Subject to completion, dated June 27, 2017

OFFERING MEMORANDUM

STRICTLY CONFIDENTIAL
NOT FOR GENERAL DISTRIBUTION
IN THE UNITED STATES

BELDEN
SENDING ALL THE RIGHT SIGNALS®.

€400,000,000

Belden Inc.

% Senior Subordinated Notes due 2027

We are offering €400,000,000 aggregate principal amount of our % senior subordinated notes due 2027 (the "notes").

The notes will mature on , 2027. The notes will accrue interest at a rate per annum equal to % to be payable semi-annually on each and , beginning on , 2018. Interest will accrue from , 2017.

We may redeem the notes at any time on or after , 2022 at the redemption prices set forth in this offering memorandum. In addition, prior to , 2022, we may redeem some or all of the notes at a price equal to 100% of the principal amount thereof, plus accrued and unpaid interest, if any, plus the "make-whole" premium set forth in this offering memorandum. We may redeem up to 35% of the notes until , 2020 with the proceeds of certain equity offerings at the redemption price set forth in this offering memorandum. If we experience certain changes of control, we must offer to purchase the notes at 101% of their aggregate principal amount, plus accrued and unpaid interest, if any.

The notes will be guaranteed on a senior subordinated basis by our current and future domestic subsidiaries that guarantee our indebtedness under our revolving credit agreement. The notes and guarantees described above will be general senior subordinated obligations ranking equally with our other senior subordinated debt and will be subordinated to all of our and the subsidiary guarantors' senior debt, including our revolving credit agreement. In addition, the notes and the guarantees will be structurally subordinated to all liabilities of our subsidiaries which are not guarantors.

See "Risk Factors," beginning on page 15 for a discussion of certain risks that you should consider in connection with an investment in the notes.

Price: % plus accrued interest, if any, from , 2017.

Neither the Securities and Exchange Commission (the "SEC") nor any other federal or state securities commission has approved or disapproved of the notes or determined if this offering memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

The notes have not been, and will not be, registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws, and may not be offered or sold within the United States or to, or for the account or benefit of, any U.S. person except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the notes are being offered and sold only (a) to persons reasonably believed to be "qualified institutional buyers" (as defined in Rule 144A under the Securities Act) and (b) outside the United States to non-U.S. persons in compliance with Regulation S under the Securities Act. For details about eligible offers, deemed representations and agreements by investors and transfer restrictions, see "Notice to Investors."

Currently, there is no public market for the notes. Application has been made for listing particulars to be approved by the Irish Stock Exchange and for the notes to be admitted to the Official List of the Irish Stock Exchange and admitted to trading on its Global Exchange Market. We can provide no assurance that this application will be approved.

We expect that delivery of the notes will be made to investors in book-entry form through the facilities of Euroclear Bank, SA/NV ("Euroclear") and Clearstream Banking, société anonyme ("Clearstream") on or about , 2017.

Joint book-running managers

Deutsche Bank **J.P. Morgan** **Wells Fargo Securities**

Co-managers

Canaccord Genuity **Seaport Global Securities** **Stifel**

, 2017.

You may only rely on the information contained or incorporated by reference in this offering memorandum. We have not and Deutsche Bank AG, London Branch, J.P. Morgan Securities plc, Wells Fargo Securities International Limited, Canaccord Genuity Inc., Seaport Global Securities LLC and Stifel, Nicolaus & Company, Incorporated (collectively, the "Initial Purchasers") have not authorized anyone to provide you with information different from that contained in this offering memorandum. When you make a decision about whether to invest in the notes, you should not rely upon any information other than the information contained or incorporated by reference in this offering memorandum. Neither the delivery of this offering memorandum nor sale of notes means that information contained or incorporated by reference in this offering memorandum is correct after the date of this offering memorandum. This offering memorandum is not an offer to sell or a solicitation of an offer to buy the notes in any circumstances under which the offer or solicitation is unlawful.

We intend to apply for listing particulars to be approved by the Irish Stock Exchange and for the notes to be admitted to the Official List of the Irish Stock Exchange and admitted to trading on its Global Exchange Market and will submit this offering memorandum to the competent authority in connection with the listing application. In the course of any review by the competent authority, we may be requested to make changes to the financial and other information included in this offering memorandum. Comments by the competent authority may require significant modification or reformation of information contained or incorporated by reference in this offering memorandum or may require the inclusion of additional information. Our application will not be approved as of the settlement date for the notes, and settlement of the notes is not conditioned on obtaining such listing or admission.

You should not assume that the information contained in this offering memorandum is accurate as of any date other than the date on the front cover of this offering memorandum. Our business, financial condition, results of operations and prospects may have changed since that date.

We are offering the notes in reliance on an exemption from registration under the Securities Act, for offers and sales of securities that do not involve a public offering. By purchasing notes, you will be deemed to have made the acknowledgments, representations, warranties and agreements set forth under the heading "Notice to Investors" in this offering memorandum. You should understand that you may be required to bear the financial risks of your investment for an indefinite period of time.

Neither the SEC nor any state or other domestic or foreign securities commission or regulatory authority has approved or disapproved of the notes or determined if this offering memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

The Initial Purchasers make no representation or warranty, express or implied, as to the accuracy or completeness of the information contained in this offering memorandum. Nothing contained in this offering memorandum is, or shall be relied upon as, a promise or representation by the Initial Purchasers as to the past or future. We have furnished the information contained in this offering memorandum.

This offering memorandum summarizes certain documents and other information in a manner we believe to be accurate but we refer you to the actual documents for a more complete understanding of what we discuss in this offering memorandum; we will make copies of the actual documents available to you upon request. In making a decision to invest in the notes, you must rely on your own examination of our company and the terms of this offering and the notes, including the merits and risks involved.

We are not and the Initial Purchasers are not making any representation to you regarding the legality of an investment in the notes by you under any legal investment or similar laws or regulations. You should not consider any information contained in this offering memorandum to be legal, business or tax advice. You should consult your own attorney, business advisor and tax advisor for legal, business and tax advice regarding an investment in the notes.

You should contact the Initial Purchasers with any questions about this offering or if you require additional information to verify the information contained in this offering memorandum. We reserve the right to withdraw this offering at any time. We and the Initial Purchasers also reserve the right to reject any offer to purchase the notes in whole or in part for any reason, to sell less than the entire principal amount of the notes offered by this offering memorandum or to allot to any prospective investor less than the full amount of notes for which it has subscribed.

Each prospective purchaser of the notes must comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers or sells the notes or possesses or distributes this offering memorandum and must obtain any consent, approval or permission required for the purchase, offer or sale by it of the notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales. Neither we nor the Initial Purchasers shall have any responsibility therefor.

IN CONNECTION WITH THIS OFFERING, DEUTSCHE BANK AG, LONDON BRANCH (THE "STABILIZING MANAGER") (OR PERSONS ACTING ON BEHALF OF THE STABILIZING MANAGER) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILIZING MANAGER (OR PERSONS ACTING ON BEHALF OF A STABILIZING MANAGER) WILL UNDERTAKE STABILIZATION ACTION. ANY STABILIZATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE FINAL TERMS OF THE OFFER OF THE NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT MUST END NO LATER THAN THE EARLIER OF 30 CALENDAR DAYS AFTER THE ISSUE DATE OF THE NOTES AND 60 CALENDAR DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES.

THE NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PROSPECTIVE PURCHASERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Cautionary Note Regarding Forward-Looking Statements

This offering memorandum may include "forward-looking statements" as defined by the SEC. All statements, other than statements of historical facts, included in this offering memorandum that address activities, events or developments that we expect, believe or anticipate will or may occur in the future are forward-looking statements. These statements are based on certain assumptions made by us based on our experience and perception of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances. Such statements are subject to a number of assumptions, risks and uncertainties, many of which are beyond our control, which may cause our actual results to differ materially from those implied or expressed by the forward-looking statements.

We do not assume any obligation to update such forward-looking statements following the date of this offering memorandum. For a description of these risks, please read our risk factors set forth in this offering memorandum and in our Annual Report on Form 10-K for the year ended December 31, 2016, or our Quarterly Report on Form 10-Q for the quarterly period ended April 2, 2017, which are incorporated by reference into this offering memorandum.

Additional factors that may cause actual results to differ from our expectations include: the impact of a challenging global economy or a downturn in served markets; the competitiveness of the global broadcast, enterprise, and industrial markets; the inability to successfully complete and integrate acquisitions in furtherance of the Company's strategic plan; volatility in credit and foreign exchange markets; variability in the Company's quarterly and annual effective tax rates; the cost and availability of raw materials including copper, plastic compounds, electronic components, and other materials; disruption of, or changes in, the Company's key distribution channels; the inability to execute and realize the expected benefits from strategic initiatives (including revenue growth, cost control, and productivity improvement programs); disruptions in the Company's information systems including due to cyber- attacks; the inability of the Company to develop and introduce new products and competitive responses to our products; the inability to retain senior management and key employees; assertions that the Company violates the intellectual property of others and the ownership of intellectual property by competitors and others that prevents the use of that intellectual property by the Company; risks related to the use of open source software; the impact of regulatory requirements and other legal compliance issues; perceived or actual product failures; political and economic uncertainties in the countries where the Company conducts business, including emerging markets; the impairment of goodwill and other intangible assets and the resulting impact on financial performance; disruptions and increased costs attendant to collective bargaining groups and other labor matters; and other factors.

Use of Non-GAAP Financial Measures

SEC rules regulate the use in filings with the SEC of "non-GAAP financial measures," such as free cash flow, EBITDA, and Adjusted EBITDA, which are derived on the basis of methodologies other than in accordance with generally accepted accounting principles ("GAAP"). We define free cash flow as net cash from operating activities, adjusted for capital expenditures net of the proceeds from the disposal of tangible assets, non-recurring payments related to divestitures, non-recurring tax payments related to the settlement of a tax sharing agreement, and cash payments for severance and other costs for the integration of our acquisition of Grass Valley (as defined herein). We define EBITDA as earnings from continuing operations before net interest, income taxes, depreciation, and amortization. We define Adjusted EBITDA as EBITDA plus certain items, such as asset impairments; severance, restructuring, and acquisition integration costs; purchase accounting effects related to acquisitions, such as the adjustment of acquired inventory and deferred revenue to fair value and transaction costs; revenue and cost of sales deferrals for acquired product lines subject to software revenue recognition accounting requirements; gains (losses) on the disposal of businesses and tangible assets, gains (losses) on debt extinguishment, share-based compensation expense, and other costs. We do not adjust for ongoing operating expenses. We adjust for the items listed in all periods presented, unless the impact is clearly immaterial to our financial statements.

We utilize the non-GAAP results to review our ongoing operations without the effect of the adjustments and for comparison to budgeted operating results. We believe the non-GAAP results are useful to investors because such results help investors compare our financial performance to previous periods and provide insights into underlying trends in the business

and how management oversees our business operations on a day-to-day basis. As an example, we adjust for the purchase accounting effect of recording deferred revenue at fair value in order to reflect the revenues and gross profit that would have otherwise been recorded by acquired businesses as independent entities. We believe this presentation is useful in evaluating the underlying performance of acquired companies. Similarly, we adjust for other acquisition related expenses, such as amortization of intangibles and other impacts of fair value adjustments because they are not related to the acquired entity's core business performance. As an additional example, we exclude the costs of restructuring programs, which can occur from time to time for our current businesses and/or recently acquired businesses. We exclude the costs of these programs from our Adjusted EBITDA to allow us and investors to evaluate the performance of the business based upon its expected ongoing operating structure. We believe the adjusted measures, accompanied by the disclosure of the costs of the programs, provides valuable insight.

The presentation of this additional information should not be considered in isolation or as a substitute for net income, cash flows from operating activities, and other statement of operations or cash flows data prepared in accordance with GAAP as a measure of liquidity or profitability. Our measurements of free cash flow, EBITDA, and Adjusted EBITDA may differ from those of other companies and, as a result, may not be comparable to those of other companies. See "Summary Consolidated Historical Financial Data of Belden Inc." in this offering memorandum for additional information.

Market and Industry Data

This offering memorandum includes or incorporates by reference market share and industry data and forecasts that the Company obtained from market research, consultant surveys, publicly available information and industry publications and surveys. Industry surveys, publications, consultant surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy and completeness of such information. We have not independently verified any of the data from third-party sources nor have we ascertained the underlying economic assumptions relied upon therein. Additionally, we have supplemented third-party information where necessary with management estimates based on our review of internal surveys, information from our customers and vendors, trade and business organizations and other contacts in markets in which we operate, and our management's knowledge and experience. However, these estimates are subject to change and are uncertain due to limits on the availability and reliability of primary sources of information and the voluntary nature of the data gathering process. As a result, you should be aware that industry data included, or incorporated by reference, in this offering memorandum, and estimates and beliefs based on that data, may not be reliable. Neither we nor the Initial Purchasers makes any representation as to the accuracy or completeness of such information.

Other Data

Numerical figures included in this offering memorandum have been subject to rounding adjustments. Accordingly, numerical figures shown as totals in various tables may not be arithmetic aggregations of the figures that precede them.

SUMMARY

This summary does not contain all of the information that you should consider before investing in the notes. You should read the entire offering memorandum carefully, including the matters discussed under the caption "Risk Factors," and the information and financial statements, including the accompanying notes, incorporated by reference into this offering memorandum, before deciding to invest in the notes. This summary is qualified in its entirety by the more detailed information and consolidated financial statements and notes thereto appearing elsewhere in this offering memorandum or incorporated by reference into this offering memorandum. Unless otherwise indicated, or the context otherwise requires, the terms "Belden," "the Company," "we," "us," and "our" refer to Belden Inc., the issuer of the notes, together with its subsidiaries.

Our Company

We are a signal transmission solutions provider built around four global business platforms—Broadcast Solutions ("Broadcast") (32.6% of segment revenues for 2016), Enterprise Solutions ("Enterprise") (25.6%), Industrial Solutions ("Industrial Solutions") (24.8%) and Network Solutions ("Network Solutions") (17.0%). To leverage the Company's strengths in networking, Internet of Things and cybersecurity technologies, effective January 1, 2017, we formed a new segment called Network Solutions, which represents the combination of the prior Industrial IT Solutions and Network Security Solutions segments. The formation of this new segment is a natural evolution in our organic and inorganic strategies for a range of industrial and non-industrial applications.

We strive for operational excellence through the execution of our Belden Business System, which includes three areas of focus: Lean Enterprise Initiatives, our Market Delivery System and our Talent Management System. Through operational excellence we generate significant free cash flow on an annual basis. We utilize the cash flow generated by our business to fuel our continued transformation and generate shareholder value. We believe our business system, balance across markets and geographies, systematic go-to-market approach, extensive portfolio of innovative solutions, commitment to Lean principles, and improving margins present a unique value proposition for shareholders.

For the year ended December 31, 2016 and the three months ended April 2, 2017, we generated revenue of $2,356.7 million and $551.4 million, respectively, and Adjusted EBITDA (described below) of $449.4 million and $96.9 million, respectively. As of June 23, 2017, our public equity market capitalization, including our depositary shares, was approximately $3.8 billion.

We are focused on growing our business through organic and strategic initiatives. Since January 1, 2010, we have completed numerous acquisitions to further our strategy of being a global signal transmission solutions provider. Notably, on May 31, 2017, we acquired Thinklogical Holdings, LLC ("Thinklogical"). Thinklogical designs, manufactures and markets high-bandwidth fiber matrix switches, video and keyboard/video/mouse extender solutions, camera extenders and console management solutions. On January 7, 2016, we acquired M2FX Limited ("M2FX"). M2FX is a manufacturer of fiber optic cable and fiber protection solutions for broadband and telecommunication networks. On January 2, 2015, we acquired VIA Holdings I, Inc. and its wholly owned subsidiaries, VIA Holdings II, Inc. and Tripwire, Inc. (collectively, "Tripwire"). Tripwire is a leading global provider of advanced threat, security and compliance

solutions. In 2014, we acquired Coast Wire and Plastic Tech., LLC ("Coast"). Coast is a developer and manufacturer of customized wire and cable solutions used in high end medical device, military and defense, and industrial applications. Also in 2014, we acquired ProSoft Technologies, Inc. ("ProSoft"). ProSoft is a leading manufacturer of industrial networking products that translate between disparate automation systems, including the various protocols used by different automation vendors. Further, in 2014, we acquired Grass Valley USA, LLC and GVBB Holdings S.a.r.l., (collectively, "Grass Valley"). Grass Valley is a leading provider of innovative technologies for the broadcast industry, including production switchers, cameras, servers, and editing solutions. In 2013, we acquired Softel Limited ("Softel"), a key technology supplier to the media sector with a portfolio of technologies well aligned with broadcast industry trends and growing demand. In 2012, we acquired PPC Broadband, Inc. ("PPC"), a leading manufacturer and developer of advanced connectivity technologies for the broadband market, and Miranda Technologies Inc. ("Miranda"), a leading provider of hardware and software solutions for the broadcast infrastructure industry. Our acquisitions have helped expand our portfolio of signal transmission solutions for mission-critical applications in select vertical end markets and geographies.

Our Products and Markets

Broadcast Solutions

The Broadcast segment is a leading provider of production, distribution, and connectivity systems for television broadcast, cable, satellite, and IPTV industries. We target end-use customers in markets such as outside broadcast, sport venues, broadcast studios, and cable, broadband, satellite, and telecommunications service providers. Our products are used in a variety of applications, including live production signal management, program playout for broadcasters, monitoring for pay-TV operators, and broadband connectivity. Broadcast products and solutions include camera solutions, production switchers, server and storage systems for instant replay applications, interfaces and routers, monitoring systems, in-home network systems, outside plant connectivity products, and other cable and connectivity products.

Our hardware and software solutions for the broadcast infrastructure industry span the full breadth of television operations, including creation, playout and delivery. Many of our broadcast infrastructure solutions are designed for live content creation, which is viewed as a growth opportunity for the segment. For the broadband distribution industry, we manufacture flexible, copper-clad coaxial cable and associated connector products for the high-speed transmission of data, sound, and video (broadband) that are used for the "drop" section of cable television systems and satellite direct broadcast systems. Our connectivity solutions include several major product categories: coax connector products that allow for connections from the provider network to the subscribers' devices; hardline connectors that allow service providers to distribute their services within a city, a town, or a neighborhood; fiber optic micro duct products to support FTTx networks; entry devices that serve to manage and remove network signal noise that could impair performance for the subscriber; and traps and filtering devices that allow service providers to control the signals that are transmitted to the subscriber. Our portfolio of broadband distribution products is well positioned for growth opportunities as broadband consumption continues to increase both in developed and emerging markets.

Broadcast products are sold through a variety of channels, including: broadcast specialty distributors; audio systems installers; directly to the major television networks including ABC, CBS, Fox, and NBC; directly to broadband service providers, including Comcast, DirectTV, and Charter Spectrum; directly to specialty system integrators; directly to OEMs; and other distributors.

Enterprise Solutions

The Enterprise segment is a leading provider in network infrastructure solutions, as well as cabling and connectivity solutions for broadcast, commercial audio/video, and security applications. We serve customers in markets such as data hosting, healthcare, education, financial, government, and corporate enterprises, as well as end-markets, including sport venues, broadcast studios and academias. Enterprise product lines include copper cable and connectivity solutions, fiber cable and connectivity solutions, and racks and enclosures. Our products are used in a variety of applications, including live production and performance, video display and digital signage, corporate communications, and life safety. Our high-performance solutions support all networking protocols up to and including 100G+ Ethernet technologies. Enterprise's innovative products can deliver data in addition to power over Ethernet, which meets the higher performance requirements driven by the increasing number of connections in smart buildings. Enterprise products also include intelligent power, cooling, and airflow management for mission-critical data center operations. The Enterprise product portfolio is designed to support the increased use of wireless communications and cloud-based data centers by our customers. The Enterprise segment also manufactures a variety of multiconductor and coaxial cable and connector products, which distribute audio and video signals. We also provide specialized cables for security applications such as video surveillance systems, airport baggage screening, building access control, motion detection, public address systems, and advanced fire alarm systems.

Our systems are installed through a network of highly-trained system integrators and are supplied through authorized distributors.

Industrial Solutions

The Industrial Solutions segment is a leading provider of high performance networking components and machine connectivity products. Industrial Solutions products include physical network and fieldbus infrastructure components and on-machine connectivity systems customized to end user and OEM needs. Products are designed to provide reliability and confidence of performance for a wide range of industrial automation applications. Our mix of business by end market includes discrete manufacturing; process, including oil and gas, energy and transportation. Our products are used in applications such as network and fieldbus infrastructure; sensor and actuator connectivity; power, control, and data transmission; and mobile machines. Industrial Solutions products include solutions such as industrial and input/output (I/O) connectors, industrial cables, IP and networking cables, I/O modules, distribution boxes, ruggedized controls and sensors, customer specific wiring solutions, and load-moment indicator systems as well as controllers and sensors for the mobile crane market.

Our industrial cable products are used in discrete manufacturing and process operations involving the connection of computers, programmable controllers, robots, operator interfaces, motor drives, sensors, printers, and other devices. Many industrial environments, such as petrochemical and other harsh-environment operations, require cables with exterior armor or jacketing that can endure physical abuse and exposure to chemicals, extreme temperatures, and outside elements. Other applications require conductors, insulating, and jacketing materials that can withstand repeated flexing. In addition to cable product configurations for these applications, we supply heat-shrinkable tubing and wire management products to protect and organize wire and cable assemblies. Our industrial connector products are primarily used as sensor and actuator connections in factory automation supporting various fieldbus protocols as

well as power connections in building automation. These products are used both as components of manufacturing equipment and in the installation and networking of such equipment.

Industrial Solutions products are sold directly to industrial equipment OEMs and through a network of industrial distributors, value-added resellers, and system integrators.

