borrower and the Restricted Subsidiaries; *provided* that, (i) at the election of the Borrower, such Pro Forma Adjustment shall not be required to be determined for any Acquired Entity or Business or Converted Restricted Subsidiary to the extent the aggregate consideration paid in connection with such acquisition was less than \$100,000,000 and (ii) so long as such actions are taken during such Post-Acquisition Period or such costs are incurred during such Post-Acquisition Period, it may be assumed that such cost savings will be realizable during the entirety of such Test Period, or such additional costs, as applicable, will be incurred during the entirety of such Test Period; *provided further* that any such pro forma increase or decrease to such Acquired EBITDA or such Consolidated EBITDA, as the case may be, shall be without duplication for cost savings or additional costs already included in such Acquired EBITDA or such Consolidated EBITDA, as the case may be, for such Test Period.

Pro Forma Balance Sheet has the meaning specified in Section 5.05(a)(ii).

Pro Forma Basis and **Pro Forma Effect** mean, with respect to compliance with any test or covenant hereunder, that (A) to the extent applicable, the Pro Forma Adjustment shall have been made and (B) all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement in such test or covenant: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (i) in the case of a Disposition of all or substantially all Equity Interests in any Subsidiary of Holdings or any division, product line, or facility used for operations of Holdings or any of its Subsidiaries, shall be excluded, and (ii) in the case of a Permitted Acquisition or Investment described in the definition of Specified Transaction, shall be included, (b) any retirement of Indebtedness, and (c) any Indebtedness incurred or assumed by the Borrower or any of the Restricted Subsidiaries in connection therewith and if such Indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination; *provided* that, without limiting the application of the Pro Forma Adjustment pursuant to (A) above, the foregoing pro forma adjustments may be applied to any such test or covenant solely to the extent that such adjustments are consistent with the definition of Consolidated EBITDA and give effect to events (including operating expense reductions) that are (as determined by the Borrower in good faith) (i) (x) directly attributable to such transaction, (y) expected to have a continuing impact on Holdings, the Borrower and the Restricted Subsidiaries and (z) factually supportable or (ii) otherwise consistent with the definition of Pro Forma Adjustment.

Pro Forma Financial Statements has the meaning specified in Section 5.05(a)(ii).

Pro Rata Share means, with respect to each Lender at any time and subject to Section 2.18, a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the amount of the Commitments and, if applicable and without duplication, Term Loans of such Lender under the applicable Facility or Facilities at such time and the denominator of which is the amount of the Aggregate Commitments and, if applicable and without duplication, Term Loans under the applicable Facility or Facilities at such time; *provided* that, in the case of a Revolving Credit Facility, if such Commitments have been

terminated, then the Pro Rata Share of each Lender shall be determined based on the Pro Rata Share of such Lender immediately prior to such termination and after giving effect to any subsequent assignments made pursuant to the terms hereof.

Projections shall have the meaning specified in Section 6.01(c).

Public Lender has the meaning specified in Section 6.02.

Purchasing Borrower Party has the meaning specified in Section 10.07(b).

Qualified Equity Interests means any Equity Interests that are not Disqualified Equity Interests.

Qualified Holding Company Debt means unsecured Indebtedness of Holdings (or any direct or indirect parent thereof), (a) the terms of which do not provide for any scheduled repayment, mandatory redemption or sinking fund obligation prior to the final maturity of the Term Loans (as in effect on the Closing Date) (other than customary offers to purchase upon a change of control, asset sale or event of loss and customary acceleration rights after an event of default), (b) the covenants, events of default, guarantees and other terms of which (other than interest rate and redemption premiums), taken as a whole, are not more restrictive to the Borrower and the Restricted Subsidiaries than those in the Senior Subordinated Notes Indenture or the Senior Subordinated Exchange Notes Indenture; *provided* that a certificate of a Responsible Officer of the Borrower is delivered to the Administrative Agent at least five Business Days (or such shorter period as the Administrative Agent may reasonably agree) prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees), (c) that does not require any payments in cash of interest or other amounts in respect of the principal thereof prior to the earlier to occur of (i) the date that is five years from the date of the issuance or incurrence thereof and (ii) the date that is ninety one days after the final maturity of the Term Loans (as in effect on the Closing Date) (it being understood that this clause (c) shall not prohibit Indebtedness the terms of which permit the issuer thereof to elect, at its option, to make payments in cash of interest or other amounts in respect of the principal thereof prior to the date determined in accordance with clauses (i) and (ii) of this clause (c)) and (d) that is not Guaranteed by the Borrower or any Restricted Subsidiary.