Network Solutions

The Network Solutions segment provides mission-critical networking systems that provide the end-users with the highest confidence of reliability, availability, and security. Network Solutions products include security devices, Ethernet switches and related equipment, routers and gateways, network management software, and wireless systems. Our security devices provide software and services that protect against cyberattacks and data breaches with integrated security controls that discover assets, harden configurations, identify vulnerabilities and detect threats. We target end-use customers in markets such as industrial (including utilities and energy), enterprise (including finance, insurance, technology, communications, retail, and healthcare), and government. Our Industrial Ethernet switches and related equipment can be both rail-mounted and rack-mounted, and are used for factory automation, power generation and distribution, process automation, and large-scale infrastructure projects such as bridges, wind farms, and airport runways. Rail-mounted switches are designed to withstand harsh conditions including electronic interference and mechanical stresses. The Network Solutions product portfolio of enterprise-class security solutions includes configuration and policy management, file integrity monitoring, vulnerability management, log intelligence, and the continued deployment of Industrial Ethernet technology throughout industrial manufacturing processes.

Network Solutions products are sold directly to end-use customers, directly to OEMs, and through distributors.

Our Strategy and Strengths

Our business model is designed to generate value:

- **Operational Excellence**—The core of our business model is operational excellence and the execution of our Belden Business System. The Belden Business System has three areas of focus. First, we demonstrate a commitment to Lean enterprise initiatives, which improve not only the quality and efficiency of the manufacturing environment, but our business processes on a company-wide basis. Second, we utilize our Market Delivery System ("MDS"), a go-to-market model that provides the foundation for organic growth. We believe that organic growth, resulting from both market growth and share capture, is essential to our success. Finally, our Talent Management System supports the development of our associates at all levels, which preserves the culture necessary to operate our business consistently and sustainably.
- **Cash Generation**—Our pursuit of operational excellence results in the generation of significant cash flow. We generated cash flows from operating activities of $314.8 million, $241.5 million, and $200.9 million in 2016, 2015, and 2014, respectively.
- **Portfolio Improvement**—We utilize the cash flow generated by our business to fuel our continued transformation and generate shareholder value. We continuously improve our

portfolio to ensure we provide the most complete, end-to-end solutions to our customers. Our portfolio is designed with balance across end markets and geographies to ensure we can meet our goals in most economic environments. We have a disciplined acquisition cultivation, execution, and integration system that allows us to invest in outstanding companies that strengthen our capabilities and enhance our ability to serve our customers.

A key part of our business strategy includes acquiring companies to support our growth and product portfolio. Our acquisition strategy is based upon targeting leading companies that offer innovative products and strong brands. We utilize a disciplined approach to acquisitions based on product and market opportunities. When we identify acquisition candidates, we conduct rigorous financial and cultural analyses to make certain that they meet both our strategic plan targets and our goal for return on invested capital.

Recent Developments

Amended and Restated Credit Agreement

On May 16, 2017, the Company and certain of its U.S. and non-U.S. subsidiaries entered into an Amended and Restated Credit Agreement (the "revolving credit agreement") by and among the Company, as the U.S. borrower, certain non-U.S. subsidiaries of the Company located in Canada, Germany and the Netherlands, as foreign borrowers, certain other U.S. and non-U.S. subsidiaries of the Company party thereto as guarantors, JPMorgan Chase Bank, N.A., as administrative agent, and a syndicate of lenders. The revolving credit agreement amends and restates the Company's prior credit agreement dated October 3, 2013, referred to as the "prior credit agreement."

Pursuant to the revolving credit agreement, the lenders will continue to provide to the Company and the foreign borrowers a $400.0 million multicurrency asset-based revolving credit facility upon the terms and conditions set forth in the revolving credit agreement (the "credit facility").

The revolving credit agreement, among other things:

- Extends the maturity date of the Credit Facility until May 16, 2022;
- Removes the Company's U.K. subsidiaries from the credit facility and releases the Company's U.K. subsidiaries from their obligations under the prior credit agreement. The Company's U.K. subsidiaries are not party to the revolving credit agreement; and
- Increases the advance rates applicable to accounts receivable and inventory in the determination of amounts available to be drawn under the credit facility.

For more information regarding the revolving credit agreement, please see our Current Report on Form 8-K filed on May 22, 2017, which is incorporated herein by reference.

Concurrent Tender Offer

On June 27, 2017, we commenced a tender offer (the "Tender Offer") for any and all of our outstanding 5.5% Senior Subordinated Notes due 2022 (the "2022 Notes"). The aggregate principal amount outstanding of the 2022 Notes is $700 million. We are offering to purchase the 2022 Notes for cash in an amount equal to 103.3% of their principal amount, together with

accrued and unpaid interest to the purchase date. The Tender Offer will expire on July 5, 2017. The Tender Offer is being made on the terms and subject to the conditions set forth in an Offer to Purchase dated June 27, 2017.

The Tender Offer is conditioned upon, among other things, our completion of this offering or other satisfactory financing. However, this offering is not conditioned upon the consummation of the Tender Offer at any minimum level of acceptance. To the extent we purchase less than all of the 2022 Notes in the Tender Offer, we may redeem or repurchase such securities from time to time depending on market conditions, but are not obligated to do so.

If all of our existing 2022 Notes are tendered and purchased in the Tender Offer, the holders of the 2022 Notes would receive aggregate cash consideration of $723.1 million (excluding accrued and unpaid interest for such notes as of July 6, 2017), which would be funded with the net proceeds from this offering and cash on hand, as described in "Use of Proceeds."

Nothing in this offering memorandum should be construed as a notice of redemption or any offer to purchase or the solicitation of an offer to sell the 2022 Notes.

Executive Offices

Belden Inc. is a Delaware corporation incorporated in 1988. Our principal executive offices are located at 1 North Brentwood Boulevard, 15th Floor, St. Louis, Missouri 63105. The telephone number of our principal executive offices is (314) 854-8000. Our internet address is *http://www.belden.com*. The content of our website is not part of this offering memorandum.

The Offering

The following is a summary of the principal terms of the notes. It is provided solely for your convenience. Some of the terms and conditions described below are subject to important limitations and exceptions. For a more complete description of the terms and conditions of the notes, see "Description of Notes."

Issuer	Belden Inc.
Notes offered	€400 million aggregate principal amount of % Senior Subordinated Notes due , 2027.
Issue price	% of principal amount, plus accrued interest, if any, from , 2017.
Maturity	, 2027.
Interest	% per annum, accruing from , 2017.
Interest payment dates	We will pay interest on the notes semiannually in arrears on and of each year, beginning on , 2018.
Guarantees	The notes will be guaranteed on a senior subordinated basis by our current and future domestic subsidiaries that guarantee our indebtedness under our revolving credit agreement. See "Description of Notes—Guarantees."
Ranking	The notes and guarantees described above will be our and the subsidiary guarantors' senior subordinated obligations and will rank junior in right of payment to all of our and the subsidiary guarantors' existing and future senior debt. The notes and guarantees described above will rank equally with all existing and future senior subordinated debt and senior to all of our future junior subordinated indebtedness. In addition, the notes and guarantees will be structurally subordinated to all liabilities of our subsidiaries which are not guarantors. As of April 2, 2017, after giving effect to this offering and the use of proceeds therefrom, assuming all of our existing 2022 Notes are tendered and purchased in the Tender Offer, the notes would not be junior to any senior indebtedness but would be structurally junior to $313.6 million of indebtedness and other liabilities (including trade payables) of our non-guarantor subsidiaries. As of the same date, after giving effect to this offering and the use of proceeds therefrom, assuming all of our existing 2022 Notes are tendered and purchased in the Tender Offer, we would have had no borrowings

	outstanding under our revolving credit facility and $269.4 million in available borrowing base, all of which would be senior to the notes, and an aggregate of $1,394.6 million outstanding senior subordinated notes (including the notes offered hereby). As of April 2, 2017, our non-guarantor subsidiaries accounted for approximately 29% of our consolidated total assets, and for the three months ended April 2, 2017 accounted for 43% of our consolidated total revenues, 40% of our consolidated EBITDA and 36% of our consolidated Adjusted EBITDA.
Optional redemption	Beginning on , 2022, we may redeem some or all of the notes at the redemption prices listed under "Description of Notes—Optional Redemption," together with any accrued and unpaid interest, if any, on the notes to the date of redemption. Prior to , 2022, we may redeem some or all of the notes at a "make-whole" redemption price described under "Description of Notes—Optional Redemption," together with any accrued and unpaid interest, if any, to the date of redemption. In addition, at any time prior to , 2020, we may redeem up to 35% of the notes from the proceeds of certain sales of our equity securities at % of the principal amount, plus accrued and unpaid interest, if any, to the date of redemption, if at least 65% of the aggregate principal amount of the notes initially issued under the indenture remains outstanding after such redemption and the redemption occurs within 120 days after the date of the closing of such equity offering. Please read "Description of Notes—Optional Redemption."
Change of Control	Upon the occurrence of a change of control (as described under "Description of Notes—Repurchase at the Option of Holders—Change of Control"), we must offer to repurchase the notes at 101% of the principal amount of the notes, plus accrued and unpaid interest, if any, to the date of repurchase.
Certain covenants	The indenture governing the notes will contain covenants that, among other things, will limit our ability and the ability of our restricted subsidiaries to: • incur additional debt; • pay dividends or make other distributions on, redeem or repurchase capital stock, or make investments or other restricted payments; • enter into transactions with affiliates; • dispose of assets or issue stock of restricted subsidiaries;

	• create liens on assets securing certain indebtedness; or • effect a consolidation or merger or sell all, or substantially all, of our assets. These covenants are subject to important exceptions and qualifications that are described under "Description of Notes—Certain Covenants." At any time that the notes are rated investment grade, and subject to certain conditions, certain covenants will be suspended with respect to the notes. See "Description of Notes—Certain Covenants."
No registration rights	We will not register the notes under the Securities Act or the securities laws of any other jurisdiction or offer to exchange the notes for notes registered under the Securities Act or the securities laws of any other jurisdiction.
Transfer restrictions	We have not registered the offer or sale of the notes under the Securities Act or under any state securities laws. The notes are subject to restrictions on transfer and resale and may only be offered or sold through exemptions from the registration requirements of, or in transactions not subject to, the Securities Act, and as permitted under any other applicable securities laws. See "Notice to Investors."
Trustee	Deutsche Trustee Company Limited.
Governing law	The notes and the indenture will be governed by New York law.
No public market	The notes are a series of new securities for which there is currently no established trading market.
Listing	Application has been made for listing particulars to be approved by the Irish Stock Exchange and for the notes to be admitted to the Official List of the Irish Stock Exchange and admitted to trading on its Global Exchange Market. We can provide no assurance that this application will be approved.
Use of proceeds	We intend to use the net proceeds from this offering and cash on hand to fund the Tender Offer described in "—Recent Developments—Concurrent Tender Offer." To the extent there are remaining net proceeds following the purchase of any 2022 Notes tendered for purchase in the Tender Offer or the Tender Offer is not consummated, any such remaining net proceeds will be used for general corporate purposes. To the extent we purchase less than all of the 2022 Notes in the Tender Offer, we may redeem or repurchase such securities from time to time depending on market conditions, but are not obligated to do so.

	Certain of the Initial Purchasers or their affiliates are holders of our 2022 Notes and, accordingly, may receive a portion of the proceeds of this offering in connection with the Tender Offer. Please read "Use of Proceeds."
Risk factors	Please read "Risk Factors" beginning on page 15 for a discussion of factors you should carefully consider before investing in the notes.

Summary Consolidated Historical Financial Data of Belden Inc.

The following table shows summary consolidated historical financial data as of and for the periods indicated. The historical statement of operations, statement of comprehensive income and cash flow financial data for the years ended December 31, 2014, 2015 and 2016 and the historical balance sheet data as of December 31, 2015 and 2016 have been derived from our audited consolidated historical financial statements incorporated by reference in this offering memorandum. The historical statement of operations, statement of comprehensive income and cash flow financial data for the three month periods ended April 3, 2016 and April 2, 2017 and the historical balance sheet data as of April 2, 2017 have been derived from our unaudited condensed consolidated historical financial statements incorporated by reference in this offering memorandum. The historical balance sheet data as of December 31, 2014 and April 3, 2016 have been derived from our audited consolidated historical financial statements and unaudited condensed consolidated historical financial statements, respectively, which have not been incorporated by reference in this offering memorandum. The summary consolidated historical financial data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated historical financial statements, which are incorporated by reference from our Annual Report on Form 10-K for the year ended December 31, 2016, our Current Report on Form 8-K filed on June 26, 2017, and our Quarterly Report on Form 10-Q for the quarterly period ended April 2, 2017.

The amounts in the tables below are in thousands.

	Year ended December 31,			Three months ended	
	2014	2015	2016	April 3, 2016 (Unaudited)	April 2, 2017 (Unaudited)
Statement of operations data:					
Revenues	$ 2,308,265	$ 2,309,222	$ 2,356,672	$ 541,497	$ 551,381
Cost of sales	(1,488,816)	(1,391,049)	(1,375,678)	(316,462)	(329,267)
Gross profit	819,449	918,173	980,994	225,035	222,114
Selling, general and administrative expense	(483,990)	(525,518)	(494,224)	(122,406)	(112,586)
Research and development	(113,914)	(148,311)	(140,601)	(36,133)	(34,522)
Amortization of intangibles	(58,426)	(103,791)	(98,385)	(25,532)	(23,669)
Impairment of assets held for sale	—	—	(23,931)	—	—
Operating income	**163,119**	**140,553**	**223,853**	**40,964**	**51,337**
Interest expense, net	(81,573)	(100,613)	(95,050)	(24,396)	(23,506)
Loss on debt extinguishment	—	—	(2,342)	—	—
Income from continuing operations before taxes	**81,546**	**39,940**	**126,461**	**16,568**	**27,831**
Income tax benefit (expense)	(7,114)	26,568	1,185	(210)	(2,250)
Income from continuing operations	**74,432**	**66,508**	**127,646**	**16,358**	**25,581**
Loss from disposal of discontinued operations, net of tax	(562)	(86)	—	—	—
Income (loss) from discontinued operations, net of tax	579	(242)	—	—	—
Net income	**74,449**	**66,180**	**127,646**	**16,358**	**25,581**
Less: Net loss attributable to noncontrolling interest	—	(24)	(357)	(99)	(106)
Net income attributable to Belden	**74,449**	**66,204**	**128,003**	**16,457**	**25,687**
Less: Preferred stock dividends	—	—	15,428	—	8,733
Net income attributable to Belden common stockholders	**$ 74,449**	**$ 66,204**	**$ 112,575**	**$ 16,457**	**$ 16,954**

	Year ended December 31,			Three months ended	
	2014	2015	2016	April 3, 2016	April 2, 2017
				(Unaudited)	(Unaudited)
Statement of comprehensive income data:					
Net income	$ 74,449	$ 66,180	$ 127,646	$ 16,358	25,581
Foreign currency translation, net of tax	(10,387)	(20,842)	18,687	(2,187)	(9,836)
Adjustments to pension and postretirement liabilities, net of tax	(6,463)	7,864	1,170	467	368
Total comprehensive income	**57,599**	**53,202**	**147,503**	**14,638**	**16,113**
Less: Comprehensive loss attributable to noncontrolling interest	—	(46)	(420)	(101)	(163)
Comprehensive income attributable to Belden	**$ 57,599**	**$ 53,248**	**$ 147,923**	**$ 14,739**	**$ 16,276**
Balance sheet data (at period end):					
Property, plant and equipment, less accumulated depreciation	$ 316,385	$ 310,629	$ 309,291	$ 316,435	$ 311,393
Total assets	3,232,202	3,290,602	3,806,803	3,223,595	3,787,641
Current maturities of long-term debt	2,500	2,500	—	2,500	—
Long-term debt	1,736,954	1,725,282	1,620,161	1,689,664	1,641,929
Total stockholders' equity	807,186	825,523	1,461,317	839,307	1,466,121
Cash flow data:					
Net cash flows provided by (used for):					
Operating activities	$ 200,887	$ 241,460	$ 314,794	$ 12,612	$ (12,263)
Investing activities	(392,348)	(746,254)	(73,257)	(28,769)	(10,399)
Financing activities	330,359	(11,069)	401,704	(55,559)	(15,228)
Other financial data:					
Free cash flow(a)	$ 195,032	$ 187,024	$ 261,212	$ (809)	$ (22,662)
EBITDA(b)	265,281	290,895	367,104	78,159	86,389
Adjusted EBITDA(b)	378,283	418,433	449,379	93,165	96,919
Net debt(c)	998,292	1,511,031	772,045	1,545,900	826,005

(a) We define free cash flow as net cash from operating activities, adjusted for capital expenditures net of the proceeds from the disposal of tangible assets, and cash payments for severance and other costs for the integration of our acquisition of Grass Valley. We believe free cash flow provides useful information to investors regarding our ability to generate cash from business operations that is available for acquisitions and other investments, service of debt principal, dividends and share repurchases. We use free cash flow, as defined, as one financial measure to monitor and evaluate performance and liquidity. Non-GAAP financial measures should be considered only in conjunction with financial measures reported according to accounting principles generally accepted in the United States. Our definition of free cash flow may differ from definitions used by other companies. In the first quarter of each year, cash from operating activities reflects the payments of annual rebates to our channel partners and incentive compensation to our associates.

	Year ended December 31,			Three months ended	
	2014	2015	2016	April 3, 2016	April 2, 2017
			(Unaudited)		
Reconciliation of net cash flows from operating activities to free cash flow:					
Net cash flows provided by (used for) operating activities	$200,887	$241,460	$314,794	$ 12,612	$(12,263)
Capital expenditures	(45,459)	(54,969)	(53,974)	(13,431)	(10,399)
Proceeds from disposal of tangible assets	1,884	533	392	10	—
Cash payments for severance and other costs for the integration of our acquisition of Grass Valley	37,720	—	—	—	—
Free cash flow	$195,032	$187,024	$261,212	$ (809)	$(22,662)

(b) We define EBITDA as earnings from continuing operations before net interest, income taxes, depreciation, and amortization. We define Adjusted EBITDA as EBITDA plus certain items, such as asset impairments; severance, restructuring, and acquisition integration costs; purchase accounting effects related to acquisitions, such as the

adjustment of acquired inventory and deferred revenue to fair value and transaction costs; revenue and cost of sales deferrals for acquired product lines subject to software revenue recognition accounting requirements; gains (losses) on the disposal of businesses and tangible assets, gains (losses) on debt extinguishment, share-based compensation expense, and other costs. We do not adjust for ongoing operating expenses. We adjust for the items listed in all periods presented, unless the impact is clearly immaterial to our financial statements.

We utilize the non-GAAP results to review our ongoing operations without the effect of the adjustments and for comparison to budgeted operating results. We believe the non-GAAP results are useful to investors because they help them compare our results to previous periods and provide insights into underlying trends in the business and how management oversees our business operations on a day-to-day basis. As an example, we adjust for the purchase accounting effect of recording deferred revenue at fair value in order to reflect the revenues and gross profit that would have otherwise been recorded by acquired businesses as independent entities. We believe this presentation is useful in evaluating the underlying performance of acquired companies. Similarly, we adjust for other acquisition related expenses, such as amortization of intangibles and other impacts of fair value adjustments because they are not related to the acquired entity's core business performance. As an additional example, we exclude the costs of restructuring programs, which can occur from time to time for our current businesses and/or recently acquired businesses. We exclude the costs of these programs from our Adjusted EBITDA to allow us and investors to evaluate the performance of the business based upon its expected ongoing operating structure. We believe the adjusted measures, accompanied by the disclosure of the costs of the programs, provides valuable insight. EBITDA and Adjusted EBITDA should be considered in addition to, and not as a substitute for, net income in accordance with GAAP as a measure of performance or cash flows from operating activities in accordance with GAAP as a measure of liquidity. Our definitions of EBITDA and Adjusted EBITDA may differ from definitions used by other companies.

	Year ended December 31,			Three months ended	
	2014	2015	2016	April 3, 2016 (Unaudited)	April 2, 2017 (Unaudited)
Reconciliation of net income to EBITDA and Adjusted EBITDA:					
Net income attributable to Belden	$ 74,449	$ 66,204	$128,003	$16,457	$25,687
Loss (income) from discontinued operations, net of tax	(579)	242	—	—	—
Loss from disposal of discontinued operations, net of tax	562	86	—	—	—
Noncontrolling interest	—	(24)	(357)	(99)	(106)
Income tax expense (benefit)	7,114	(26,568)	(1,185)	210	2,250
Interest expense, net	81,573	100,613	95,050	24,396	23,506
Depreciation and amortization	102,162	150,342	145,593	37,195	35,052
EBITDA	$265,281	$290,895	$367,104	$78,159	$86,389
Adjusted for:					
Impairment of assets held for sale(i)	—	—	23,931	—	—
Loss on debt extinguishment	—	—	2,342	—	—
Patent settlement(ii)	—	—	(5,554)	—	—
Severance, restructuring, and acquisition integration costs(iii)	70,827	47,170	38,770	8,408	6,600
Share-based compensation expense	18,858	17,745	18,178	4,100	3,930
Purchase accounting effects related to acquisitions(iv)	12,540	9,747	(2,079)	195	—
Deferred gross profit adjustments(v)	10,777	52,876	6,687	2,303	—
Adjusted EBITDA	$378,283	$418,433	$449,379	$93,165	$96,919

(i) During 2016, we recognized a $23.9 million impairment of assets held for sale.

(ii) Both our consolidated revenues and gross profit were positively impacted by royalty revenues received during 2016 that related to years prior to 2016 as a result of a patent settlement.

(iii) In the three months ended April 2, 2017 and April 3, 2016, we recorded severance, restructuring, and acquisition integration costs of $6.6 million and $8.4 million, respectively, related to a number of productivity improvement programs and acquisition integrations.

During 2016, we recognized severance, restructuring, and acquisition integration costs of $38.8 million related to a number of productivity improvement programs, primarily for our industrial and broadcast businesses.

During 2015, we recognized severance, restructuring, and acquisition integration costs of $47.2 million related to a number of productivity improvement programs, primarily for our broadcast and industrial businesses, as well as the integration of our acquisitions of Tripwire, ProSoft, and Coast.

During 2014, we incurred severance, restructuring, and acquisition integration costs of $70.8 million primarily related to the integration of our acquisitions of Grass Valley and a productivity improvement program. The restructuring and integration activities related to our acquisition of Grass Valley focused on achieving desired cost savings by consolidating existing and acquired operating facilities and other support functions. The productivity improvement program focused on improving the cost structure of our sales, marketing, finance, and human resources functions relative to our peers.

(iv) In 2016, we made a $3.2 million adjustment to reduce the earn-out liability associated with the M2FX acquisition. This adjustment was partially offset by $0.8 million and $0.2 million of cost of sales related to the adjustment of acquired inventory to fair value related to our Enterprise segment and M2FX acquisition, respectively. In 2015, we recognized $9.2 million of compensation expense related to the accelerated vesting of acquiree stock based compensation awards associated with our acquisition of Tripwire. In addition, we recognized $0.3 million of cost of sales related to the adjustment of acquired inventory to fair value related to our acquisition of Coast and $0.3 million of acquisition related transaction costs. In 2014, we recognized $8.4 million of cost of sales related to the adjustment of acquired inventory to fair value for our acquisitions of Grass Valley, ProSoft, and Coast, as well as $4.1 million of acquisition related transaction costs.

(v) For the three months ended April 3, 2016, we recognized cost of sales for the adjustment of acquired inventory to fair value related to the M2FX acquisition. For the three months ended April 3, 2016 and the years ended December 31, 2016, 2015 and 2014, our GAAP results do not include revenues that would have been recorded by acquired businesses had they remained independent entities due to the purchase accounting effect of recording deferred revenue at fair value. For the three months ended April 2, 2017, the purchase accounting effect of recording deferred revenue at fair value for previous acquisitions was zero.

(c) We define net debt as total debt less cash and cash equivalents.

	Year ended December 31,			Three months ended	
	2014	2015	2016	April 3, 2016	April 2, 2017
				(Unaudited)	(Unaudited)
Reconciliation of total debt to net debt:					
Total debt	$1,739,454	$1,727,782	$1,620,161	$1,692,164	$1,641,929
Cash and cash equivalents	(741,162)	(216,751)	(848,116)	(146,264)	(815,924)
Net debt	$ 998,292	$1,511,031	$ 772,045	$1,545,900	$ 826,005

RISK FACTORS

An investment in our notes involves risks. You should carefully consider all of the information contained in this offering memorandum and the documents incorporated by reference as provided under "Where You Can Find More Information," including our Annual Report on Form 10-K for the year ended December 31, 2016 and our Quarterly Report on Form 10-Q for the quarterly period ended April 2, 2017. This offering memorandum and the documents incorporated by reference also contain forward-looking statements that involve risks and uncertainties. Please read "Cautionary Note Regarding Forward-Looking Statements." Our actual results could differ materially from those anticipated in the forward-looking statements as a result of certain factors, including the risks described below, elsewhere in this offering memorandum and in the documents incorporated by reference. If any of these risks occur, our business, financial condition or results of operation could be adversely affected.

Risks Related to Our Business

We may be unable to achieve our goals related to growth.

In order to meet the goals in our strategic plan, we must grow our business, both organically and through acquisitions. Our goal is to generate total revenue growth of 5-7% per year in constant currency. We may be unable to achieve this desired growth due to a failure to identify growth opportunities, such as trends and technological changes in our end markets. We may ineffectively execute our Market Delivery System, which is designed to identify and capture growth opportunities. The broadcast, enterprise, and industrial end markets we serve may not experience the growth we expect. Further, those markets may be unable to sustain growth on a long-term basis, particularly in emerging markets. If we are unable to achieve our goals related to growth, it could have a material adverse effect on our results of operations, financial position, and cash flows.

A challenging global economic environment or a downturn in the markets we serve could adversely affect our operating results in a material manner.

A challenging global economic environment could cause substantial reductions in our revenue and results of operations as a result of weaker demand by the end users of our products and price erosion. Price erosion may occur through competitors becoming more aggressive in pricing practices. A challenging global economy could also make it difficult for our customers, our vendors, and us to accurately forecast and plan future business activities. Our customers could also face issues gaining timely access to sufficient credit, which could have an adverse effect on our results if such events cause reductions in revenues, delays in collection, or write-offs of receivables. Further, the demand for many of our products is economically sensitive and will vary with general economic activity, trends in nonresidential construction, investment in manufacturing facilities and automation, demand for information and broadcast technology equipment, and other economic factors.

Global economic uncertainty could result in a significant decline in the value of foreign currencies relative to the U.S. dollar, which could result in a significant adverse effect on our revenues and results of operations; could make it extremely difficult for our customers and us to accurately forecast and plan future business activities; and could cause our customers to slow or reduce spending on our products and services. Economic uncertainty could also arise from fiscal policy changes in the countries in which we operate.

Changes in foreign currency rates and commodity prices can impact the buying power of our customers. For example, a strengthened U.S. dollar can result in relative price increases for our products for customers outside of the U.S., which can have a negative impact on our revenues and results of operations. Furthermore, customers' ability to invest in capital expenditures, such as our products, can depend upon proceeds from commodities, such as oil and gas markets. A decline in energy prices, therefore, can have a negative impact on our revenues and results of operations.

The global markets in which we operate are highly competitive.

We face competition from other manufacturers for each of our global business platforms and in each of our geographic regions. These companies compete on price, reputation and quality, product technology and characteristics, and terms. Some multinational competitors have greater engineering, financial, manufacturing, and marketing resources than we have. Actions that may be taken by competitors, including pricing, business alliances, new product introductions, market penetration, and other actions, could have a negative effect on our revenues and profitability. Moreover, during economic downturns, some competitors that are highly leveraged both financially and operationally could become more aggressive in their pricing of products.

We must complete further acquisitions in order to achieve our strategic plan.

In order to meet the goals in our strategic plan, we must complete further acquisitions. The extent to which appropriate acquisitions are made will affect our overall growth, operating results, financial condition, and cash flows. Our ability to acquire businesses successfully will decline if we are unable to identify appropriate acquisition targets consistent with our strategic plan, the competition among potential buyers increases, the cost of acquiring suitable businesses becomes too expensive, or we lack sufficient sources of capital. As a result, we may be unable to make acquisitions or be forced to pay more or agree to less advantageous acquisition terms for the companies that we are able to acquire.

Volatility of credit markets could adversely affect our business.

Uncertainty in U.S. and global financial and equity markets could make it more expensive for us to conduct our operations and more difficult for our customers to buy our products. Additionally, market volatility or uncertainty may cause us to be unable to pursue or complete acquisitions. Our ability to implement our business strategy and grow our business, particularly through acquisitions, may depend on our ability to raise capital by selling equity or debt securities or obtaining additional debt financing. Market conditions may prevent us from obtaining financing when we need it or on terms acceptable to us.

Our results of operations are subject to foreign and domestic political, economic, and other uncertainties and are affected by changes in currency exchange rates.

In addition to manufacturing and other operating facilities in the U.S., we have manufacturing and other operating facilities in Brazil, Canada, China, Japan, Mexico, St. Kitts, and several European countries. We rely on suppliers in many countries, including China. Our foreign operations are subject to economic and political risks inherent in maintaining operations abroad such as economic and political destabilization, land use risks, international conflicts, restrictive actions by foreign governments, and adverse foreign tax laws. In addition to economic and political risk, a risk associated with our European manufacturing operations is the higher relative expense and length of time required to adjust manufacturing employment

capacity. We also face political risks in the U.S., including tax or regulatory risks or potential adverse impacts from legislative impasses over, or significant legislative, regulatory or executive changes in fiscal or monetary policy and other foreign and domestic government policies, including, but not limited to, trade policies and import/export policies.

Approximately 45% of our sales during 2016 were outside the U.S. Other than the U.S. dollar, the principal currencies to which we are exposed through our manufacturing operations, sales, and related cash holdings are the euro, the Canadian dollar, the Hong Kong dollar, the Chinese yuan, the Japanese yen, the Mexican peso, the Australian dollar, the British pound, and the Brazilian real. Generally, we have revenues and costs in the same currency, thereby reducing our overall currency risk, although any realignment of our manufacturing capacity among our global facilities could alter this balance. When the U.S. dollar strengthens against other currencies, the results of our non-U.S. operations are translated at a lower exchange rate and thus into lower reported revenues and earnings.

We may experience significant variability in our quarterly and annual effective tax rate which would affect our reported net income.

We have a complex tax profile due to the global nature of our operations, which encompass multiple taxing jurisdictions. Variability in the mix and profitability of domestic and international activities, identification and resolution of various tax uncertainties, changes in tax laws and rates, and the extent to which we are able to realize net operating loss and other carryforwards included in deferred tax assets and avoid potential adverse outcomes included in deferred tax liabilities, among other matters, may significantly affect our effective income tax rate in the future.

Changes in U.S. or international tax laws could materially affect our financial position and results of operations. The U.S. is actively considering changes to existing tax laws including lower corporate tax rates and changes to the taxability of imports and exports. In addition, many countries in the European Union, as well as a number of other countries and organizations such as the Organization for Economic Cooperation and Development, are actively considering changes to existing tax laws. If tax laws and related regulations change, our financial results could be materially impacted. Given the unpredictability of these possible changes and their potential interdependency, it is possible such changes could adversely impact our financial results.

Our effective income tax rate is the result of the income tax rates in the various countries in which we do business. Our mix of income and losses in these jurisdictions affects our effective tax rate. For example, relatively more income in higher tax rate jurisdictions would increase our effective tax rate and thus lower our net income. Similarly, if we generate losses in tax jurisdictions for which no benefits are available, our effective income tax rate will increase. Our effective income tax rate may also be impacted by the recognition of discrete income tax items, such as required adjustments to our liabilities for uncertain tax positions or our deferred tax asset valuation allowance. A significant increase in our effective income tax rate could have a material adverse impact on our earnings.

Of our $848.1 million cash and cash equivalents balance as of December 31, 2016, $249.4 million was held outside of the U.S. in our foreign operations. If we were to repatriate the foreign cash to the U.S., we would be required to accrue and pay U.S. taxes in accordance with applicable U.S. tax rules and regulations.

Changes in the price and availability of raw materials we use could be detrimental to our profitability.

Copper is a significant component of the cost of most of our cable products. Over the past few years, the prices of metals, particularly copper, have been highly volatile. Prices of other materials we use, such as polyvinylchloride (PVC) and other plastics derived from petrochemical feedstocks, have also been volatile. Generally, we have recovered much of the higher cost of raw materials through higher pricing of our finished products. The majority of our products are sold through distribution, and we manage the pricing of these products through published price lists which we update from time to time, with new prices typically taking effect a few weeks after they are announced. Some OEM contracts have provisions for passing through raw material cost changes, generally with a lag of a few weeks to three months. If we are unable to raise prices sufficiently to recover our material costs, our earnings could decline. If we raise our prices but competitors raise their prices less, we may lose sales, and our earnings could decline. If the price of copper were to decline, we may be compelled to reduce prices to remain competitive, which could have a negative effect on revenues. While we generally believe the supply of raw materials (copper, plastics, and other materials) is adequate, we have experienced instances of limited supply of certain raw materials, resulting in extended lead times and higher prices. If a supply interruption or shortage of materials were to occur (including due to labor or political disputes), this could have a negative effect on revenues and earnings.

We rely on several key distributors in marketing our products.

The majority of our sales are through distributors. These distributors purchase and carry the products of our competitors along with our products. Our largest distributor, Anixter International Inc., accounted for 12% of our revenue in 2016. If we were to lose a key distributor, our revenue and profits would likely be reduced, at least temporarily. Changes in the inventory levels of our products owned and held by our distributors can result in significant variability in our revenues. Further, certain distributors are allowed to return certain inventory in exchange for an order of equal or greater value. We have recorded reserves for the estimated impact of these inventory policies.

Consolidation of our distributors, particularly where the survivor relies more heavily on our competitors, could adversely impact our revenues and earnings. It could also result in consolidation of distributor inventory, which would temporarily depress our revenues. We have also experienced financial failure of distributors from time to time, resulting in our inability to collect accounts receivable in full. A global economic downturn could cause financial difficulties (including bankruptcy) for our distributors and other customers, which would adversely affect our results of operations.

We may be unable to implement our strategic plan successfully.

Our strategic plan is designed to continually enhance shareholder value by improving revenues and profitability, reducing costs, and improving working capital management. To achieve these goals, our strategic priorities are reliant on our Belden Business System, which includes continuing deployment of our MDS so as to capture market share through end-user engagement, channel management, outbound marketing, and careful vertical market selection; improving our recruitment and development of talented associates; developing strong global business platforms; acquiring businesses that fit our strategic plan; and becoming a leading Lean company. Lean refers to a business management system that strives to create value for customers and deliver that value to the right place, at the right time, and in the right quantities while reducing or eliminating waste from all processes. We have a disciplined process for deploying this strategic plan through our associates. There is a risk that we may not be

successful in developing or executing these measures to achieve the expected results for a variety of reasons, including market developments, economic conditions, shortcomings in establishing appropriate action plans, or challenges with executing multiple initiatives simultaneously. For example, our MDS initiative may not succeed or we may lose market share due to challenges in choosing the right products to market or the right customers for these products, integrating products of acquired companies into our sales and marketing strategy, or strategically bidding against OEM partners. We may fail to identify growth opportunities. We may not be able to acquire businesses that fit our strategic plan on acceptable business terms, and we may not achieve our other strategic priorities.

Potential problems with our information systems could interfere with our business and operations.

We rely on our information systems and those of third parties for storing proprietary company information about our products and intellectual property, as well as for processing customer orders, manufacturing and shipping products, billing our customers, tracking inventory, supporting accounting functions and financial statement preparation, paying our employees, and otherwise running our business. Any disruption, whether from hackers or other sources, in our information systems or those of the third parties upon whom we rely could have a significant impact on our business. In addition, we may need to enhance our information systems to provide additional capabilities and functionality. The implementation of new information systems and enhancements is frequently disruptive to the underlying business of an enterprise. Any disruptions affecting our ability to accurately report our financial performance on a timely basis could adversely affect our business in a number of respects. If we are unable to successfully implement potential future information systems enhancements, our financial position, results of operations, and cash flows could be negatively impacted.

We, and others on our behalf, store "personally identifiable information" ("PII") with respect to employees, vendors, customers, and others. While we have implemented safeguards to protect the privacy of this information, it is possible that hackers or others might obtain this information. If that occurs, in addition to having to take potentially costly remedial action, we also may be subject to fines, penalties, lawsuits, and reputational damage.

Our future success depends in part on our ability to develop and introduce new products.

Our markets are characterized by the introduction of products with increasing technological capabilities. The relative costs and merits of our solutions could change in the future as various competing technologies address the market opportunities. In addition, the products sold by our recently acquired businesses generally have shorter life cycles than our legacy product portfolio. We believe that our future success will depend in part upon our ability to enhance existing products and to develop and manufacture new products that meet or anticipate technological changes, which will require continued investment in engineering, research and development, capital equipment, marketing, customer service, and technical support. We have long been successful in introducing successive generations of more capable products, but if we were to fail to keep pace with technology or with the products of competitors, we might lose market share and harm our reputation and position as a technology leader in our markets.

If we are unable to retain senior management and key employees, our business operations could be adversely affected.

Our success has been largely dependent on the skills, experience, and efforts of our senior management and key employees. The loss of any of our senior management or other key

employees, for example sales and product development employees, could have an adverse effect on us. We may not be able to find qualified replacements for these individuals and the integration of potential replacements may be disruptive to our business. More broadly, a key determinant of our success is our ability to attract, develop, and retain talented associates. While this is one of our strategic priorities, we may not be able to succeed in this regard.

We might have difficulty protecting our intellectual property from use by competitors, or competitors might accuse us of violating their intellectual property rights.

Disagreements about patents and other intellectual property rights occur in the markets we serve. Third parties have asserted and may in the future assert claims of infringement of intellectual property rights against us or against our customers or channel partners for which we may be liable. Furthermore, a successful claimant could secure a judgment that requires us to pay substantial damages or prevents us from distributing certain products or performing certain services. We may encounter difficulty enforcing our own intellectual property rights against third parties, which could result in price erosion or loss of market share.

Our use of open source software could negatively impact our ability to sell our products and may subject us to unanticipated obligations.

The products, services, or technologies we acquire, license, provide, or develop may incorporate or use open source software. We monitor and restrict our use of open source software in an effort to avoid unintended consequences, such as reciprocal license grants, patent retaliation clauses, and the requirement to license our products at no cost. Nevertheless, we may be subject to unanticipated obligations regarding our products which incorporate or use open source software.

We are subject to laws and regulations worldwide, changes to which could increase our costs and individually or in the aggregate adversely affect our business.

We are subject to laws and regulations affecting its domestic and international operations in a number of areas. These U.S. and foreign laws and regulations affect our activities including, but not limited to, in areas of labor, advertising, real estate, billing, e-commerce, promotions, quality of services, property ownership and infringement, tax, import and export requirements, economic sanctions, anti-corruption, foreign exchange controls and cash repatriation restrictions, data privacy requirements, anti-competition, environmental, health and safety.

Compliance with these laws, regulations and similar requirements may be onerous and expensive, and could expose us to litigation or other legal proceedings that would materially affect our operations and financial results. These laws, regulations and similar requirements may be inconsistent from jurisdiction to jurisdiction, further increasing the cost of compliance and doing business. Any such costs, which may rise in the future as a result of changes in these laws and regulations or in their interpretation, could individually or in the aggregate make our products and services less attractive to our customers, delay the introduction of new products in one or more regions, or cause us to change or limit our business practices. We have implemented policies and procedures designed to ensure compliance with applicable laws and regulations, but there can be no assurance that our employees, contractors, or agents will not violate such laws and regulations or our policies and procedures.

We may have difficulty integrating the operations of acquired businesses, which could negatively affect our results of operations and profitability.

We may have difficulty integrating acquired businesses and future acquisitions might not meet our performance expectations. Some of the integration challenges we might face include differences in corporate culture and management styles, additional or conflicting governmental regulations, preparation of the acquired operations for compliance with the Sarbanes-Oxley Act of 2002, financial reporting that is not in compliance with U.S. generally accepted accounting principles, disparate company policies and practices, customer relationship issues, and retention of key personnel. In addition, management may be required to devote a considerable amount of time to the integration process, which could decrease the amount of time we have to manage the other businesses. We may not be able to integrate operations successfully or cost-effectively, which could have a negative impact on our results of operations or our profitability. The process of integrating operations could also cause some interruption of, or the loss of momentum in, the activities of acquired businesses.

Perceived failure of our signal transmission solutions to provide expected results may result in negative publicity and harm our business and operating results.

Our customers use our signal transmission solutions in a wide variety of IT systems and application environments in order to help reduce security vulnerabilities and demonstrate compliance. Despite our efforts to make clear in our marketing materials and customer agreements the capabilities and limitations of these products, some customers may incorrectly view the deployment of such products in their IT infrastructure as a guarantee that there will be no security breach or policy non-compliance event. As a result, the occurrence of a high profile security breach, or a failure by one of our customers to pass a regulatory compliance IT audit, could result in public and customer perception that our solutions are not effective and harm our business and operating results, even if the occurrence is unrelated to the use of such products or if the failure is the result of actions or inactions on the part of the customer.

We may be unable to achieve our strategic priorities in emerging markets.

Emerging markets are a significant focus of our strategic plan. The developing nature of these markets presents a number of risks. We may be unable to attract, develop, and retain appropriate talent to manage our businesses in emerging markets. Deterioration of social, political, labor, or economic conditions in a specific country or region may adversely affect our operations or financial results. Emerging markets may not meet our growth expectations, and we may be unable to maintain such growth or to balance such growth with financial goals and compliance requirements. Among the risks in emerging market countries are bureaucratic intrusions and delays, contract compliance failures, engrained business partners that do not comply with local or U.S. law, such as the Foreign Corrupt Practices Act, fluctuating currencies and interest rates, limitations on the amount and nature of investments, restrictions on permissible forms and structures of investment, unreliable legal and financial infrastructure, regime disruption and political unrest, uncontrolled inflation and commodity prices, fierce local competition by companies with better political connections, and corruption. In addition, the costs of compliance with local laws and regulations in emerging markets may negatively impact our competitive position as compared to locally owned manufacturers.

If our goodwill or other intangible assets become impaired, we would be required to recognize charges that would reduce our income.

Under accounting principles generally accepted in the U.S., goodwill and certain other intangible assets are not amortized but must be reviewed for possible impairment annually or

more often in certain circumstances if events indicate that the asset values may not be recoverable. We have incurred significant charges for the impairment of goodwill and other intangible assets in the past, and we may be required to do so again in future periods if the underlying value of our business declines. Such a charge would reduce our income without any change to our underlying cash flows.

Some of our employees are members of collective bargaining groups, and we might be subject to labor actions that would interrupt our business.

Some of our employees, primarily outside the U.S., are members of collective bargaining groups. We believe that our relations with employees are generally good. However, if there were a dispute with one of these bargaining groups, the affected operations could be interrupted, resulting in lost revenues, lost profit contribution, and customer dissatisfaction.

Risks Related to the Notes

Our substantial indebtedness could adversely affect our financial condition and prevent us from fulfilling our obligations under the notes.

We have a significant amount of indebtedness. Our substantial indebtedness could have important consequences to you. For example, it could:

- make it more difficult for us to satisfy our obligations with respect to the notes;
- increase our vulnerability to adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flows from operations to payments on our indebtedness, thereby reducing the availability of our cash flows to fund acquisitions, working capital, capital expenditures, research and development efforts and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- place us at a competitive disadvantage compared to our competitors that have less debt;
- limit our ability to borrow additional funds; and
- limit our ability to make future acquisitions.

In addition, our revolving credit agreement and the indentures governing our senior subordinated notes, and the indenture that will govern the notes offered hereby will, contain restrictive (and, in the case of the revolving credit agreement, financial) covenants that limit our ability to engage in activities that may be in our best interests. Our failure to comply with those covenants could result in an event of default which, if not cured or waived, could result in the acceleration of all of our debts.