Qualified Securitization Financing means any Securitization Financing of a Securitization Subsidiary that meets the following conditions: (a) the board of directors of the Borrower shall have determined in good faith that such Qualified Securitization Financing (including financing terms, covenants, termination events and other provisions) is in the aggregate economically fair and reasonable to the Borrower and the Securitization Subsidiary, (b) all sales and/or contributions of Securitization Assets and related assets to the Securitization Subsidiary are made at Fair Market Value and (c) the financing terms, covenants, termination events and other provisions thereof, including any Standard Securitization Undertakings, shall be

market terms (as determined in good faith by the Borrower). The grant of a security interest in any Securitization Assets of the Borrower or any of the Restricted Subsidiaries (other than a Securitization Subsidiary) to secure Indebtedness under this Agreement prior to engaging in any Securitization Financing shall not be deemed a Qualified Securitization Financing.

Qualifying IPO means the issuance by Holdings or any direct or indirect parent of Holdings of its common Equity Interests in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act (whether alone or in connection with a secondary public offering).

Quarterly Financial Statements means the unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of the Borrower and its Subsidiaries for the most recent fiscal quarter ended at least forty (40) days before the Closing Date.

Reference Date has the meaning assigned to such term in the definition of Available Amount.

Refinanced Debt has the meaning assigned to such term in the definition of Credit Agreement Refinancing Indebtedness.

Refinancing Amendment means an amendment to this Agreement in form and substance reasonably satisfactory to the Administrative Agent and the Borrower executed by each of (a) the Borrower and Holdings, (b) the Administrative Agent and (c) each Additional Lender that agrees to provide any portion of the Credit Agreement Refinancing Indebtedness being incurred pursuant thereto, in each case, in accordance with Section 2.15.

Register has the meaning specified in Section 10.07(d).

Registered Equivalent Notes means, with respect to any notes originally issued in a Rule 144A or other private placement transaction under the Securities Act of 1933, substantially identical notes (having the same guarantees) issued in a dollar for dollar exchange therefor pursuant to an exchange offer registered with the SEC.

Rejection Notice has the meaning specified in Section 2.05(b)(vi).

Replacement Term Loans has the meaning specified in Section 10.01.

Reportable Event means, with respect to any Plan any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the thirty (30) day notice period has been waived.

Repricing Premium means, in connection with a Repricing Transaction, a premium (expressed as a percentage of the principal amount of the applicable Loans to be prepaid or subject to the applicable amendment, as the case may be) equal to the amount set forth below:

(a) on or prior to the first anniversary of the Restatement Effective Date, 1.0%; and

(b) thereafter, 0%.

Repricing Transaction means the prepayment or refinancing of all or a portion of the Dollar Term B-1 Loans or Euro Term B-1 Loans with the incurrence by any Loan Party of any long-term bank debt financing or Credit Agreement Refinancing Indebtedness incurred for the primary purpose of reducing the effective interest cost or weighted average yield (as reasonably determined by the Administrative Agent consistent with generally accepted financial practice and, in any event, excluding any arrangement or commitment fees in connection therewith) to less than the interest rate for or weighted average yield (as determined by the Administrative Agent on the same basis) of the Term Loans, including without limitation, as may be effected through any amendment to this Agreement relating to the interest rate for, or weighted average yield of, the Term Loans, but which, for the avoidance of doubt, does not include any prepayment or refinancing in connection with a Change of Control.

Request for Credit Extension means (a) with respect to a Borrowing, conversion or continuation of Term Loans of a given Class or Revolving Credit Loans of a given Class, a Committed Loan Notice, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

Required Facility Lenders shall mean, with respect to any Facility on any date of determination, Lenders having more than 50% of the sum of (i) the Total Outstandings under such Facility (with the aggregate Dollar Amount of each Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans, as applicable, under such Facility being deemed held by such Lender for purposes of this definition) and (ii) the aggregate unused Commitments under such Facility; *provided* that the unused Commitments of, and the portion of the Total Outstandings under such Facility held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of the Required Facility Lenders.

Required Lenders means, as of any date of determination, Lenders having more than 50% of the sum of the (a) Total Outstandings (with the aggregate Dollar Amount of each Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed held by such Lender for purposes of this definition), (b) aggregate unused Term Commitments and (c) aggregate unused Revolving Credit Commitments; *provided* that the unused Term Commitment and unused Revolving Credit Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

Responsible Officer means the chief executive officer, president, vice president, chief financial officer, treasurer or assistant treasurer or other similar officer or Person performing similar functions of a Loan Party and, as to any document delivered on the Closing Date, any secretary or assistant secretary of a Loan Party. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf

of such Loan Party. Unless otherwise specified, all references herein to a Responsible Officer shall refer to a Responsible Officer of the Borrower.

Restatement Effective Date shall have the meaning given such term in the Amendment.

Restricted Payment means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of the Borrower or any of its Restricted Subsidiaries, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to the Borrower's stockholders, partners or members (or the equivalent Persons thereof).