Despite current indebtedness levels, we and our subsidiaries may still be able to incur substantially more debt. This could further exacerbate the risks associated with our substantial leverage.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. The terms of the indentures governing our senior subordinated notes and our revolving credit agreement do not, and the terms of the indenture that will govern the notes will not, fully prohibit us or our subsidiaries from doing so. As of April 2, 2017, after giving effect to this

offering and the use of proceeds therefrom, assuming all of our existing 2022 Notes are tendered and purchased in the Tender Offer, we would have had no borrowings outstanding under our revolving credit agreement and $269.4 million in available borrowing base under this facility. Our borrowing base includes eligible accounts receivable, inventory, and property, plant, and equipment of certain of our subsidiaries in the U.S., Canada, Germany, the Netherlands, and the United Kingdom. Any borrowings under our revolving credit agreement will be senior to the notes. We and our subsidiaries may also, from time to time, opportunistically consider refinancing our outstanding debt obligations, including those under our revolving credit agreement . If new debt is added to our and our subsidiaries' current debt levels, the related risks that we and they now face could intensify. See "Description of Other Indebtedness."

To service our indebtedness, we will require a significant amount of cash. Our ability to generate cash depends on many factors beyond our control, including our ability to repatriate cash.

Our ability to make payments on and to refinance our indebtedness, including the notes, and to fund capital expenditures, acquisitions and research and development efforts will depend on our ability to generate cash. This, to a certain extent, is subject to economic, financial, competitive, legislative, regulatory and other factors that are beyond our control.

We cannot assure you, however, that our business will generate sufficient cash flows from operations, that anticipated cost savings and operating improvements will be realized on schedule, that future borrowings will be available to us under our revolving credit agreement , or that we can obtain alternative financing proceeds in an amount sufficient to enable us to pay our indebtedness, including the notes, or to fund our other liquidity needs. We may need to refinance all or a portion of our indebtedness, including the notes, on or before maturity. We cannot assure you that we will be able to refinance any of our indebtedness on commercially reasonable terms or at all.

Because a substantial portion of our operations is conducted by foreign subsidiaries, our cash flow and our ability to service debt, including our and the guarantors' ability to pay the interest on and principal of the notes when due may be dependent to a significant extent on interest payments, cash dividends and distributions and other transfers of cash from our foreign subsidiaries. In addition, any payment of interest, dividends, distributions, loans or advances by our foreign subsidiaries to us and the guarantors, as applicable, could be subject to taxation or other restrictions on dividends or repatriation of earnings under applicable local law, monetary transfer restrictions and foreign currency exchange regulations in the jurisdiction in which our foreign subsidiaries operate. Moreover, payments to us and the guarantors by the foreign subsidiaries will be contingent upon these subsidiaries' earnings.

Your right to receive payments on the notes and the guarantees will be junior to the rights of lenders under our credit facility and to all of our and the guarantors' other senior indebtedness, including any of our or the guarantors' future senior debt.

The notes and the guarantees rank in right of payment behind all of our and the guarantors' existing and future senior indebtedness, including borrowings under our revolving credit agreement, and will rank junior in right of payment behind all of our and the guarantors' future borrowings, except any future indebtedness that expressly provides that it ranks equally or is junior in right of payment to the notes and the guarantees. See "Description of Notes—Subordination." As of April 2, 2017, after giving effect to this offering and the use of proceeds therefrom, assuming all of our existing 2022 Notes are tendered and purchased in the Tender

Offer, the notes would not be junior to any senior indebtedness but would be structurally junior to $313.6 million of indebtedness and other liabilities (including trade payables) of our non-guarantor subsidiaries. As of the same date, after giving effect to this offering and the use of proceeds therefrom, assuming all of our existing 2022 Notes are tendered and purchased in the Tender Offer, we would have had no borrowings outstanding under our revolving credit agreement and $269.4 million in available borrowing base under this facility, all of which would be senior to the notes.

We and the guarantors may not pay principal, premium, if any, interest or other amounts on account of the notes or the guarantees in the event of a payment default or certain other defaults in respect of certain of our senior indebtedness, including debt under the revolving credit agreement, unless the senior indebtedness has been paid in full or the default has been cured or waived. In addition, in the event of certain other defaults with respect to the senior indebtedness, we or the guarantors may not be permitted to pay any amount on account of the notes or the guarantees for a designated period of time. See "Description of Notes—Subordination." Because of the subordination provisions in the notes and the guarantees, in the event of a bankruptcy, liquidation, reorganization or similar proceeding relating to us or a guarantor, our or the guarantor's assets will not be available to pay obligations under the notes or the applicable guarantee until we have, or the guarantor has, made all payments in cash on its senior indebtedness. Sufficient assets may not remain after all these payments have been made to make any payments on the notes or the applicable guarantee, including payments of principal or interest when due. In addition, in the event of a bankruptcy, liquidation or reorganization or similar proceeding relating to us or the guarantors, holders of the notes will participate with trade creditors and all other holders of our and the guarantors' senior subordinated indebtedness, as the case may be, in the assets remaining after we and the guarantors have paid all of the senior indebtedness. However, because the indenture requires that amounts otherwise payable to holders of the notes in a bankruptcy or similar proceeding be paid to holders of senior indebtedness instead, holders of the notes may receive less, ratably, than holders of trade payables or other unsecured, unsubordinated creditors in any such proceedings. In any of these cases, we and the guarantors may not have sufficient funds to pay all of our creditors, and holders of the notes may receive less, ratably, than the holders of senior indebtedness. See "Description of Notes—Subordination."

The notes are not secured by our assets and the lenders under our revolving credit agreement will be entitled to remedies available to a secured lender, which gives them priority over you to collect amounts due to them.

In addition to being subordinated to all of our and the guarantors' existing and future senior debt, the notes and the guarantees are not and will not be secured by any of our or their assets. Our obligations under our revolving credit agreement are secured by liens on substantially all of our and certain of our subsidiaries' assets. If we become insolvent or are liquidated, or if payment under the revolving credit agreement or in respect of any other secured indebtedness is accelerated, the lenders under our revolving credit agreement or holders of other secured indebtedness will be entitled to exercise the remedies available to a secured lender under applicable law (in addition to any remedies that may be available under our revolving credit agreement or documents pertaining to other senior debt). Upon the occurrence of any event of default under our revolving credit agreement (and even without accelerating the indebtedness under our revolving credit agreement), the lenders may be able to prohibit the payment of the notes and the guarantees by limiting our ability to access our cash flow or under the subordination provisions contained in the indenture governing the notes.

The notes will be structurally junior to indebtedness and other liabilities of our non-guarantor subsidiaries.

Some but not all of our subsidiaries will guarantee the notes. In the event of a bankruptcy, liquidation or reorganization of any of our non-guarantor subsidiaries, holders of their indebtedness and their trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to us.

As of April 2, 2017, the notes were structurally junior to $313.6 million of indebtedness and other liabilities (including trade payables) of our non-guarantor subsidiaries. As of April 2, 2017, our non-guarantor subsidiaries accounted for approximately 29% of our consolidated total assets, and for the three months ended April 2, 2017 accounted for 43% of our consolidated total revenues, 40% of our consolidated EBITDA and 36% of our consolidated Adjusted EBITDA.

Our non-guarantor subsidiaries are separate and distinct legal entities and have no obligations, contingent or otherwise, to pay any amounts due pursuant to the notes, or to make any funds available therefor, whether by dividends, loans, distributions or other payments. Any right that we or the guarantors have to receive any assets of any of the non-guarantor subsidiaries upon the liquidation or reorganization of those subsidiaries, and the consequent rights of holders of notes to realize proceeds from the sale of any of those subsidiaries' assets, will be structurally subordinated to the claims of that subsidiary's creditors, including trade creditors and holders of debt of that subsidiary.

U.S. federal and state statutes allow courts, under specific circumstances, to void guarantees and require note holders to return payments received from guarantors.

Under the U.S. federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee can be voided, or claims in respect of a guarantee can be subordinated to all other debts of that guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee:

- received less than reasonably equivalent value or fair consideration for the incurrence of such guarantee; and
- was insolvent or rendered insolvent by reason of such incurrence; or
- was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

In addition, any payment by that guarantor pursuant to its guarantee can be voided and required to be returned to the guarantor, or to a fund for the benefit of the creditors of the guarantor.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;
- if the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature;
- or it could not pay its debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that each guarantor, after giving effect to its guarantee of these notes, will not be insolvent, will not have unreasonably small capital for the business in which it is engaged and will not have incurred debts beyond its ability to pay such debts as they mature. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions in this regard.

The amount that can be collected under the guarantees will be limited.

Each of the guarantees will be limited to the maximum amount that can be guaranteed by a particular guarantor without rendering the guarantee, as it relates to that guarantor, voidable. See "Risk Factors—Risks Related to the Notes—The notes will be structurally junior to indebtedness and other liabilities of our non-guarantor subsidiaries." In general, the maximum amount that can be guaranteed by a particular guarantor may be less, including significantly less, than the principal amount of the notes.

We may not have the ability to raise the funds necessary to finance the change of control offer required by the indenture.

Upon the occurrence of certain specific kinds of change of control events, we will be required to offer to repurchase all outstanding notes at 101% of the principal amount thereof plus accrued and unpaid interest and special interest, if any, to the date of repurchase. However, it is possible that we will not have sufficient funds at the time of the change of control to make the required repurchase of notes or that restrictions in our revolving credit agreement will not allow such repurchases. In addition, certain important corporate events, such as leveraged recapitalizations, that would increase the level of our indebtedness, would not constitute a "change of control" under the Indenture. See "Description of Notes—Repurchase at the Option of Holders."

The trading prices for the notes will be directly affected by many factors, including our credit rating.

Credit rating agencies continually revise their ratings for companies they follow, including us. Any ratings downgrade could adversely affect the trading price of the notes, or the trading market for the notes, to the extent a trading market for the notes develops. The condition of the financial and credit markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future and any fluctuation may impact the trading price of the notes.

Currently, there is no public market for the notes and we do not know if a market will ever develop or, if such a market does develop, whether it will be sustained.

The notes have not and will not be registered under the Securities Act or any state securities laws and we will not offer to exchange the notes in a registered exchange offer. The notes may not be re-offered or re-sold except pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws. See "Notice to Investors."

Currently, there is no public market for the notes. We have been advised by certain of the Initial Purchasers that they intend to make a market in the notes. However, you should be aware that they are not obligated to make a market in the notes and may discontinue their market-making activities at any time without notice. Although application has been made for listing particulars to be approved by the Irish Stock Exchange and for the notes to be admitted to the

Official List of the Irish Stock Exchange and admitted to trading on its Global Exchange Market, we cannot assure you this application will be approved or an active trading market will develop for the notes, or if one does develop, that it will be liquid. If a market were to develop, the notes could trade at prices that are lower than the initial offering prices depending on many factors, including prevailing interest rates, general economic conditions and our financial condition, performance and prospects. Accordingly, a liquid market may not develop for the notes, you may not be able to sell your notes at a particular time and the prices you receive when you sell the notes may not be favorable.

This list of risk factors is not exhaustive. Other considerations besides those mentioned above might cause our actual results to differ from expectations expressed in any forward-looking statement.

USE OF PROCEEDS

We expect to receive approximately €393.1 million from this offering (equivalent to approximately $422.8 million as of April 2, 2017), after deducting the Initial Purchasers' discount and estimated offering expenses. We intend to use the net proceeds from this offering and cash on hand, if necessary, to fund the Tender Offer described in "Summary—Recent Developments—Concurrent Tender Offer." Assuming that all of our existing 2022 Notes are tendered and purchased in the Tender Offer, the holders of the 2022 Notes would receive aggregate cash consideration of $723.1 million, excluding accrued and unpaid interest. However, this offering is not conditioned upon the consummation of the Tender Offer at any minimum level of acceptance. To the extent there are remaining net proceeds following the purchase of any 2022 Notes tendered for purchase in the Tender Offer or the Tender Offer is not consummated, any remaining net proceeds will be used for general corporate purposes. To the extent we purchase less than all of the 2022 Notes in the Tender Offer, we may redeem or repurchase such 2022 Notes from time to time depending on market conditions, but are not obligated to do so.

Certain of the Initial Purchasers or their affiliates are holders of our 2022 Notes and, accordingly, may receive a portion of the proceeds of this offering in connection with the Tender Offer described in "Summary—Recent Developments—Concurrent Tender Offer."

CAPITALIZATION

The following table sets forth our cash and cash equivalents and total capitalization as of April 2, 2017:

- on an actual basis; and
- as adjusted to give effect to this offering and the application of the net proceeds therefrom to fund the Tender Offer, assuming all of our existing 2022 Notes are tendered and purchased in the Tender Offer, in the manner described under "Use of Proceeds."

This table should be read together with our historical financial statements incorporated by reference in this offering memorandum.

	April 2, 2017	
	Actual	As adjusted(1)
	(in thousands)	
Cash and cash equivalents	$ 815,924	$ 515,584
Debt:		
Revolving credit agreement due 2022(2)	$ —	$ —
Senior subordinated notes:		
9.25% Senior subordinated notes due 2019(3)	5,221	5,221
5.50% Senior subordinated notes due 2022	700,000	—(4)
5.50% Senior subordinated notes due 2023(5)	543,981	543,981
5.25% Senior subordinated notes due 2024	200,000	200,000
4.125% Senior subordinated notes due 2026(5)	215,120	215,120
Notes offered hereby(5)(6)	—	430,240
Total senior subordinated notes	1,664,322	1,394,562
Total gross debt	$1,664,322	$1,394,562
Less unamortized debt issuance costs	(22,393)	(22,538)(7)
Total debt	$1,641,929	$1,372,024
Total stockholders' equity	$1,466,121	$1,466,121
Total capitalization	$3,108,050	$2,838,145

(1) Reflects use of net proceeds of this offering calculated in dollars based on the exchange rate as of April 2, 2017 of 1.0756 dollars per Euro.

(2) On May 16, 2017, we and certain of our U.S. and non-U.S. subsidiaries entered into our revolving credit agreement which provides a $400.0 million multi-currency asset-based revolving credit facility. As of June 27, 2017, we had no borrowings outstanding under our revolving credit agreement. As of June 27, 2017, our total borrowing base was $300.7 million on a combined basis. See "Summary—Recent Developments—Revolving Credit Agreement."

(3) On June 15, 2017, we redeemed the outstanding 2019 Notes at par using cash on hand.

(4) Assumes that all of the 2022 Notes are tendered by July 5, 2017 and purchased in the Tender Offer for an aggregate purchase price of $723.1 million, excluding accrued and unpaid interest for such notes as of July 6, 2017. However, this offering is not conditioned upon the consummation of the Tender Offer at any minimum level of acceptance. To the extent there are remaining net proceeds following the purchase of any 2022 Notes tendered for purchase in the Tender Offer or the Tender Offer is not consummated, any such remaining net proceeds will be used for general corporate purposes. To the extent we purchase less than all of the 2022 Notes in the Tender Offer, we may redeem or repurchase such securities from time to time depending on market conditions, but are not obligated to do so.

(5) Principal amounts of the 2026 Notes, the 2023 Notes and the notes offered hereby are shown in dollars based on the exchange rate as of April 2, 2017.

(6) Represents the aggregate principal amount of the notes offered hereby.

(7) Reflects the write-off of approximately $7.3 million of issuance costs related to the 2022 Notes, based on the assumptions included in footnote (4), and capitalized issuance costs of the notes offered hereby.

DESCRIPTION OF OTHER INDEBTEDNESS

Revolving Credit Agreement Due 2022

On May 16, 2017, we entered into our revolving credit agreement that provides a $400.0 million multi-currency asset-based revolving credit facility. Subject to borrowing base availability, the entirety of the commitments are available to us, with $160 million of the commitments available to the foreign borrowers. The revolving credit agreement is secured by substantially all of our and certain of our United States, Canada, Germany and Netherlands subsidiaries' assets. As of June 27, 2017, our total borrowing base was $300.7 million on a combined basis. The revolving credit agreement matures in May 2022. Interest on outstanding borrowings is variable, based upon LIBOR or other similar indices in foreign jurisdictions, plus a spread that ranges from 1.25%—1.75%, depending upon our leverage position. Outstanding borrowings in the U.S. and Canada may also, at our election, be priced on a base rate plus a spread that ranges from 0.25%—0.75%, depending on our leverage position. We pay a commitment fee on the total commitments of 0.250%. In the event that we borrow more than 90% of our combined borrowing base or our borrowing base availability is less than $30.0 million, we are subject to a fixed charge coverage ratio covenant of 1.0 to 1.0.

Senior Subordinated Notes

The 2022 Notes

On August 27, 2012, we issued $700.0 million aggregate principal amount of 5.5% Senior Subordinated Notes due 2022 (the "2022 Notes"). Interest on the 2022 Notes is payable semiannually on March 1 and September 1 of each year. Beginning on September 1, 2017, we may redeem some or all of the 2022 Notes at redemption prices beginning at 102.75% and decreasing to par on September 1, 2020, together with any accrued and unpaid interest to the date of redemption. Prior to September 1, 2017, we may redeem some or all of the 2022 Notes at the "make-whole" redemption price together with any accrued and unpaid interest. We may be required to offer to repurchase the 2022 Notes at a purchase price of 101% of the principal amount, plus accrued and unpaid interest, if any, to the redemption date, in the event of a change of control as defined by the indenture governing the 2022 Notes.

On June 27, 2017, we commenced a tender offer for any and all of our outstanding 2022 Notes. For further information, see "Summary—Recent Developments—Concurrent Tender Offer."

The 2023 Notes

On March 21, 2013, we issued €300.0 million ($388.2 million at issuance) aggregate principal amount of 5.5% senior subordinated notes due 2023 (the "2023 Notes"). On November 20, 2014, we issued an additional €200.0 million ($247.5 million at issuance) aggregate principal amount of the 2023 Notes. The carrying value of the 2023 Notes as of April 2, 2017 was $544.0 million. Interest on the 2023 Notes is payable semiannually on April 15 and October 15 of each year. Beginning on April 15, 2018, we may redeem some or all of the 2023 Notes at redemption prices beginning at 102.750% and decreasing to par on April 15, 2021, together with any accrued and unpaid interest to the date of redemption. Prior to April 15, 2018, we may redeem some or all of the 2023 Notes at the "make-whole" redemption price together with any accrued and unpaid interest. We may be required to offer to repurchase the 2023 Notes at a purchase price of 101% of the principal amount, plus accrued and unpaid interest, if any, to the redemption date, in the event of a change of control as defined by the indenture governing the 2023 Notes.

The 2024 Notes

On June 24, 2014, we issued $200.0 million aggregate principal amount of 5.25% Senior Subordinated Notes due 2024 (the "2024 Notes"). Interest on the 2024 Notes is payable semiannually on January 15 and July 15 of each year. Beginning on July 15, 2019, we may redeem some or all of the 2024 Notes at redemption prices beginning at 102.625% and decreasing to par on July 15, 2022, together with any accrued and unpaid interest to the date of redemption. Prior to July 15, 2019, we may redeem some or all of the 2024 Notes at the "make-whole" redemption price together with any accrued and unpaid interest. In addition, at any time prior to July 15, 2017, we may redeem up to 35% of the aggregate principal amount of the 2024 Notes at the redemption price of 105.25% together with any accrued and unpaid interest with the net proceeds of a public or private equity offering. We may be required to offer to repurchase the 2024 Notes at a purchase price of 101% of the principal amount, plus accrued and unpaid interest, if any, to the redemption date, in the event of a change of control as defined by the indenture governing the 2024 Notes.

The 2026 Notes

On October 4, 2016, we issued €200.0 million ($222.2 million at issuance) aggregate principal amount of 4.125% senior subordinated notes due 2026 (the "2026 Notes"). The carrying value of the 2026 Notes as of April 2, 2017 was $215.1 million. Interest on the 2026 Notes is payable semiannually on April 15 and October 15 of each year. Beginning on October 15, 2021, we may redeem some or all of the 2016 Notes at specified redemption prices plus any accrued and unpaid interest to the date of redemption. Prior to October 15, 2021, we may redeem some or all of the 2026 Notes at a price equal to 100% of the principal amount of the notes redeemed, plus accrued and unpaid interest, in addition to a specified applicable premium. At any time before October 15, 2019, we may redeem up to 35% of the aggregate principal amount of the 2026 Notes at a redemption price of 104.125% of the principal amount, plus accrued and unpaid interest to the date of redemption, with the proceeds of certain equity offering.

Guarantees; Restrictive Covenants

The 2022 Notes, 2023 Notes, 2024 Notes and 2026 Notes are guaranteed on a senior subordinated basis by our current and future domestic subsidiaries that guarantee our indebtedness under our revolving credit facility.

The indentures governing the 2022 Notes, 2023 Notes, 2024 Notes and 2026 Notes contain covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to:

- incur additional debt;
- pay dividends or make other distributions on, redeem or repurchase capital stock, or make investments or other restricted payments;
- enter into transactions with affiliates;
- dispose of assets or issue stock of restricted subsidiaries;
- create liens on assets; or
- effect a consolidation or merger or sell all, or substantially all, of our assets.

These covenants are subject to a number of important exceptions and qualifications.

DESCRIPTION OF NOTES

General

The notes offered pursuant to this offering memorandum (the "Notes") will be issued pursuant to an Indenture (the "Indenture"), among the Company, the Guarantors, and Deutsche Trustee Company Limited, as trustee (the "Trustee"). The following summary of the material provisions of the Indenture does not purport to be complete and is qualified in its entirety by reference to the Indenture, including the definitions therein of certain terms used below. We urge you to read the Indenture because it, and not this description, defines your rights as Holders. The definitions of certain terms used in the following summary are set forth below under "—Certain Definitions." For purposes of this summary, (i) the term "Company" refers only to Belden Inc. and not to any of its subsidiaries and (ii) the terms "we," "our" and "us" refer to the Company and its consolidated Subsidiaries.

Brief Description of Notes

The Notes will be

- general unsecured obligations of the Company;
- subordinated in right of payment to the prior repayment in full in cash of all existing and future Senior Debt; and
- *pari passu* in right of payment with all existing and future senior subordinated Indebtedness of the Company, including the Company's 4.125% Senior Subordinated Notes due 2026, 5.25% Senior Subordinated Notes due 2024, 5.5% Senior Subordinated Notes due 2023 and 5.5% Senior Subordinated Notes due 2022 (the "Existing Subordinated Notes").

As of April 2, 2017, after giving effect to this offering and the use of proceeds therefrom, assuming all of our existing 2022 Notes are tendered and purchased in the Tender Offer, we would have had approximately $1,394.6 million of debt outstanding, and we would have had available to borrow approximately $269.4 million under our revolving credit agreement, net of outstanding letters of credit. The Indenture permits the incurrence of substantial additional indebtedness by the Company and its subsidiaries, under the Credit Agreement or otherwise, in the future. See "Risk Factors—Risks Related to the Notes—Despite current indebtedness levels, we and our subsidiaries may still be able to incur substantially more debt. This could further exacerbate the risks associated with our substantial leverage."

Guarantees

The Notes will be guaranteed by each existing and future Domestic Restricted Subsidiary of the Company that guarantees Indebtedness of the Company under the Credit Agreement. The Guarantors will jointly and severally guarantee on a senior subordinated basis the Company's obligations under the Indenture and Notes. Each Note Guarantee will rank as a general unsecured senior subordinated obligation of such Guarantor. The obligations of each Guarantor under its Note Guarantee will be limited as necessary to prevent the Note Guarantee from constituting a fraudulent conveyance or fraudulent transfer under applicable law. Each Note Guarantee will be

- a general unsecured obligation of the applicable Guarantor;

- subordinated in right of payment to the prior repayment in full in cash of all existing and future Senior Debt of such Guarantor; and
- *pari passu* in right of payment with all existing and future senior subordinated Indebtedness of such Guarantor, including such Guarantor's Guarantee of the Existing Subordinated Notes.

Each Guarantor may consolidate with or merge into or sell its assets to the Company or another Guarantor that is a Restricted Subsidiary of the Company without limitation, or with other Persons upon the terms and conditions set forth in the Indenture. See "—Certain Covenants—Merger, Consolidation, or Sale of Assets." A Guarantor will be released from its Note Guarantee without any action required on the part of the Trustee or any Holder:

(1) if all or substantially all of the assets of such Guarantor are sold or otherwise disposed of (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) the Company or any of its Restricted Subsidiaries and such transaction does not violate the covenant described below under the caption "—Repurchase at the Option of Holders—Asset Sales";

(2) if we designate such Guarantor as an Unrestricted Subsidiary in accordance with the covenant described below under the caption "—Certain Covenants—Restricted Payments";

(3) if we consummate a transaction not prohibited by the Indenture following which such Guarantor is no longer a Restricted Subsidiary of the Company;

(4) if such Guarantor no longer guarantees Indebtedness of the Company under the Credit Agreement, unless an Event of Default has occurred and is continuing; or

(5) if we exercise our legal defeasance option or our covenant defeasance option as described below under the caption "—Legal Defeasance and Covenant Defeasance."

At our request and expense, the Trustee will execute and deliver any instrument evidencing such release. A Guarantor may also be released from its obligations under its Note Guarantee in connection with a permitted amendment. See "—Amendment, Supplement and Waiver."

As of the date of the Indenture, all of the Company's Subsidiaries will be "Restricted Subsidiaries." Under certain circumstances, the Company will be able to designate Subsidiaries as Unrestricted Subsidiaries. Unrestricted Subsidiaries are not subject to many of the restrictive covenants set forth in the Indenture and do not guarantee the Notes.

The Company's Unrestricted Subsidiaries, Foreign Subsidiaries or other Restricted Subsidiaries that do not guarantee Indebtedness of the Company under the Credit Agreement will not guarantee the Notes. Claims of creditors of non-guarantor Subsidiaries, including trade creditors, secured creditors and creditors holding debt and guarantees issued by those Subsidiaries, and claims of preferred stockholders (if any) of those subsidiaries generally will have priority with respect to the assets and earnings of those subsidiaries over the claims of creditors of the Company, including Holders of the Notes. See "Risk Factors—Risks Related to the Notes—The notes will be structurally junior to indebtedness and other liabilities of our non-guarantor subsidiaries."

Principal, Maturity and Interest

An aggregate principal amount of Notes equal to €400.0 million is being issued in this offering. The Notes will mature on , 2027. Interest on the Notes will accrue at the rate

of % per annum and will be payable semi-annually in arrears on and , commencing on , 2018, to Holders of record on the immediately preceding and . An unlimited amount of additional Notes may be issued from time to time after the Issue Date, subject to the provisions of the Indenture described below under the caption "—Certain Covenants—Incurrence of Indebtedness." The Notes and any additional Notes subsequently issued under the Indenture will be treated as a single class for all purposes under the Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of original issuance. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. The Notes will be issued in registered form in denominations of €100,000 and integral multiples of €1,000 in excess thereof. Only registered holders of the Notes will be treated as Holders for purposes of the Indenture.

Listing of the Notes

The Company has applied through an Irish listing agent for the Notes to be admitted to the Official List of the Irish Stock Exchange and to admit the Notes for trading on the Global Exchange Market of that exchange. There can be no assurance that the application to list the Notes will be approved, and placement of the Notes is not conditioned on obtaining this listing.

Paying Agent and Registrar for the Notes

The Company will maintain one or more paying agents (each a "Paying Agent") for the Notes. Principal, premium, if any, and interest on the Notes will be payable at the office or agency of the Paying Agent or, at the option of the Company, payment of interest may be made by check mailed to the Holders of the Notes at their respective addresses set forth in the register of Holders of Notes. The initial Paying Agent will be Deutsche Bank AG, London Branch, in London.

The Company will also maintain a registrar (the "Registrar") and one or more transfer agents (each, a "Transfer Agent"). The initial Registrar and Transfer Agent will be Deutsche Bank Luxembourg S.A. The Registrar and the Transfer Agent will maintain a register reflecting ownership of definitive registered Notes outstanding from time to time and will make payments on and facilitate transfers of definitive registered Notes on behalf of the Company.

The Company may change the Paying Agent, the Registrar or the Transfer Agent without prior notice to the Holders and the Company or one of its Restricted Subsidiaries may act as Paying Agent, Registrar or Transfer Agent.

So long as the Notes are listed on the Official List of the Irish Stock Exchange and the rules of the Irish Stock Exchange so require, the Company will maintain a Paying Agent, Registrar and Transfer Agent in Ireland. If the Notes are listed on any other securities exchange, the Company will satisfy any requirement of such securities exchange as to Paying Agents, Registrars and Transfer Agents. So long as the Notes are listed on the Official List of the Irish Stock Exchange and the rules of such exchange so require, the Company will publish a notice of any change of Paying Agent, Registrar or Transfer Agent in a newspaper having a general circulation in Ireland (currently expected to be *The Irish Times*) or, to the extent and in the manner permitted by such rules, posted on the website of the Irish Stock Exchange at *http://www.ise.ie* or otherwise in accordance with the requirements of the rules of the Irish Stock Exchange.

Subordination

The payment of principal, interest and premium, if any, on the Notes and the Guarantees will be subordinated to the prior payment in full in cash of all Senior Debt, including Senior Debt incurred after the date of the Indenture.

The holders of Senior Debt will be entitled to receive payment in full in cash of all Obligations due in respect of Senior Debt (including interest after the commencement of any bankruptcy proceeding at the rate specified in the applicable Senior Debt, whether or not such interest is allowed in such proceeding) before the Holders of Notes will be entitled to receive any payment with respect to the Notes and the Guarantees (except that Holders of Notes may receive and retain Permitted Junior Securities and payments made from either of the trusts described under "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge"), in the event of any distribution to creditors of the Company or any of the Guarantors:

(1) in a liquidation or dissolution of the Company or any of the Guarantors;

(2) in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or any of the Guarantors or their respective property;

(3) in an assignment for the benefit of creditors of the Company or any of the Guarantors; or

(4) in any marshaling of the Company's or any of the Guarantors' assets and liabilities.

Neither the Company nor or any Guarantor also may make any payment in respect of the Notes (except in Permitted Junior Securities or from the trusts described under "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge") if:

(1) a payment default on any Senior Debt occurs and is continuing beyond any applicable grace period; or

(2) any other default occurs and is continuing on any series of Designated Senior Debt that permits holders of that series of Designated Senior Debt to accelerate its maturity and the Trustee receives a notice of such default (a "Payment Blockage Notice") from (i) with respect to Designated Senior Debt arising under the Credit Agreement, the administrative agent thereunder, or (ii) with respect to any other Designated Senior Debt, the Representative of such Designated Senior Debt.

Payments on the Notes may and will be resumed:

(1) in the case of a payment default, upon the date on which such default is cured or waived; and

(2) in the case of a nonpayment default, upon the earlier of (i) the date on which such nonpayment default is cured or waived or, (ii) 179 days after the date on which the applicable Payment Blockage Notice is received and (iii) the date the Trustee receives notice from the Representative for such Designated Senior Debt rescinding the Payment Blockage Notice, unless the maturity of any Designated Senior Debt has been accelerated.

No new Payment Blockage Notice may be delivered unless and until 360 days have elapsed since the delivery of the immediately prior Payment Blockage Notice irrespective of the number of defaults with respect to Designated Senior Debt during such period.

No nonpayment default that existed or was continuing on the date of delivery of any Payment Blockage Notice to the Trustee will be, or be made, the basis for a subsequent Payment Blockage Notice unless such default has been cured or waived for a period of not less than 90 days.

If the Trustee or any Holder of the Notes receives a payment in respect of the Notes (except in Permitted Junior Securities or from the trusts described under "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge") when:

(1) the payment is prohibited by these subordination provisions; and

(2) the Trustee has received written notice from the Company or the holders of Senior Debt at least three Business Days before the payment date or the Holder has actual knowledge that the payment is prohibited, the Trustee or the Holder, as the case may be, will hold the payment in trust for the benefit of the holders of Senior Debt. Upon the proper written request of the holders of Senior Debt, the Trustee or the Holder, as the case may be, will deliver the amounts in trust to the holders of Senior Debt or their proper representative.

The Company must promptly notify holders of Designated Senior Debt if payment on the Notes is accelerated because of an Event of Default.

As a result of the subordination provisions described above, in the event of a bankruptcy, liquidation or reorganization of the Company or any Guarantor, Holders of Notes may recover less ratably than creditors of the Company or any of the Guarantors who are holders of Senior Debt. As a result of the obligation to deliver amounts received in trust to holders of Senior Debt, Holders of Notes may recover less ratably than trade creditors of the Company or any of the Guarantors. See "Risk Factors—Risks Related to the Notes—Your right to receive payments on the notes and the guarantees will be junior to the rights of lenders under our revolving credit facility and to all of our and the guarantors' other senior indebtedness, including any of our or the guarantors' future senior debt."

Optional Redemption

The Notes will be redeemable, in whole or in part on any one or more occasions, at the option of the Company, at any time prior to , 2022, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest to, the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date.

The Notes will be redeemable, in whole or in part on any one or more occasions, at the option of the Company, on or after , 2022, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest thereon to the applicable redemption date, if redeemed during the twelve-month period beginning on of the years indicated below:

Year	Percentage
2022	%
2023	%
2024	%
2025 and thereafter	100.000%

Notwithstanding the foregoing, at any time on or prior to , 2020, the Company may on any one or more occasions redeem Notes with the net cash proceeds of one or more Equity Offerings, at % of the principal amount thereof, plus accrued and unpaid interest thereon to the redemption date, *provided* that at least 65% of the principal amount of Notes originally issued on the Issue Date remains outstanding immediately following such redemption (excluding Notes held by the Company or any of its Subsidiaries); and *provided, further*, that such redemption shall occur within 120 days of the date of the closing of any such Equity Offering.

Selection and Notice

If less than all of the Notes are to be redeemed at any time, selection of Notes for redemption will be made by the Trustee (or the Registrar, as applicable) in compliance with the requirements of the relevant clearing systems and the principal securities exchange, if any, on which the Notes are listed, including by pool factor, or, if the Notes are not so listed or there are no such requirements, on a pro rata basis, by lot or by such method as the Trustee shall deem fair and appropriate; *provided* that no definitive Notes of €100,000 or less shall be redeemed in part. Notices of redemption shall be mailed by first class mail at least 30 but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at its registered address. Notices of redemption may be subject to conditions specified in the notice. If any Note is to be redeemed in part only, the notice of redemption that relates to such Note shall state the portion of the principal amount thereof to be redeemed. A new Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of the original Note. Notes called for redemption become due on the date fixed for redemption, subject to satisfaction of any conditions to such redemption specified in the notice of redemption. On and after the redemption date, interest ceases to accrue on Notes or portions of them called for redemption.

For Notes which are represented by global certificates held on behalf of Euroclear or Clearstream, notices may be given by delivery of the relevant notices to Euroclear and Clearstream, as applicable, for communication to entitled account holders in substitution of any mailing. So long as any Notes are listed on the Irish Stock Exchange or any other securities exchange and admitted for trading on the Global Exchange Market of the Irish Stock Exchange, and to the extent required by the Irish Stock Exchange or such other securities exchange, the Company will provide a copy of all notices to the Irish Stock Exchange or such other securities exchange, as applicable, and will publish such notices in a newspaper having general circulation in Ireland (which is expected to be *The Irish Times*). In addition, from the date of the listing particulars relating to the listing of the Notes on the Irish Stock Exchange, copies of the following documents will be available for inspection during usual business hours at the specified office of the Listing Agent: (a) the Indenture (including the form of Notes); (b) the organizational documents of the Company and each of the Guarantors and (c) any documents furnished to the Trustee under the covenant described under the heading "—Certain Covenants—Reports."

Mandatory Redemption

The Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes.

Repurchase at the Option of Holders

Change of Control. Upon the occurrence of a Change of Control, each Holder of Notes will have the right to require the Company to repurchase all or any part (equal to €1,000 or an integral multiple of €1,000 in excess thereof; *provided* that no Note of less than €100,000 shall be purchased in part) of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer") at an offer price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon, if any, to the date of purchase (the "Change of Control Payment"). Within 30 days following any Change of Control, the Company will (i) mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase Notes on the date specified in such notice, which date shall be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the "Change of Control Payment Date"), pursuant to the procedures required by the Indenture and described in such notice and (ii) if at the time of such notice the Notes are listed on the Irish Stock Exchange and the rules of the Irish Stock Exchange so require, cause a notice of the Change of Control Offer to be published in *The Irish Times* (or another leading newspaper of general circulation in Ireland). The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder or under the laws of Ireland to the extent such laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Indenture by virtue of such compliance.

On the Change of Control Payment Date, the Company will, to the extent lawful, (i) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer, (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered and (iii) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Company. The Paying Agent will promptly mail to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each such new Note will be in a principal amount of €100,000 or an integral multiple of €1,000 in excess thereof. The Company will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

If at the time of any such Change of Control, the Notes are listed on the Irish Stock Exchange or any other securities exchange, to the extent required by the Irish Stock Exchange or such other securities exchange, the Company will notify the Irish Stock Exchange or such other securities exchange, as applicable, that a Change of Control has occurred and any relevant details relating to such Change of Control.

The Credit Agreement limits the Company from purchasing Notes, and also provides that the occurrence of certain change of control events would constitute a default. Prior to complying with any of the provisions of this "Change of Control" covenant under the Indenture governing the Notes, but in any event within 90 days following a Change of Control, to the extent required to permit the Company to comply with this covenant, the Company will either repay all outstanding Indebtedness under the Credit Agreement or other Indebtedness ranking senior to or *pari passu* with the Notes or obtain the requisite consents, if any, under all agreements governing such outstanding Indebtedness.

If a Change of Control Offer is made, there can be no assurance that the Company will have available funds sufficient to make the Change of Control payment for all the Notes that might be delivered by Holders seeking to accept the Change of Control Offer. The Credit Agreement contains, and any future agreements relating to other indebtedness to which the Company becomes a party may contain, restrictions or prohibitions on the Company's ability to repurchase Notes or may provide that an occurrence of a Change of Control constitutes an event of default under, or otherwise requires payments of amounts borrowed under, those agreements. If a Change of Control occurs at a time when the Company is prohibited from repurchasing the Notes, the Company could seek the consent of its then lenders to repurchase the Notes or could attempt to repay or refinance the Indebtedness containing such prohibitions. If the Company does not obtain such consent or repay the applicable Indebtedness, it would remain prohibited from repurchasing the Notes. In that case, failure to repurchase tendered Notes would constitute an Event of Default under the Indenture and may constitute a default under the terms of the Credit Agreement or other Indebtedness that the Company may enter into from time to time.

The Company will not be required to make a Change of Control Offer upon a Change of Control if (i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer, (ii) notice of redemption has been given pursuant to the Indenture as described above under the caption "—Optional Redemption" in respect of all Notes then outstanding unless and until there is a default in payment of the applicable redemption price, or (iii) if, in connection with or in contemplation of any Change of Control, it or a third party has made an offer to purchase (an "Alternate Offer") any and all Notes validly tendered at a cash price equal to or higher than the Change of Control Payment and has purchased all Notes properly tendered and not withdrawn in accordance with the terms of such Alternate Offer. A Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making the Change of Control Offer. Notes repurchased pursuant to a Change of Control Offer will be retired and cancelled.

If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any other Person making a Change of Control Offer in lieu of the Company as described above, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all Notes that remain outstanding following such purchase at a redemption price in cash equal to the applicable Change of Control Payment plus, to the extent not included in the Change of Control Payment, accrued and unpaid interest, if any, to the date of redemption (subject to the right of Holders of record on the relevant record date to receive interest due on an interest payment date that is on or prior to the date of purchase).

"Change of Control" means the occurrence of any of the following:

(1) any sale, lease, transfer, conveyance or other disposition (other than a Lien permitted by the Indenture and other than by way of consolidation or merger), in one transaction or a series of related transactions, of all or substantially all of the assets of the Company and its Restricted Subsidiaries, taken as a whole, to any Person or group of related Persons within the meaning of Section 13(d) of the Exchange Act (a "Group"), (other than any Restricted Subsidiary of the Company) (whether or not otherwise in compliance with the provisions of the Indenture);

(2) the approval by the holders of Capital Interests of the Company of any plan or proposal for the liquidation or dissolution of the Company (whether or not otherwise in compliance with the provisions of the Indenture); or

(3) the Company becomes aware (whether by any report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) that any Person or Group shall become the owner, directly or indirectly, beneficially or of record, of shares representing 50% or more of the aggregate ordinary voting power represented by the issued and outstanding Capital Interests of the Company, other than any merger or consolidation as a result of which the holders of a majority of the Company's Voting Stock (measured by voting power rather than number of shares) immediately prior to such transaction continue to own at least a majority of the Voting Stock (measured by voting power rather than number of shares) of the Person surviving or resulting from such transaction or any parent thereof.

The definition of "Change of Control" includes a phrase relating to the sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the assets of the Company and its Restricted Subsidiaries taken as a whole. Although there is a developing body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a Holder of Notes to require the Company to repurchase such Notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of the Company and its Subsidiaries taken as a whole to another Person or group may be uncertain.

Asset sales. The Indenture provides that the Company will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) the Company (or the Restricted Subsidiary, as the case may be) receives consideration at the time of such Asset Sale at least equal to the fair market value (as determined in good faith by the Board of Directors (or, in the event of Asset Sales for consideration of less than $50.0 million, by an officer of the Company)) of the assets or Equity Interests issued or sold or otherwise disposed of (such fair market value to be determined on the date of contractually agreeing to such Asset Sale); and

(2) at least 75% of the consideration received by the Company or such Restricted Subsidiary from such Asset Sale and all other Asset Sales since August 27, 2012 on a cumulative basis is in the form of cash, Cash Equivalents, assets or Capital Interests described in clauses (2) or (3) of the next succeeding paragraph or a combination thereof; provided that the amount of:

   (a) any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet or in the footnotes thereto) of the Company or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the Notes, that are assumed by the transferee of any such assets and for which the Company and all of its Restricted Subsidiaries have been validly released by all creditors in writing,

   (b) securities or other obligations received by the Company or such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash (to the extent of cash received) within 180 days following the closing of such Asset Sale, and

   (c) any Designated Non-cash Consideration received by the Company or such Restricted Subsidiary in such Asset Sale having an aggregate fair market value, taken together with all other Designated Non-cash Consideration received pursuant

to this clause (c) since the Issue Date and not yet converted to cash or Cash Equivalents, not to exceed 5.0% of Consolidated Total Assets at the time of the receipt of such Designated Non-cash Consideration, with the fair market value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value,

shall each be deemed to be cash or Cash Equivalents for purposes of this clause (2) and for no other purpose.

Within 450 days after the receipt of any Net Proceeds from an Asset Sale, the Company or any of its Restricted Subsidiaries may apply such Net Proceeds:

(1) to repay any Indebtedness (other than Indebtedness of the Company or a Guarantor that is contractually subordinated to the Notes or the Guarantees);

(2) to acquire a majority of the assets of, or a majority of the voting Capital Interests of, another Person (or division or business unit thereof); and/or

(3) to make capital expenditures or to acquire other tangible long-term assets, provided that, prior to the application of the Net Proceeds from the Asset Sale in accordance with this paragraph, the Company shall be entitled, within 180 days from the date of the Asset Sale, to apply such Net Proceeds towards the redemption of Equity Interests of the Company in an amount not to exceed the limitation set forth in clause (9) of the third paragraph under "—Certain Covenants—Restricted Payments."