Restricted Subsidiary means any Subsidiary of the Borrower other than an Unrestricted Subsidiary.

Restructuring means a collective reference to the transactions described on Schedule 1.01E.

Retained Declined Proceeds has the meaning specified in Section 2.05(b)(vi).

Revaluation Date means (a) with respect to any Alternative Currency Revolving Credit Loan, each of the following: (i) each date of a Borrowing of a Eurocurrency Rate Loan denominated in an Alternative Currency, (ii) each date of a continuation of a Eurocurrency Rate Loan denominated in an Alternative Currency pursuant to Section 2.02, and (iii) such additional dates as the Administrative Agent shall determine or the Required Facility Lenders under the applicable Alternative Currency Revolving Credit Facility shall require; (b) with respect to any Alternative Currency Letter of Credit, each of the following: (i) each date of issuance of a Letter of Credit denominated in an Alternative Currency, (ii) each date of an amendment of any such Letter of Credit having the effect of increasing the amount thereof (solely with respect to the increased amount), (iii) each date of any payment by an Alternative Currency L/C Issuer under any Letter of Credit denominated in an Alternative Currency and (iv) such additional dates as the Administrative Agent or the Alternative Currency L/C Issuer shall determine or the Required Facility Lenders under the applicable Alternative Currency Revolving Credit Facility shall require; and (c) with respect to any Euro Term Loan, each of the following: (i) each date of a continuation of a Euro Term Loan pursuant to Section 2.02, and (ii) such additional dates as the Administrative Agent shall reasonably determine or the Required Facility Lenders with respect to the Euro Term Loans shall reasonably require.

Revolver Extension Amendment has the meaning assigned to such term in Section 2.17(c).

Revolver Extension Election has the meaning assigned to such term in Section 2.17(b).

Revolving Commitment Increase has the meaning assigned to such term in Section 2.14(a)(i).

Revolving Commitment Increase Lender has the meaning assigned to such term in Section 2.14(a)(i).

Revolving Credit Borrowing means the collective reference to a Dollar Revolving Credit Borrowing or an Alternative Currency Revolving Credit Borrowing.

Revolving Credit Commitments means the collective reference to a Dollar Revolving Credit Commitment, an Alternative Currency Revolving Credit Commitment, any Dollar Revolving Commitment Increase, Alternative Currency Revolving Commitment Increase or Other Revolving Commitment.

Revolving Credit Exposure means the collective reference to the Dollar Revolving Credit Exposure under any Class of Revolving Commitments and the Alternative Currency Revolving Credit Exposure under any Class of Revolving Commitments.

Revolving Credit Facilities means the collective reference to the Dollar Revolving Credit Facilities and the Alternative Currency Revolving Credit Facilities and each Class of Commitments in respect of any such Revolving Credit Facilities is referred to as a **Revolving Credit Facility**.

Revolving Credit Lenders means a Lender with a Revolving Credit Commitment or Revolving Credit Exposure.

Revolving Credit Loan Extension Series has the meaning provided in Section 2.17(a).

Revolving Credit Loans means the collective reference to the Dollar Revolving Credit Loans and the Alternative Currency Revolving Credit Loans.

Revolving Credit Notes means the collective reference to the Dollar Revolving Credit Notes and the Alternative Currency Revolving Credit Notes.

S&P means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor thereto.

Same Day Funds means (a) with respect to disbursements and payments in Dollars, immediately available funds, and (b) with respect to disbursements and payments in an Alternative Currency, same day or other funds as may be determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, to be customary in the place of disbursement or payment for the settlement of international banking transactions in the relevant Alternative Currency.

SEC means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

Secured Hedge Agreement means any Swap Contract permitted under Section 7.03(f) that is entered into by and between any Loan Party (or entered into by Merger Sub and existing at the time of the Merger) or any Restricted Subsidiary and any Hedge Bank.

Secured Parties means, collectively, the Administrative Agent, the Lenders, each Hedge Bank, each Cash Management Bank, the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.01(c).

Securities Act means the Securities Act of 1933, as amended.

Securitization Assets means the accounts receivable, royalty or other revenue streams and other rights to payment subject to a Qualified Securitization Financing and the proceeds thereof.

Securitization Fees means distributions or payments made directly or by means of discounts with respect to any participation interest issued or sold in connection with, and other fees paid to a Person that is not a Securitization Subsidiary in connection with any Qualified Securitization Financing.