Pending the final application of any such Net Proceeds, the Company may temporarily reduce revolving credit borrowings or otherwise invest such Net Proceeds in any manner that is not prohibited by the Indenture. Any Net Proceeds from Asset Sales that are not applied or invested as provided in the first sentence of this paragraph will be deemed to constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds $50.0 million, the Company will be required to make an offer to all Holders of Notes and all holders of other Indebtedness that is *pari passu* with the Notes containing provisions similar to those set forth in the Indenture with respect to offers to purchase or redeem with the proceeds of sales of assets (an "Asset Sale Offer") to purchase the maximum principal amount of Notes and such other indebtedness that may be purchased out of the Excess Proceeds, at an offer price in cash in an amount equal to 100% of the principal amount thereof plus accrued and unpaid interest to the date of purchase, in accordance with the procedures set forth in the Indenture and such other indebtedness. To the extent that any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use such Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes surrendered by Holders thereof and other *pari passu* Indebtedness described above tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the respective aggregate amount of the Notes and such other Indebtedness to be purchased shall be determined on a pro rata basis, and the Trustee shall select the Notes to be purchased in such aggregate amount on a pro rata basis. Upon completion of such offer to purchase, the amount of Excess Proceeds shall be reset at zero.

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

Certain Covenants

Set forth below are summaries of certain covenants contained in the Indenture. During any period of time that (i) the Notes have Investment Grade Ratings from both Rating Agencies and (ii) no Default has occurred and is continuing under the Indenture (the occurrence of the events described in the foregoing clauses (i) and (ii) being collectively referred to as a "Covenant Suspension Event") then, the covenants specifically listed below will not be applicable to the Notes (collectively, the "Suspended Covenants"):

(1) "—Repurchase at the Option of Holders—Asset Sales";

(2) "—Restricted Payments";

(3) "—Incurrence of Indebtedness";

(4) "—Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries";

(5) clause (4) of the first paragraph of "—Merger, Consolidation, or Sale of Assets"; and

(6) "—Transactions with Affiliates."

During any period that the foregoing covenants have been suspended, the Company may not designate any of its Subsidiaries as Unrestricted Subsidiaries.

If and while the Company and its Restricted Subsidiaries are not subject to the Suspended Covenants, the Notes will be entitled to substantially less covenant protection. In the event that the Company and its Restricted Subsidiaries are not subject to the Suspended Covenants under the Indenture for any period of time as a result of the foregoing, and on any subsequent date one or both of the Rating Agencies withdraw their Investment Grade Rating or downgrade the rating assigned to the Notes below an Investment Grade Rating (a "Reversion Date"), then the Company and its Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants under the Indenture with respect to future events; it being understood that no actions taken by (or omissions of) the Company or any of its Restricted Subsidiaries during the suspension period shall constitute a Default or an Event of Default under the Suspended Covenants. Furthermore, after the time of reinstatement of the Suspended Covenants upon such withdrawal or downgrade, calculations with respect to Restricted Payments will be made in accordance with the terms of the covenant described below under "—Certain Covenants—Restricted Payments" as though such covenant had been in effect during the entire period of time from the Issue Date. In addition, (i) Indebtedness incurred while the Company and its Restricted Subsidiaries are not subject to the Suspended Covenants will be deemed to have been incurred pursuant to the first paragraph of the covenant "Incurrence of Indebtedness" and (ii) Restricted Payments made while the Company and its Restricted Subsidiaries are not subject to the Suspended Covenants will be deemed to have been made pursuant to the sum of clauses (c)(i)-(v) of the covenant "Restricted Payments." There can be no assurance that the Notes will ever achieve or maintain Investment Grade Ratings.

The Company shall deliver an Officer's Certificate to the Trustee specifying (i) if a Covenant Suspension Event has occurred, (ii) if a Reversion Date has occurred and (iii) the dates of commencement or ending of any Suspension Period. The Trustee shall not have any duty to monitor whether or not a Covenant Suspension Event or Reversion Date has occurred or if a Suspension Period has commenced or ended, nor any duty to notify the Holders of any of the foregoing.

Restricted Payments. The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of the Company's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Company's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than (i) dividends or distributions accrued or payable in Equity Interests (other than Disqualified Interests) of the Company or (ii) dividends or distributions to the Company or a Restricted Subsidiary of the Company);

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Company) any Equity Interests of the Company or any direct or indirect parent of the Company (other than any such Equity Interests owned by the Company or any Restricted Subsidiary of the Company);

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness that is subordinated to the Notes or any Note Guarantee (other than Indebtedness permitted under clause (6) of the definition of "Permitted Debt") except (i) a payment of interest or principal at Stated Maturity or (ii) the purchase, repurchase or other acquisition of any such Indebtedness in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case, due within one year of the date of such purchase, repurchase or other acquisition; or

(4) make any Restricted Investment

(all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as "Restricted Payments"), unless, at the time of and after giving effect to such Restricted Payment:

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

(b) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under caption "—Incurrence of Indebtedness;" and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries after August 27, 2012 (excluding Restricted Payments permitted by clauses (1) (provided that at the time of declaring such dividend, such dividend was counted as a Restricted Payment) (2), (3), (4), (5), (6), (7), (8), (9), (10), (11), (12), (13), (14) and (15) of the second succeeding paragraph), is less than the sum, without duplication, of

(i) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) from April 2, 2012 to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit), plus

(ii) 100% of the aggregate net proceeds, including the fair market value of any property or Capital Interests, received by the Company since August 27, 2012 as a contribution to its equity capital or from the issue or sale of Equity Interests of the Company (other than Disqualified Interests) or from the issue or sale of Disqualified Interests or debt securities of the Company that have been converted into such Equity Interests (other than Equity Interests (or Disqualified Interests or convertible debt securities) sold to a Subsidiary of the Company), together with the aggregate cash and Cash Equivalents received by the Company or any of its Restricted Subsidiaries at the time of such conversion or exchange plus the amount by which Indebtedness of the Company and its Restricted Subsidiaries is reduced upon the conversion or exchange subsequent to August 27, 2012 of any Indebtedness or Disqualified Interests which are convertible into or exchangeable for Qualified Capital Interests of the Company or any of its Restricted Subsidiaries; plus

(iii) 100% of the amount received, including the fair market value of any property received after August 27, 2012 by means of (i) the sale or other disposition (other than to the Company or a Restricted Subsidiary) of Restricted Investments made by the Company or its Restricted Subsidiaries and repurchases and redemptions of such Restricted Investments from the Company or its Restricted Subsidiaries and repayments of loans or advances which constitute Restricted Investments of the Company or its Restricted Subsidiaries or (ii) the sale (other than to the Company or a Restricted Subsidiary) of the Capital Interests of an Unrestricted Subsidiary or a distribution from an Unrestricted Subsidiary (other than in each case to the extent the Investment in such Unrestricted Subsidiary constituted a Permitted Investment) or a dividend from an Unrestricted Subsidiary, plus

(iv) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger or consolidation of an Unrestricted Subsidiary into the Company or a Restricted Subsidiary or the transfer of assets of an Unrestricted Subsidiary to the Company or a Restricted Subsidiary, the fair market value of the Investment in such Unrestricted Subsidiary, (other than an Unrestricted Subsidiary to the extent the Investment in such Unrestricted Subsidiary constituted a Permitted Investment), plus

(v) $141.0 million.

As of June 23, 2017, the amount available for Restricted Payments under the preceding clause (c) was approximately $1,019.5 million.

The Board of Directors may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if such designation would not cause a Default. For purposes of making such determination, all outstanding Investments by the Company and its Restricted Subsidiaries in the Subsidiary so designated will be deemed to be Restricted Payments or Permitted Investments, in the Company's discretion, at the time of such designation and will reduce the amount available for Restricted Payments or Permitted Investments, as applicable. All such outstanding Investments will be deemed to constitute Investments in an amount equal to the fair market value of such Investments at the time of such designation. Such designation will only be permitted if such Restricted Payments or Permitted Investments would be permitted at such time and if such Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

The foregoing provisions will not prohibit:

(1) the payment of any dividend or other distribution or redemption within 60 days after the date of declaration or call for redemption thereof, if at said date of declaration or call for redemption such payment would have complied with the provisions of the Indenture;

(2) the making of any Restricted Payment in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Company) of, other Equity Interests of the Company (other than any Disqualified Interests) or from a contribution of capital to the Company; provided that the amount of any such net cash proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition shall be excluded from clause (c)(ii) of the second preceding paragraph;

(3) the defeasance, redemption, repurchase, replacement, extension, renewal, refinancing or retirement or other acquisition of subordinated Indebtedness or Disqualified Interests in exchange for or with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness;

(4) the declaration, or payment of any dividend or other distribution by a Subsidiary of the Company to the holders of its common Equity Interests on a pro rata basis;

(5) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Company or any Subsidiary of the Company held by any current or former officer, director, employee, consultant or agent of Company or any of its Restricted Subsidiaries (or Heirs or other permitted transferees thereof) upon death, disability, retirement, severance or termination of employment or service or in connection with a stock option plan or agreement, shareholders agreement, or similar agreement, plan or arrangement, including amendments thereto; *provided* that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests may not exceed:

   (a) $10.0 million in any calendar year, with unused amounts being available to be used in any later calendar year; *provided* that such amount in any calendar year may be increased in an amount not to exceed the net cash proceeds from the sale of Equity Interests (other than Disqualified Interests) of the Company to any officer, director, employee or agent of the Company or any Subsidiary of the Company that occurs after the date of the Indenture, to the extent such net cash proceeds have not otherwise been applied to make Restricted Payments pursuant to clause (c)(ii) of the second preceding paragraph; plus

   (b) the cash proceeds of "key man" life insurance policies received by the Company and its Restricted Subsidiaries after the date of the Indenture that are used for the repurchase, redemption or other acquisition or retirement for value owned by the individual (or such individual's estate) that is the subject of such insurance;

(6) the repurchase of Equity Interests deemed to occur upon the exercise of options, warrants or other convertible securities to the extent such Equity Interests represent a portion of the exercise price of those options, warrants or other convertible securities and cash payments in lieu of the issuance of fractional shares in connection with the exercise of options, warrants, or other convertible securities;

(7) the declaration and payment of regular quarterly dividends on the Company's Equity Interests in accordance with past practice and not to exceed $0.05 per share;

(8) additional Restricted Payments not to exceed $150.0 million after August 27, 2012;

(9) the repurchase of the Company's Equity Interests in an amount not to exceed $50.0 million after August 27, 2012;

(10) distributions or payments of Securitization Fees and purchases of Securitization Assets pursuant to a Securitization Repurchase Obligation in connection with a Qualified Securitization Financing;

(11) any payments made in connection with the consummation of the offering of the Notes hereby on substantially the terms described in this offering memorandum;

(12) payment of intercompany subordinated debt, the incurrence of which was permitted under clause (6) of the second paragraph of the covenant described under "—Incurrence of Indebtedness;"

(13) the purchase of fractional shares by the Company upon conversion of any securities of the Company into Capital Interests of the Company;

(14) the repurchase, redemption or other acquisition or retirement for value of subordinated Indebtedness or Disqualified Interests pursuant to the provisions similar to those described under the captions "Repurchase at the Option of Holders—Change of Control" and "Repurchase at the Option of Holders—Asset Sales;" *provided* that all Notes tendered by Holders of the Notes in connection with the related Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed or acquired for value in full; and

(15) payment of dividends on Disqualified Interests of the Company or a Restricted Subsidiary, the issuance of which is permitted by the Indenture.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Company or such Subsidiary, as the case may be, pursuant to the Restricted Payment. The fair market value of any non-cash Restricted Payment shall be determined by an officer of the Company. In the event that a Restricted Payment meets the criteria of more than one of the exceptions described in (1) through (15) above or is entitled to be made pursuant to the first paragraph of this covenant, the Company may, in its sole discretion, classify, and may later reclassify from time to time, such Restricted Payment or any portion thereof into or among any of such applicable provisions.

Incurrence of Indebtedness. The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt); *provided, however*, that the Company may incur Indebtedness (including Acquired Debt) and any of the Company's Restricted Subsidiaries may incur Indebtedness if, in each case, the Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred would have been at least 2.00 to 1, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom but without giving pro forma effect to any Indebtedness incurred on such date of determination pursuant to the following paragraph), as if the additional Indebtedness had been incurred, as the case may be, at the beginning of such four-quarter period.

The provisions of the first paragraph of this covenant will not apply to the incurrence of any of the following items of Indebtedness (collectively, "Permitted Debt"):

(1) the incurrence by the Company and its Restricted Subsidiaries of Indebtedness and letters of credit (with letters of credit being deemed to have a principal amount equal to

the maximum potential liability of the Company and its Restricted Subsidiaries thereunder) under one or more Credit Facilities in an aggregate amount incurred under this clause (1) not to exceed the greater of (i) $1,100.0 million or (ii) 30% of Consolidated Total Assets;

(2) Indebtedness outstanding on the Issue Date;

(3) the incurrence by the Company and the Guarantors of Indebtedness represented by the Notes and the Note Guarantees issued on the Issue Date;

(4) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case incurred for the purpose of financing all or any of the purchase price or cost of construction, installation, design, repair or improvement of real or personal property, plant or equipment used in the business of the Company or such Restricted Subsidiary (whether through the direct acquisition of such assets or the acquisition of Equity Interests of any Person owning such assets) and in an aggregate principal amount not to exceed the greater of (i) $175.0 million or (ii) 5.0% of Consolidated Total Assets at any time outstanding;

(5) the incurrence by the Company or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to extend, redeem, renew, refund, refinance, defease, discharge, replace or retire for value Indebtedness permitted to be incurred by the Indenture (other than Indebtedness permitted under clause (1));

(6) the incurrence by the Company or any of its Restricted Subsidiaries of intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries; *provided*, *however*, that (A) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Company or a Subsidiary thereof and (B) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Restricted Subsidiary thereof shall be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the incurrence by the Company or any of its Restricted Subsidiaries of Hedging Obligations that are incurred for the purpose of fixing or hedging interest rate risk or, commodity price risk or currency exchange rate risk, and in any such case not for speculative purposes;

(8) the guarantee by the Company or any Restricted Subsidiary of Indebtedness of the Company or a Restricted Subsidiary of the Company that was permitted to be incurred by another provision of this covenant; *provided* that if the Indebtedness being guaranteed is subordinated to the Notes or the Note Guarantees, then the guarantee shall be subordinated to the same extent as the Indebtedness guaranteed;

(9) Indebtedness consisting of Permitted Investments of the kind described in clauses (6) and (11) of the definition of "Permitted Investments;"

(10) Indebtedness (i) consisting of indemnification obligations of the Company or any Restricted Subsidiary or (ii) arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five business days of incurrence;

(11) the incurrence by the Company or any Restricted Subsidiary of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all outstanding Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness incurred pursuant to this clause (11), not to exceed $175.0 million;

(12) the incurrence by any of the Company's Foreign Subsidiaries of Indebtedness in an aggregate principal amount at any time outstanding not to exceed, in the aggregate for all such Foreign Subsidiaries, the greater of (i) $90.0 million and (ii) 2.5% of Consolidated Total Assets;

(13) Indebtedness incurred by a Securitization Subsidiary in a Qualified Securitization Financing that is not recourse to the Company or any of its Restricted Subsidiaries, other than a Securitization Subsidiary (except for Standard Securitization Undertakings);

(14) Indebtedness arising from agreements of the Company or a Restricted Subsidiary of the Company providing for adjustment of purchase price, deferred payment, earn out or similar obligations, in each case, incurred or assumed in connection with the disposition or acquisition of any business or assets of the Company or a Restricted Subsidiary;

(15) Indebtedness in respect of worker's compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance obligations, bankers' acceptances, letters of credit (not supporting Indebtedness for borrowed money), performance, surety, appeal and similar bonds and completion guarantees or similar obligations provided by the Company or a Restricted Subsidiary in the ordinary course of business;

(16) Indebtedness of the Company or any Restricted Subsidiary to the extent the proceeds of such Indebtedness are deposited and used to defease the Notes as described under "—Legal Defeasance and Covenant Defeasance" or "—Satisfaction and Discharge;"

(17) Indebtedness of the Company or any Restricted Subsidiary consisting of the financing of insurance premiums in the ordinary course of business; and

(18) Indebtedness of a Person incurred and outstanding on or prior to the date on which such Person was acquired by the Company or any Restricted Subsidiary of the Company or consolidated or merged with or into the Company or a Restricted Subsidiary of the Company in accordance with the terms of the Indenture; *provided* that such Indebtedness is not incurred in connection with or in contemplation of, or to provide all or any portion of the funds or credit support utilized to consummate, such acquisition or merger; and *provided*, *further*, that after giving pro forma effect to such incurrence of Indebtedness and such acquisition, consolidation or merger (i) the Company would have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the first paragraph of this covenant or (ii) the Fixed Charge Coverage Ratio would be greater than such Fixed Charge Coverage Ratio immediately prior to such acquisition.

For purposes of determining compliance with this covenant, in the event that an item of Indebtedness (or any portion thereof) meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (18) above or is entitled to be incurred pursuant to the first paragraph of this covenant, the Company, in its sole discretion, will be permitted to divide and classify such item of Indebtedness, (or any portion thereof) on the date of incurrence, and at any time and from time to time may later reclassify all or any portion of any item of

Indebtedness as having been incurred pursuant to the first paragraph of this covenant or under any category of Permitted Debt described in clause (1) through (18) above so long as such Indebtedness is permitted to be incurred pursuant to such provision at the time of reclassification. Accrual of interest, accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on Disqualified Interests in the form of additional shares of the same class of Disqualified Interests for purposes of this covenant shall not be deemed an incurrence of Indebtedness or an issuance of Disqualified Interests for purposes of this covenant; provided, in each such case, that the amount is included in Fixed Charges of the Company as accrued.

Any increase in the United States dollar equivalent of outstanding Indebtedness of the Company or any of its Restricted Subsidiaries denominated in a currency other than United States dollars resulting from fluctuations in the exchange values of currencies will not be considered to be an incurrence of Indebtedness for purposes of this covenant. For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. Dollar Equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is Permitted Refinancing Indebtedness incurred to refinance other Indebtedness denominated in a non-U.S. currency, and such refinancing would cause the applicable U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such Permitted Refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced.

Limitation on Senior Subordinated Debt. The Company will not incur any Indebtedness that is contractually subordinate in right of payment to any Senior Debt of the Company unless it is *pari passu* or subordinate in right of payment to the Notes. No Guarantor will incur any Indebtedness that is contractually subordinate in right of payment to the Senior Debt of such Guarantor unless it is *pari passu* or subordinate in right of payment to such Guarantor's Note Guarantee. For purposes of the foregoing, no Indebtedness will be deemed to be subordinated in right of payment to any other Indebtedness of the Company or any Guarantor, as applicable, solely by reason of any Liens or guarantees arising or created in respect of such other Indebtedness of the Company or any Guarantor or by virtue of the fact that the holders of any secured Indebtedness have entered into intercreditor agreements giving one or more of such holders priority over the other holders in the collateral held by them.

Liens. The Company will not, and will not permit any Guarantor to, directly or indirectly, create, incur, assume or suffer to exist any Lien securing Indebtedness on any of their respective assets now owned or hereafter acquired, or any income or profits therefrom, except Permitted Liens, unless contemporaneously therewith

(1) in the case of any Lien securing Indebtedness that ranks *pari passu* with the Notes or a Note Guarantee, effective provision is made to secure the Notes or such Note Guarantee, as the case may be, at least equally and ratably with or prior to such obligation with a Lien on the same collateral; and

(2) in the case of any Lien securing Indebtedness that is subordinated in right of payment to the Notes or a Note Guarantee, effective provision is made to secure the Notes or such Note Guarantee as the case may be, with a Lien on the same collateral that is prior to the Lien securing such subordinated obligation,

in each case, for so long as such Indebtedness is secured by such Lien (such Lien, "Primary Lien").

Any Lien created for the benefit of the Holders of the Notes pursuant to the immediately preceding paragraph shall automatically and unconditionally be released and discharged upon the release and discharge of the Primary Lien, without any further action on the part of any Person.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries. The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) (i) pay dividends or make any other distributions to the Company or any of its Restricted Subsidiaries on its Capital Interests or (ii) pay any Indebtedness owed to the Company or any of its Restricted Subsidiaries;

(2) make loans or advances to the Company or any of its Restricted Subsidiaries; or

(3) transfer any of its properties or assets to the Company or any of its Restricted Subsidiaries.

However, the foregoing restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(a) the Indenture, the Notes or the Note Guarantees;

(b) applicable law, rule, regulation, license, permit, order or similar restriction;

(c) any instrument governing Indebtedness (including Acquired Debt) or Capital Interests of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Interest was incurred or issued in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired, and any amendments, modifications, restatements, renewals, supplements, refundings, replacements or refinancings of any such agreements or instruments (*provided* that the amendments, modifications, restatements, renewals, supplements, refundings, replacements or refinancings are no more restrictive, taken as a whole, than those contained in the agreements governing such original agreement or instrument); *provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the Indenture to be incurred;

(d) non-assignment provisions in leases, contracts, licenses and other agreements entered into in the ordinary course of business;

(e) purchase money obligations for property acquired in the ordinary course of business and Capital Lease Obligations that impose restrictions of the nature described in clause (3) above on the property so acquired;

(f) any agreement for the sale or other disposition of Equity Interests or assets of a Restricted Subsidiary or an agreement entered into for the sale of specified assets that restrict the sale of assets, distributions, loans or transfers by that Restricted Subsidiary pending such sale or other disposition;

(g) Permitted Refinancing Indebtedness, *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are no more materially restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(h) provisions limiting the disposition or distribution of assets or property in joint venture agreements, partnership agreements, limited liability company operating agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, which limitation is applicable only to the assets that are the subject of such agreements;

(i) Restrictions in Indebtedness or Capital Interests of Foreign Subsidiaries;

(j) restrictions in other Indebtedness incurred in compliance with the covenant described under the caption "—Incurrence of Indebtedness;"

(k) agreements governing existing Indebtedness and the Credit Agreement as in effect on the date of the Indenture and any amendments, restatements, modifications, renewals, increases, supplements, refundings, replacements or refinancings of those agreements; *provided* that the amendments, restatements, modifications, renewals, increases, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such encumbrances and restrictions than those contained in those agreements on the date of the Indenture;

(l) Liens securing Indebtedness permitted to be incurred under the provisions of the covenant described under the caption "—Liens" that limit the right of the debtor to dispose of the assets subject to such Liens;

(m) any restriction on cash or other deposits or net worth provisions in leases and other agreements entered into in the ordinary course of business;

(n) with respect to clause (3) of the first paragraph, (i) any such encumbrance or restriction consisting of customary nonassignment, subletting or transfer provisions in leases governing leasehold interests to the extent such provisions restrict the transfer of the lease or the property leased thereunder; and (ii) encumbrance or restrictions contained in security agreements, pledges or mortgages securing Indebtedness of a Restricted Subsidiary to the extent such restrictions restrict the transfer of the property subject to such security agreements, pledges or mortgages; and

(o) any encumbrances or restrictions imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (m) above; *provided* that the encumbrances or restrictions in such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, than the encumbrances or restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Merger, Consolidation, or Sale of Assets. The Company may not consolidate or merge with or into (whether or not the Company is the surviving corporation), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to another Person unless

(1) either (i) the Company is the surviving corporation or (ii) the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation, limited liability company or limited partnership organized or existing under the laws of the United States, any state thereof or the District of

Columbia; *provided* that, in case of a limited liability company or a partnership, a co-obligor of the Notes is a corporation;

(2) the Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made assumes all the obligations of the Company under the Notes and the Indenture pursuant to a supplemental indenture in form and substance reasonably satisfactory to the Trustee;

(3) immediately after giving effect to such transaction no Default or Event of Default exists; and

(4) either (i) the Company or the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made, will, at the time of such transaction and after giving pro forma effect thereto as if such transaction had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "— Incurrence of Indebtedness" or (ii) the Fixed Charge Coverage Ratio after giving such pro forma effect to such transaction is equal to or greater than it is immediately prior to such transaction or series of transactions.

The predecessor company will be released from its obligations under the Indenture and the successor company will succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture; *provided* that in the case of a lease of all its assets, the predecessor will not be released from the obligation to pay the principal of and interest on the Notes.

Except in a transaction in which its Guarantee will be released, no Guarantor may consolidate with or merge with or into (whether or not such Guarantor is the surviving Person), another Person (other than the Company or another Guarantor) whether or not affiliated with such Guarantor unless:

(1) subject to the provisions of the following paragraph, the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) assumes all the obligations of such Guarantor under the Notes and the Indenture pursuant to a supplemental indenture in form and substance reasonably satisfactory to the Trustee; and

(2) immediately after giving effect to such transaction, no Default or Event of Default exists.

This "Merger, Consolidation, or Sale of Assets" covenant will not apply to a merger of the Company or a Guarantor with an Affiliate solely for the purpose, and with the effect, of reincorporating the Company or such a Guarantor, as the case may be, in another jurisdiction of the United States. In addition, nothing in this "Merger, Consolidation, or Sale of Assets" covenant will prohibit the Company or any Restricted Subsidiary from consolidating or amalgamating with, merging with or into or conveying, transferring or leasing, in one transaction or a series of transactions, all or substantially all of its assets to, the Company or another Restricted Subsidiary.

Transactions with Affiliates. The Company will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of

any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an "Affiliate Transaction") having a value in excess of $1.0 million, unless

(1) such Affiliate Transaction is on terms that are no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person; and

(2) the Company delivers to the Trustee with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $25.0 million, a resolution of the Board of Directors set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with clause (1) above and that such Affiliate Transaction has either been approved by a majority of the disinterested members of the Board of Directors or has been approved in an opinion issued by an accounting, appraisal or investment banking firm of national standing as being fair to the Holders from a financial point of view.

Notwithstanding the foregoing, the following items shall not be deemed to be Affiliate Transactions:

(1) any employment agreement or arrangements, consulting, non-competition, confidentiality, indemnity or similar agreement, incentive compensation plan, benefit arrangements or plan, severance or expense reimbursement arrangement entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business of the Company or such Restricted Subsidiary;

(2) transactions between or among the Company and/or its Restricted Subsidiaries;

(3) payment of reasonable directors fees to directors of the Company or any Restricted Subsidiary of the Company and other reasonable fees, compensation, benefits and indemnities paid or entered into with directors, officers and employees of the Company or any Restricted Subsidiary of the Company;

(4) Restricted Payments that are permitted by the provisions of the Indenture described above under the caption "—Restricted Payments" and Permitted Investments;

(5) any transaction with a Securitization Subsidiary effected as part of a Qualified Securitization Financing;

(6) the entering into of a registration rights agreement with the stockholders or debtholders of the Company;

(7) the issuance or sale of any Capital Interest (other than Disqualified Interests) of the Company and the granting of other customary rights in connection therewith;

(8) any agreement as in effect on the Issue Date or any amendments, renewals or extensions of any such agreement (so long as such amendments, renewals or extensions are not less favorable to the Company or the Restricted Subsidiaries) and the transactions evidenced thereby;

(9) transactions with a Person (other than an Unrestricted Subsidiary of the Company) that is an Affiliate of the Company solely because the Company owns, directly or through a Restricted Subsidiary, any Capital Interest in, or controls, such Person; and

(10) transactions in which the Company or any of its Restricted Subsidiaries, as the case may be, delivers to the Trustee a letter from an accounting, appraisal or investment

bank firm of national standing stating that such transaction is fair to the Company or such Restricted Subsidiary from a financial point of view or stating that the terms are not materially less favorable to the Company or such Restricted Subsidiary than those that would have reasonably been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person on an arm's-length basis.

Subsidiary Guarantees. If any of the Company's Domestic Restricted Subsidiaries shall guarantee Indebtedness of the Company under the Credit Agreement, then such Subsidiary shall, within 20 Business Days, become a Guarantor and execute a Supplemental Indenture and deliver an Opinion of Counsel, in accordance with the terms of the Indenture. Any such Note Guarantee shall be subject to the release provisions and other limitations described under "—Guarantees."

Reports. Whether or not required by the rules and regulations of the Securities and Exchange Commission (the "Commission"), so long as any Notes are outstanding, the Company will furnish to the Trustee on behalf of the Holders of Notes (i) all quarterly and annual financial information that would be required to be contained in a filing with the Commission on Forms 10-Q and 10-K if the Company were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" that describes the financial condition and results of operations of the Company and its consolidated Subsidiaries (showing in reasonable detail, either on the face of the financial statements or in the footnotes thereto and in Management's Discussion and Analysis of Financial Condition and Results of Operations, the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company) and, with respect to the annual information only, a report thereon by the Company's certified independent accountants and (ii) all current reports that would be required to be filed with the Commission on Form 8-K if the Company were required to file such reports, in each case, within the time periods specified in the Commission's rules and regulations (together with any extensions granted by the Commission); *provided, however*, that if the Commission will accept the filings of the Company, the Company, at its option, need not furnish such reports to the Trustee to the extent it elects to file such reports with the Commission; *provided further, however*, that in no event shall such reports be required to contain separate financial statements for Guarantors or Subsidiaries that would be required under Section 3-10 of Regulation S-X promulgated under the Securities Act.

In the event that any direct or indirect parent company of the Company becomes a guarantor of the Notes, the Indenture will permit the Company to satisfy its obligations in this covenant with respect to financial information relating to the Company by furnishing financial information relating to such parent company; *provided* that the same is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such parent, on the one hand, and the information relating to the Company and its Subsidiaries on a standalone basis, on the other hand.

So long as any Notes remain outstanding if the Company is not subject to the reporting requirements under Sections 13 or 15(d) of the Exchange Act, the Company will also:

(1) as promptly as reasonably practicable after furnishing to the Trustee the annual and quarterly reports required by clause (i) of the first paragraph of this "Reports" covenant or such earlier time after the completion of such reporting period, hold a conference call to discuss the results of operations for the relevant reporting period; and

(2) issue a press release to the appropriate nationally recognized wire services prior to the date of the conference call required to be held in accordance with clause (1) of this

paragraph, announcing the time and date of such conference call and either including all information necessary to access the call.

In addition, the Company and the Guarantors have agreed that, for so long as any Notes remain outstanding, they will furnish to the Holders, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

The Company will also make available copies of all reports required by the first paragraph of this covenant, if and so long as the Notes are listed on the Irish Stock Exchange and admitted for trading on the Global Exchange Market of the Irish Stock Exchange, at the offices of the Paying Agent in Ireland or, to the extent and in the manner permitted by such rules, post such reports on the website of the Company (*www.belden.com*).

Events of Default and Remedies

The Indenture provides that each of the following constitutes an Event of Default:

(1) default for 30 days in the payment when due of interest on the Notes;

(2) default in payment when due of the principal of or premium, if any, on the Notes (whether or not the payment is prohibited by the subordination provisions of the Indenture);

(3) a default by the Company or any Guarantor in the observance or performance of any other covenant or agreement contained in the Indenture which default continues for a period of 60 days (or 120 days in the case of the covenant described under "—Certain Covenants—Reports") after the Company or such Guarantor receives written notice specifying the default (and demanding that such default be remedied and stating that such notice is a "Notice of Default") from the Trustee or the Holders of at least 25% of the outstanding principal amount of the Notes (except in the case of a default with respect to the "Merger, Consolidation and Sale of Assets" covenant, which will constitute an Event of Default with such notice requirement but without such passage of time requirement);

(4) the failure to pay at final maturity (giving effect to any applicable grace periods and any extensions thereof) the principal amount of any Indebtedness for money borrowed of the Company or any Restricted Subsidiary of the Company or the acceleration of the final stated maturity of any such Indebtedness, if the aggregate principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at final maturity or which has been accelerated, aggregates $50.0 million or more at any time and such failure shall not have been cured or waived or such Indebtedness paid or discharged, in each case within 30 days thereof;

(5) failure by the Company or any of its Restricted Subsidiaries to pay final judgments (to the extent such judgments are not paid or covered by an insurance carrier or pursuant to which the Company is not indemnified by a third party who has agreed to honor such obligation) aggregating in excess of $50.0 million, which judgments are not paid, discharged or stayed for a period of 60 days after such judgments have become final and non-appealable;

(6) certain events of bankruptcy or insolvency with respect to the Company or any of its Significant Subsidiaries; and

(7) except as permitted by the Indenture, any Note Guarantee shall be held in any judicial proceeding to be unenforceable or shall cease for any reason to be in full force and

effect or any Guarantor, or any Person acting on behalf of any Guarantor, shall deny or disaffirm its obligation under its Note Guarantee.

If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes shall notify the Company in writing, specifying the Event of Default, demanding that the Default be remedied and stating that such notice is a "Notice of Default" following which such Holders may declare all the Notes to be due and payable immediately. Upon such declaration of acceleration pursuant to a Notice of Default, the aggregate principal of and accrued and unpaid interest on the outstanding Notes shall become due and payable without further action or notice; *provided, however*, that in the event of a declaration of acceleration because an Event of Default set forth in clause (4) above has occurred and is continuing, such declaration of acceleration shall be automatically rescinded and annulled if the failure to pay or acceleration triggering such Event of Default pursuant to clause (4) shall be remedied or cured or waived by the holders of the relevant Indebtedness within 60 days after the declaration of acceleration with respect thereto. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency with respect to the Company, any Significant Subsidiary or any group of Subsidiaries that, taken together, would constitute a Significant Subsidiary, all outstanding Notes will become due and payable without further action or notice. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal, premium or interest) if it determines that withholding notice is in their interest. Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture.

The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive, rescind or cancel any declaration of an existing or past Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest on, or the principal of, the Notes (other than nonpayment of principal or interest that has become due solely because of acceleration).

The Company is required to deliver to the Trustee annually within 120 days after the end of each fiscal year a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee within 30 days after the occurrence thereof a statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Employees and Stockholders

No past, future or present director, officer, employee, partner, manager, agent, member (or Person forming any limited liability company), incorporator or stockholder of the Company or any Guarantor, as such, shall have any liability for any obligations of the Company or any Guarantor under the Notes, the Note Guarantees or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note and Note Guarantee waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes and Note Guarantee.

Legal Defeasance and Covenant Defeasance

The Company may, at its option and at any time, elect to have all of its obligations discharged with respect to the outstanding Notes ("Legal Defeasance") except for:

(1) the rights of Holders of outstanding Notes to receive payments in respect of the principal of, premium, if any, and interest on such Notes when such payments are due from the trust referred to below,

(2) the Company's obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust,

(3) the rights, powers, trusts, duties and immunities of the Trustee, and the Company's obligations in connection therewith, and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Company may, at its option and at any time, elect to have the obligations of the Company released with respect to certain covenants that are described in the Indenture ("Covenant Defeasance") and thereafter any omission to comply with such obligations shall not constitute a Default or Event of Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (not including (i) nonpayment and (ii) bankruptcy and insolvency events with respect to the Company) described under "—Events of Default and Remedies" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance,

(1) the Company must irrevocably deposit with the Trustee or another entity designated for such purpose for the benefit of the Holders of the Notes, cash in Euros, noncallable Euro-denominated Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent investment bank, appraisal firms or public accountants, to pay the principal of, premium, if any, and interest on the outstanding Notes on the stated maturity or on the applicable redemption date, as the case may be, and the Company must specify whether the Notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Company shall have delivered to the Trustee an opinion of counsel in the United States reasonably acceptable to the Trustee confirming that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (ii) since the date of the Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel shall confirm that, the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an opinion of counsel in the United States reasonably acceptable to the Trustee confirming that the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the Indenture) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound including, without limitation, the Credit Agreement;

(6) the Company must deliver to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders of Notes over the other creditors of the Company with the intent of defeating, hindering, delaying or defrauding creditors of the Company or others; and

(7) the Company must deliver to the Trustee an Officers' Certificate and an opinion of counsel, each stating that all conditions precedent provided for relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Transfer and Exchange

A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company is not required to transfer or exchange any Note selected for redemption. Also, the Company is not required to transfer or exchange any Note for a period of 15 days before a selection of Notes to be redeemed.

The registered Holder of a Note will be treated as the owner of it for all purposes.

Satisfaction and Discharge

The Indenture will be discharged and will cease to be of further effect (except as to surviving rights or registration of transfer or exchange of the Notes, as expressly provided for in the Indenture) as to all outstanding Notes when

(1) either

(a) all the Notes theretofore authenticated (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust) have been delivered to the Trustee for cancellation; or

(b) all Notes not theretofore delivered to the Trustee for cancellation (i) have become due and payable or (ii) will become due and payable within one year, or are to be called for redemption within one year, under arrangements reasonable satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company, and the Company has irrevocably deposited or caused to be deposited with the Trustee or another entity designated for such purpose funds in an amount sufficient to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation (including principal of, premium, if any, and interest) together with irrevocable instructions from the Company directing the Trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be;

(2) the Company has paid all other sums payable under the Indenture by the Company; and

(3) the Company has delivered to the Trustee an officers' certificate and an opinion of counsel stating that all conditions precedent under the Indenture relating to the satisfaction and discharge of the Indenture have been complied with.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the Indenture, the Notes or the Note Guarantees may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), and any existing Default or Event of Default or compliance with any provision of the Indenture, the Notes or the Note Guarantees may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes); *provided*, that without the consent of each Holder affected, an amendment or waiver may not (with respect to any Notes held by a nonconsenting Holder):

(1) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any Note or alter the provisions with respect to the redemption of the Notes (other than provisions relating to the covenants described above under the caption "—Repurchase at the Option of Holders" or provisions relating to minimum notices required for redemption of Notes described under the caption "—Optional Redemption");

(3) reduce the rate of or change the time for payment of interest on any Note;

(4) waive a Default or Event of Default in the payment of principal of or premium, if any, or interest on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the Notes and a waiver of the payment default that resulted from such acceleration);

(5) make any Note payable in money other than that stated in the Notes;

(6) make any change in the provisions of the Indenture relating to waivers of past Defaults or the rights of Holders of Notes to receive payments of principal of or premium, if any, or interest on the Notes;

(7) make any change in the subordination provisions of the Indenture that would adversely affect the Holders of Notes;

(8) release any Guarantor that is a Significant Subsidiary from any of its obligations under its Note Guarantee or the Indenture otherwise than in accordance with the terms of the Indenture; or

(9) make any change in the foregoing amendment and waiver provisions.

However, no amendment may be made to the subordination provisions of the Indenture that would adversely affect the rights of any holder of Designated Senior Debt then outstanding unless the holders of such Designated Senior Debt (or a representative thereof authorized to give consent) consents to such amendment.

The consent of the Holders is not necessary under the Indenture to approve the particular form of any proposed amendment, waiver or consent. It is sufficient if the consent approves the substance of the proposed amendment, waiver or consent.

Notwithstanding the foregoing, without the consent of any Holder of Notes, the Company and the Trustee may amend or supplement the Indenture, the Notes or the Note Guarantees (i) to cure any ambiguity, defect or inconsistency, (ii) to provide for uncertificated Notes in addition to or in place of certificated Notes, (iii) to provide for the assumption of the Company's obligations to Holders of Notes in the case of a merger or consolidation or sale of all or substantially all of the Company's assets, (iv) to make any change that would provide any additional rights or benefits to the Holders of Notes or that does not adversely affect in any material respect the legal rights under the Indenture of any such Holder, (v) to conform the text of the Indenture, the Note Guarantees or the Notes to any provision of this Description of Notes to the extent that such provision was intended to be a verbatim recitation of a provision of the Indenture, the Note Guarantees or the Notes, as evidenced by an officers certificate, (vi) to provide for the issuance of additional Notes in accordance with the limitations set forth in the Indenture, (vii) to allow any Guarantor to execute a supplemental Indenture and/or a Note Guarantee, (viii) to comply with the rules of any applicable securities depository, (ix) to add a co-issuer or co-obligor of the Notes or (x) to evidence and provide for the acceptance of appointment by a successor Trustee in accordance with the applicable provisions of the Indenture.

Concerning the Trustee

The Trustee will be permitted to engage in transactions with the Company and the Guarantors; however, if it acquires any conflicting interest it must eliminate such conflict within 90 days or resign.

The Holders of a majority in principal amount of the then outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, subject to certain exceptions. The Indenture provides that if an Event of Default shall occur (which has not been cured), the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent person in the conduct of such person's own affairs. Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any Holder of Notes, unless such Holder shall have provided to the Trustee pre-funding, security or indemnity satisfactory to it against any loss, liability or expense.

Judgment Currency

Any payment on account of an amount that is payable in Euros (the "Required Currency"), which is made to or for the account of any holder of the Notes or the Trustee in lawful currency of any other jurisdiction (the "Judgment Currency"), whether as a result of any judgment or order or the enforcement thereof or the liquidation of the Company or a Guarantor, shall constitute a discharge of the Company or the Guarantor's obligation under the Indenture and the Notes or Guarantee, as the case may be, only to the extent of the amount of the Required Currency with such Holder or the Trustee, as the case may be, could purchase in the London foreign exchange markets with the amount of the Judgment Currency in accordance with normal banking procedures at the rate of exchange prevailing on the first Business Day following receipt of the payment in the Judgment Currency. If the amount of the Required Currency that could be so purchased is less than the amount of the Required Currency originally

due to such Holder or the Trustee, as the case may be, the Company shall indemnify and hold harmless the Holder or the Trustee, as the case may be, from and against all loss or damage arising out of, or as a result of, such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in the Indenture or the Notes, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder or the Trustee from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due hereunder or under any judgment or order.

Certain Definitions

Set forth below are certain defined terms used in the Indenture. Reference is made to the Indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"Acquired Debt" means, with respect to any specified Person, (i) (a) Indebtedness of any other Person existing at the time such other Person is merged or consolidated with or into or becomes a Subsidiary of such specified Person or (b) assumed by such specified Person in connection with an acquisition of any Equity Interests or assets of such other Person, including, without limitation, Indebtedness incurred in connection with, or in contemplation of, such other Person merging or consolidating with or into or becoming a Subsidiary of such specified Person, and (ii) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; provided that beneficial ownership of 10% or more of the Voting Stock of a Person shall be deemed to be control.

"Applicable Premium" means, with respect to a Note on any redemption date, the excess of (i) the present value at such time of (a) the redemption price of such Note at , 2022 set forth in the table under "—Optional Redemption" plus (b) all remaining interest payments due on such Note through and including , 2022 (in each case excluding any interest accrued to the redemption date), discounted on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) from , 2022 to the redemption date using a discount rate equal to the Bund Rate plus 50 basis points, over (ii) the principal amount of such Note; *provided* that in no event shall the Applicable Premium be less than zero.

For the avoidance of doubt, calculation of the Applicable Premium shall not be a duty or obligation of the Trustee or any Paying Agent.

"Asset Acquisition" means, with respect to any Person, (i) an Investment by such Person or any Restricted Subsidiary of such Person in any third Person pursuant to which such third Person shall become a Restricted Subsidiary of such Person or any Restricted Subsidiary of such Person, or shall be merged with or into such Person or any Restricted Subsidiary of such Person, or (ii) the acquisition by such Person or any Restricted Subsidiary of such Person of the assets of any third Person (other than a Restricted Subsidiary of such Person) which constitute

all or substantially all of the assets of such third Person or comprises any division or line of business of such third Person or any other properties or assets of such third Person other than in the ordinary course of business.