Securitization Financing means any transaction or series of transactions that may be entered into by the Borrower or any of its Subsidiaries pursuant to which the Borrower or any of its Subsidiaries may sell, convey or otherwise transfer to (a) a Securitization Subsidiary (in the case of a transfer by the Borrower or any of its Subsidiaries) or (b) any other Person (in the case of a transfer by a Securitization Subsidiary), or may grant a security interest in, any Securitization Assets of the Borrower or any of its Subsidiaries, and any assets related thereto, including all collateral securing such Securitization Assets, all contracts and all guarantees or other obligations in respect of such Securitization Assets, proceeds of such Securitization Assets and other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving Securitization Assets.

Securitization Repurchase Obligation means any obligation of a seller of Securitization Assets in a Qualified Securitization Financing to repurchase Securitization Assets arising as a result of a breach of a Standard Securitization Undertaking, including as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, offset or counterclaim of any kind as a result of any action taken by, any failure to take action by or any other event relating to the seller.

Securitization Subsidiary means a wholly owned Subsidiary of the Borrower (or another Person formed for the purposes of engaging in a Qualified Securitization Financing in which the Borrower or any Subsidiary of the Borrower makes an Investment and to which the Borrower or any Subsidiary of the Borrower transfers Securitization Assets and related assets) that engages in no activities other than in connection with the financing of Securitization Assets of the Borrower or its Subsidiaries, all proceeds thereof and all rights (contingent and other), collateral and other assets relating thereto, and any business or activities incidental or related to such business, and which is designated by the board of directors of the Borrower or such other Person (as provided below) as a Securitization Subsidiary and (a) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (i) is guaranteed by Holdings, the Borrower or any other Subsidiary of the Borrower, other than another Securitization Subsidiary (excluding guarantees of obligations (other than the principal of, and interest on, Indebtedness)

pursuant to Standard Securitization Undertakings), (ii) is recourse to or obligates Holdings, the Borrower or any other Subsidiary of the Borrower, other than another Securitization Subsidiary, in any way other than pursuant to Standard Securitization Undertakings or (iii) subjects any property or asset of Holdings, the Borrower or any other Subsidiary of the Borrower, other than another Securitization Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings, (b) with which none of Holdings, the Borrower or any other Subsidiary of the Borrower, other than another Securitization Subsidiary, has any material contract, agreement, arrangement or understanding other than on terms which the Borrower reasonably believes to be no less favorable to Holdings, the Borrower or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Borrower and (c) to which none of Holdings, the Borrower or any other Subsidiary of the Borrower, other than another Securitization Subsidiary, has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results. Any such designation by the board of directors of the Borrower or such other Person shall be evidenced to the Administrative Agent by delivery to the Administrative Agent of a certified copy of the resolution of the board of directors of the Borrower or such other Person giving effect to such designation and a certificate executed by a Responsible Officer certifying that such designation complied with the foregoing conditions.

Security Agreement means, collectively, the Security Agreement executed by the Loan Parties, substantially in the form of Exhibit G, together with each other Security Agreement Supplement executed and delivered pursuant to Section 6.11.

Security Agreement Supplement has the meaning specified in the Security Agreement.

Senior Exchange Notes has the meaning ascribed to the term **Exchange Notes** in the Senior Interim Loan Credit Agreement.

Senior Exchange Notes Indenture has the meaning ascribed to the term **Exchange Notes Indenture** in the Senior Interim Loan Credit Agreement.

Senior Interim Loan Credit Agreement means that certain credit agreement dated as of the Closing Date, among the Borrower, Bank of America, as administrative agent, and the other lenders party thereto, as the same may be amended, modified, replaced or refinanced to the extent permitted by this Agreement.

Senior Interim Loan Facility means the term loan credit facilities under the Senior Interim Loan Credit Agreement.

Senior Notes means, collectively, (i) the Borrower's senior unsecured cash pay notes due 2017 and (ii) the Borrower's senior unsecured PIK election notes due 2017 and any additional notes issued or any increase in the outstanding principal amount, in each case, in lieu of cash interest in accordance with the indenture governing such senior unsecured PIK election notes.

Senior Notes Indenture means the Indenture for the Senior Notes, dated as of the Closing Date, as the same may be amended, modified, replaced or refinanced to the extent permitted by this Agreement.

Senior Representative means, with respect to any series of Permitted Pari Passu Debt or Permitted Junior Priority Debt, the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or agreement pursuant to which such Indebtedness is issued, incurred or otherwise obtained, as the case may be, and each of their successors in such capacities.

Senior Secured Leverage Ratio means, with respect to any Test Period, the ratio of (a) Consolidated Senior Secured Debt as of the last day of such Test Period to (b) Consolidated EBITDA of the Borrower for such Test Period.

Senior Subordinated Exchange Notes has the meaning ascribed to the term Exchange Notes in the Senior Subordinated Interim Loan Credit Agreement.

Senior Subordinated Exchange Notes Indenture has the meaning ascribed to the term Exchange Notes Indenture in the Senior Subordinated Interim Loan Credit Agreement.