"Asset Sale" means (i) the sale, lease, conveyance or other disposition of any assets or rights (including, without limitation, by way of a sale and leaseback), in each case other than in the ordinary course of business (*provided* that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole will be governed by the provisions of the Indenture described above under the caption "—Change of Control" and/or the provisions described above under the caption "—Merger, Consolidation, or Sale of Assets" and not by the provisions of the Asset Sale covenant), and (ii) the issue or sale by the Company or any of its Subsidiaries of Equity Interests of any of the Company's Restricted Subsidiaries other than director's qualifying shares or shares required by applicable law to be held by a Person other than the Company or a Restricted Subsidiary, in the case of either clause (i) or (ii), whether in a single transaction or a series of related transactions (a) that have a fair market value in excess of $20.0 million or (b) for net proceeds in excess of $20.0 million. Notwithstanding the foregoing, the following items shall not be deemed to be Asset Sales: (i) a transfer, sale or other disposition of assets by the Company to a Restricted Subsidiary or by a Restricted Subsidiary to the Company or to another Restricted Subsidiary, (ii) an issuance, sale, transfer or other disposition of Equity Interests by a Restricted Subsidiary to the Company or to another Restricted Subsidiary, (iii) a Restricted Payment that is permitted by the covenant described above under the caption "—Restricted Payments" or a Permitted Investment, (iv) any sale, lease, sublease or other disposition of assets that are no longer used, or are damaged, worn-out or obsolete, by the Company or any of its Restricted Subsidiaries; (v) issuance of Equity Interests by a Restricted Subsidiary of the Company in which the Company's percentage interest (direct and indirect) in the Equity Interests of such Restricted Subsidiary, after giving effect to such issuance, is at least equal to its percentage interest prior thereto; (vi) the sale or other disposition of Cash Equivalents or Marketable Securities; (vii) the sale, lease, sublease, license, sublicense or consignment of accounts receivable, equipment, inventory, real property, or other assets in the ordinary course of business, including leases or subleases with respect to facilities which are temporarily not in use or pending their disposition; (viii) trade or exchange of assets of equivalent fair market value; (ix) the licensing of intellectual property or other general intangibles to third Persons on customary terms as determined by the Board of Directors in good faith; (x) the good faith surrender or waiver of contract rights or the settlement, release or surrender of claims of any kind; (xi) the sale or other disposal of property or assets pursuant to the exercise of any remedies pursuant to the Credit Agreement or the other security documents relating to any Indebtedness permitted under the Indenture; (xii) sales of Securitization Assets and related assets of the type specified in the definition of "Securitization Financing" to a Securitization Subsidiary in connection with any Qualified Securitization Financing; (xiii) a transfer of Securitization Assets and related assets of the type specified in the definition of "Securitization Financing" (or a fractional undivided interest therein) by a Securitization Subsidiary in a Qualified Securitization Financing; (xiv) creating or granting of Liens (and any sale or disposition thereof or foreclosure thereon) not prohibited by the Indenture; (xv) grants of credits or allowances in the ordinary course of business and (xvi) condemnations on or the taking by eminent domain of property or assets.

"Attributable Debt" in respect of a sale and leaseback transaction means, at the time of determination, the present value (discounted at the rate of interest implicit in such transaction, determined in accordance with GAAP) of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction (including any period for which such lease has been extended.

"Board of Directors" means (i) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board, (ii) with respect to a partnership, the Board of Directors of the general partner of the partnership, (iii) with respect to a limited liability company, the managing member or members or any controlling committee or board of directors of the sole member or of the managing member thereof and (iv) with respect to any other person, the board or committee of such Person serving a similar function.

"Bund Rate" means, with respect to any redemption date, the mid-market yield, under the heading which represents the average for the immediately prior week, appearing on Reuters page AABBUND01, or its successor, for the maturity corresponding to , 2022 (or if no maturity is within three months before or after , 2022, yields for the two published maturities most closely corresponding to , 2022 shall be determined and the Bund Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month). The Bund Rate shall be calculated by the Company on the third business day prior to any redemption date.

"Business Day" means a day other than a Saturday, Sunday or other day on which banking institutions in New York are authorized or required by law to close.

"Capital Interests" means (i) in the case of a corporation, corporate stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited) and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person (other than earn-outs or similar consideration payable in connection with an acquisition).

"Capital Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with GAAP as in effect on the Issue Date.

"Cash Equivalents" means:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by (i) United States government, (ii) the United Kingdom, (iii) any government of a member state of the European Union whose currency is the euro or (iv) any agency or instrumentality of any of the foregoing (*provided* that the full faith and credit of the United States, the United Kingdom or the applicable member state, as the case may be, is pledged in support thereof), in each case having maturities of not more than twelve months from the date of acquisition;

(3) certificates of deposit and eurodollar time deposits with maturities of twelve months or less from the date of acquisition, bankers' acceptances with maturities not exceeding twelve months and overnight bank deposits, in each case with any lender party to the Credit Agreement or with any commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia or any foreign country recognized by the United States of America having capital and surplus, at the time of acquisition thereof, in excess of $500 million (or foreign currency equivalent thereof) and a Thompson Bank Watch Rating of "B" or better;

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having the highest rating obtainable from Moody's Investors Service, Inc. or Standard & Poor's Rating Services, Inc. and in each case maturing within twelve months after the date of acquisition;

(6) readily marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition thereof, having one of the two highest ratings obtainable from either Standard & Poor's Rating Services, Inc. or Moody's Investors Service, Inc.;

(7) in the case of any Restricted Subsidiary organized or having its principal place of business outside the United States, investments denominated in the currency of the jurisdiction in which such Restricted Subsidiary is organized or has its principal place of business which are similar to the items specified in clauses (1) through (6); and

(8) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (7) of this definition.

"Code" means the Internal Revenue Code of 1986, as amended.

"Consolidated Cash Flow" means, with respect to any Person, for any period, the sum (without duplication) of:

(1) Consolidated Net Income; and

(2) to the extent Consolidated Net Income has been reduced thereby:

  (a) all income taxes of such Person and its Restricted Subsidiaries, paid or accrued in accordance with GAAP for such period;

  (b) Consolidated Interest Expense; and

  (c) Consolidated Non-Cash Charges;

all as determined on a consolidated basis for such Person and its Restricted Subsidiaries in accordance with GAAP.

"Consolidated Interest Expense" means, with respect to any Person for any period, the sum of, without duplication, the aggregate interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including, without limitation, amortization of original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations (paid, accrued and/or scheduled to be paid or accrued), imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments (if any) pursuant to interest rate Hedging Obligations (including fees and premiums), but excluding amortization of debt issuance costs, to the extent that any such expense was deducted in computing such Consolidated Net Income on a consolidated basis for such Person and its Restricted Subsidiaries and determined in accordance with GAAP.

"Consolidated Net Income" means, with respect to any Person, for any period, the aggregate net income (or loss) of such Person and its Restricted Subsidiaries for such period on

a consolidated basis, determined in accordance with GAAP, *provided* that there shall be excluded therefrom (without duplication):

(1) gains or losses from Asset Sales (without regard to the $20.0 million threshold set forth in the definition thereof) or other dispositions, abandonments or reserves relating thereto or the extinguishment of any Indebtedness, together with any related provision for taxes on such gains or losses;

(2) any unusual, extraordinary or non-recurring gain, loss, charge or expense, (including, without limitation, retention, severance, systems establishment cost, excess pension charges, contract termination restructuring costs and litigation settlements or losses) together with any related provision for taxes on such unusual, extraordinary or non-recurring gain, loss, charge or expense;

(3) the net income or loss of any Person acquired prior to the date it becomes a Restricted Subsidiary of the referent Person or is merged or consolidated with the referent Person or any Restricted Subsidiary of the referent Person, subject to clause (5) below;

(4) solely for purpose of calculating Consolidated Net Income to determine the amount of Restricted Payments permitted under the covenant described under the caption "Certain Covenants—Restricted Payments," the net income (but not loss) of any Subsidiary of the Company (excluding in the case of the Company or any of its Restricted Subsidiaries, any Restricted Subsidiary that is a Guarantor or a Foreign Subsidiary) to the extent that the declaration of dividends or similar distributions by that Subsidiary of that income is restricted by a contract, operation of law or otherwise, except to the extent that such net income is actually, or permitted to be, paid to the Company or a Restricted Subsidiary thereof by loans, advances, intercompany transfers, principal repayments or otherwise;

(5) the net income of any Person, other than a Restricted Subsidiary of the referent Person, except to the extent of cash dividends or distributions paid to the referent Person or to a Restricted Subsidiary of the referent Person by such Person;

(6) income or loss attributable to discontinued operation (including, without limitation, operations disposed of during such period whether or not such operations were classified as discontinued);

(7) in the case of a successor to the referent Person by consolidation or merger or as a transferee of the referent Person's assets, any earnings of the successor corporation prior to such consolidation, merger or transfer of assets;

(8) the cumulative effect of a change in accounting principles;

(9) any non-cash compensation charges or other non-cash expenses, or charges arising from the grant or issuance or repricing of stock, stock options or other equity-based awards or any amendment, modification, substitution or change of any such stock, options or other equity-based awards;

(10) the effect of any non-cash items resulting from any amortization, write-up, write-down or write-off of assets (including intangible assets, goodwill and deferred financing costs in connection with any future acquisition, disposition, merger, consolidation or similar transaction or any other non-cash impairment charges incurred subsequent to the date of the Indenture resulting from the application of ASC-805, ASC-350 or ASC-360 (excluding any such non-cash item to the extent that it represents an accrual of or reverse for cash expenditures in any future period except to the extent such item is subsequently reversed));

(11) any unrealized net gain or loss resulting from Hedging Obligations (including pursuant to the application of ASC-815);

(12) gains and losses due solely to fluctuations in currency values and the related tax effects;

(13) non-cash losses, expenses and charges incurred in connection with restructuring within the Company and/or one or more Restricted Subsidiaries, including in connection with integration of acquired businesses or Persons, disposition of one or more Subsidiaries or businesses, exiting of one or more lines of businesses and relocation or consolidation of facilities;

(14) any increase in amortization or depreciation or any one time non-cash charges (such as capitalized manufacturing profit in inventory) resulting from purchase accounting; and

(15) any amortization or write-offs of debt issuance or deferred financing costs and premiums and prepayment penalties.

"Consolidated Non-Cash Charges" means, with respect to any Person and its Restricted subsidiaries, for any period, depreciation, amortization (including amortization of goodwill and other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash charges, expenses or losses, including any impairment charges and the impact of purchase accounting, such as the amortization of inventory step-up (but excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of any Person and its Subsidiaries for such period to the extent that such depreciation, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income, minus non-cash items increasing such Consolidated Net Income for such period (other than accruals of revenue in the ordinary course of business and reversals in such period of an accrual of, or reserve for, a cash charge in another period) on a consolidated basis for such Person and its Restricted Subsidiaries and determined in accordance with GAAP.

"Consolidated Total Assets" means, as of any date, the total assets of the Company and the Restricted Subsidiaries on a consolidated basis (determined in accordance with GAAP) at the end of the fiscal quarter immediately preceding such date.

"Credit Agreement" means the Amended and Restated Credit Agreement dated May 16, 2017, as amended and in effect on the Issue Date, among the Company, the guarantors identified therein, JPMorgan Chase Bank, N.A. as agent and the lenders party thereto and any related notes, collateral documents, letters of credit and guarantees, including any appendices, exhibits or schedules to any of the foregoing (as the same may be in effect from time to time), as such agreement may in whole or in part be amended, modified, renewed, refunded, replaced, restated, substituted, refinanced, supplemented or restated from time to time (whether with the original agents and lenders or other agents or lenders and/or through the sales of debt securities to institutional investors or otherwise or any successor or replacement agreement or agreements and whether by the same or any other agent, lender or group of lenders or institutional investors).

"Credit Facilities" means one or more debt facilities (including the Credit Agreement), indentures or commercial paper facilities, in each case, with banks or other institutional lenders or investors providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), letters of credit or other indebtedness, in each case, as amended, restated, modified, renewed, refunded, replaced (whether upon or after

termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time, including any agreement or indenture extending the maturity thereof or otherwise restructuring all or any portion of the indebtedness thereunder or increasing the amount loaned or issued thereunder or altering the maturity thereof.

"Default" means any event that is or with the passage of time or the giving of notice or both would be an Event of Default.

"Designated Non-cash Consideration" means the fair market value of non-cash consideration received by the Company or a Restricted Subsidiary in connection with an Asset Sale that is so designated as Designated Non-cash Consideration pursuant to an Officers' Certificate, less the amount of cash or Cash Equivalents received in connection with a subsequent sale of or collection on such Designated Non-cash Consideration.

"Designated Senior Debt" means:

(1) any Indebtedness outstanding under the Credit Agreement; and

(2) any other Senior Debt permitted under the Indenture the principal amount of which is $25.0 million or more and that has been designated by the Company as "Designated Senior Debt."

"Disqualified Interests" means any Capital Interests that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, at the option of the holder thereof), or upon the happening of any event (other than an event that would constitute a Change of Control), (i) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or (ii) redeemable at the sole option of the Holder thereof (except in each case, upon the occurrence of a Change of Control or Asset Sale to the extent such Capital Interest is only redeemable or exchangeable into Qualified Capital Interests), in whole or in part, on or prior to the date on which the Notes mature, for cash or is convertible into or exchangeable for debt securities of the Company or its Subsidiaries at any time prior to such date; *provided, however*, that only the portion of Capital Interest which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such dates shall be deemed to be Disqualified Interests; *provided, further however*, that any Capital Interests that would constitute Disqualified Interests solely because the holders thereof have the right to require the Company to repurchase or redeem such Capital Interests upon the occurrence of a Change of Control or an Asset Sale occurring prior to the Stated Maturity of the Notes shall not constitute Disqualified Interests if any such requirement only becomes operative after compliance with repurchase and redemption terms applicable to the Notes, including the purchase of any Notes tendered pursuant thereto.

"Domestic Restricted Subsidiaries" means all of the Restricted Subsidiaries that are not Foreign Subsidiaries.

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

"Equity Offering" means any public or private offering of Qualified Capital Interests of the Company for cash, other than to a Subsidiary of the Company.

"Fixed Charge Coverage Ratio" means, with respect to any Person, the ratio of total Consolidated Cash Flow of such Person during the period of four consecutive fiscal quarters of

the Company (the "Four Quarter Period") ending prior to the date of the transaction giving rise to the need to calculate the Fixed Charge Coverage Ratio for which financial statements are available (the "FCCR Transaction Date") to Fixed Charges of such Person for the Four Quarter Period. For purposes of this definition, Consolidated Cash Flow and Fixed Charges shall be calculated after giving effect on a pro forma basis for the period of such calculation to:

(1) the incurrence or repayment of any Indebtedness (but without giving pro forma effect to any Indebtedness incurred on such date of determination under the second paragraph of the covenant described under "Certain Covenants—Incurrence of Indebtedness") of such Person or any of its Restricted Subsidiaries, or the issuance or redemption of any preferred stock by such Person or any of its Restricted Subsidiaries (in each case, and the application of the proceeds thereof) giving rise to the need to make such calculation and any incurrence or repayment of other Indebtedness (or the issuance or redemption or other repayment of any other preferred stock) by such Person or any of its Restricted Subsidiaries (in each case, and the application of the proceeds thereof), other than the incurrence or repayment of Indebtedness in the ordinary course of business for working capital purposes pursuant to working capital facilities, occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the FCCR Transaction Date, as if such incurrence or repayment, as the case may be (and the application of the proceeds thereof), occurred on the first day of the Four Quarter Period; and

(2) any Asset Sales or other dispositions or Asset Acquisitions (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of such Person or one of its Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as a result of the Asset Acquisition) incurring, assuming or otherwise liable for Acquired Debt and also including any Consolidated Cash Flow attributable to the assets which are the subject of the Asset Acquisition or Asset Sale or other disposition during the Four Quarter Period) occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the FCCR Transaction Date, as if such Asset Sale or other disposition or Asset Acquisition (including the incurrence, assumption or liability for any such Indebtedness) occurred on the first day of the Four Quarter Period.

In calculating Fixed Charges attributable to interest on any Indebtedness computed on a pro forma basis, (i) interest on outstanding Indebtedness determined on a fluctuating basis as of the FCCR Transaction Date and which will continue to be so determined thereafter shall be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Indebtedness in effect on the FCCR Transaction Date; (ii) if interest on any Indebtedness actually incurred on the FCCR Transaction Date may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rates, then the interest rate in effect on the FCCR Transaction Date will be deemed to have been in effect during the four-quarter period; and (iii) notwithstanding clause (i) above, interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by agreements relating to interest rate swaps, caps or collars, shall be deemed to accrue at the rate per annum resulting after giving effect to the operation of such agreement.

"Fixed Charges" means, with respect to any Person for any period, the sum, without duplication, of

(1) the Consolidated Interest Expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; and

(2) all cash dividend payments on any series of Disqualified Interests of such Person or preferred equity of any of its Restricted Subsidiaries paid during such period to any Person other than such Person or any of its Restricted Subsidiaries.

"Foreign Subsidiaries" means any Subsidiary of the Company which was not formed under the laws of the United States or any state of the United States or the District of Columbia and any Subsidiary of such Person.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, as in effect from time to time.

"Guarantee" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof), of all or any part of any Indebtedness.

"Guarantors" means any Subsidiary of the Company that executes a Note Guarantee in accordance with the provision of the Indenture or any co-issuer or co-obligor of the Notes, and their respective successors and assigns.

"Hedging Obligations" means, with respect to any specified Person, the obligations of such Person under (i) interest rate swap agreements, interest rate cap agreements, interest rate collar agreements and other agreements or arrangements designed for the purpose of fixing, hedging, swapping or managing exposure to interest rates; (ii) commodity swap agreements, commodity option agreements, forward contracts and other agreements or arrangements designed for the purpose of fixing, hedging, swapping or managing exposure to commodity prices; and (iii) foreign exchange contracts, currency swap agreements and other agreements or arrangements designed for the purpose of fixing, hedging, swapping or managing exposure to foreign currency exchange rates.

"Heirs" of any individual mean such individual's estate, spouse, lineal relatives (including adoptive descendants), administrator, committee or other personal representative or other estate planning vehicle and any custodian or trustee for the benefit of any spouse or lineal relatives (including adoptive descendants) of such individual.

"Holders" means a Person in whose name a Note is registered.

"Indebtedness" with respect to any Person, any indebtedness of such Person, whether or not contingent, (i) in respect of borrowed money, (ii) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof but excluding Obligations with respect to letters of credit (including trade letters of credit) to the extent such Obligations are cash collateralized or such letters of credit secure Obligations (other than obligations described above and Obligations in connection with Capitalized Lease Obligations) entered into in the ordinary course of business of such Person and such letters of credit are not drawn upon or, if drawn upon, to the extent any such drawing is reimbursed no later than three Business Days following receipt by such Person of a demand for reimbursement), (iii) evidenced by banker's acceptances, (iv) representing Capital Lease Obligations, (v) representing the balance deferred and unpaid of the purchase price of any property due more than six months after taking delivery thereof (except (a) any portion thereof

that constitutes an accrued expense or trade payable, (b) obligations to consignors to pay under normal trade terms for consigned goods and (c) earn out obligations) or representing any Hedging Obligations, (vi) consisting of Indebtedness of others secured by a Lien on any asset of such Person (whether or not such Indebtedness is assumed by such Person), (vii) consisting of Attributable Debt and, to the extent not otherwise included, (viii) consisting of the Guarantee by such Person of any Indebtedness of any other Person, in each case (other than with respect to letters of credit or Hedging Obligations) if and to the extent such items would appear as a liability upon a balance sheet (excluding footnotes thereto) of such Person prepared in accordance with GAAP. The amount of any Indebtedness outstanding as of any date shall be (A) the accreted value thereof, in the case of any Indebtedness issued with original issue discount, (B) in the case of Indebtedness of others secured by a Lien on any asset of the specified Person, the lesser of (x) the fair market value of such asset on the date on which Indebtedness is required to be determined pursuant to the Indenture and (y) the amount of the Indebtedness so secured; (C) in the case of the guarantee by the specified Person of any Indebtedness of any other Person, the maximum liability to which the specified Person may be subject upon the occurrence of the contingency giving rise to the obligation; (D) in the case of any Hedging Obligations, the net amount payable if such Hedging Obligations were terminated at that time due to default by such Person (after giving effect to any contractually permitted set-off) and (E) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness. Indebtedness also includes all Disqualified Interests issued by such Person with the amount of Indebtedness represented by such Disqualified Interests being equal to its maximum fixed repurchase price, but excluding accrued dividends, if any. For purposes hereof, the "maximum fixed repurchase price" of any Disqualified Interests which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Interests as if such Disqualified Interests were purchased on any date on which Indebtedness shall be required to be determined pursuant to the Indenture, and if such price is based upon, or measured by, the fair market value of such Disqualified Interests, such fair market value shall be determined reasonably and in good faith by the Board of Directors of the issuer of such Disqualified Interests; *provided* that if such Disqualified Interest is not then permitted to be repurchased, the greater of the liquidation preference and the book value of such Disqualified Interest. Notwithstanding the foregoing, in connection with the Asset Acquisition or other purchase by the Company or any Restricted Subsidiary of any business or assets not in the ordinary course of business, the term "Indebtedness" will exclude post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided, however*, that at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 180 days thereafter.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (with stable or better outlook) (or the equivalent) by Moody's and BBB-(with stable or better outlook) (or the equivalent) by S&P, or an equivalent rating by any other Rating Agency.

"Investments" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of direct or indirect loans (including guarantees of Indebtedness or other obligations but excluding any debt or extension of credit represented by a bank deposit other than a time deposit), advances or capital contributions (excluding extensions of credit to customers or advances, deposits or payments to or with suppliers, lessors or utilities or for worker's compensation, in each case, in the ordinary course of business and excluding commissions, travel and similar advances to officers and employees made in the ordinary course of business) and purchases or other acquisitions for consideration of

Indebtedness, Equity Interests or other securities. Except as otherwise provided for herein, the amount of an investment shall be its fair market value at the time the Investment is made and without giving effect to subsequent changes in value.

"Issue Date" means, the date of initial issuance of the Notes.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction).

"Marketable Securities" means any securities listed or quoted on any national securities exchange that has registered with the Commission pursuant to Section 6(a) of the Exchange Act, or any designated offshore securities market as defined in Regulation S under the Securities Act.

"Net Proceeds" means the aggregate cash proceeds received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash or Cash Equivalents received upon the sale or other disposition or collection of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale or disposition of such non-cash consideration, including, without limitation, (i) legal, accounting and investment banking fees, sales commissions, and any severance and relocation expenses incurred as a result thereof, (ii) all taxes paid or payable as a result thereof, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, (iii) amounts applied to the repayment of Indebtedness (other than revolving credit Indebtedness, unless there is a required reduction in commitments) secured by a Lien on the asset or assets that were the subject of such Asset Sale, (iv) appropriate amounts to be provided by the Company or any Restricted Subsidiary, as the case may be, as a reserve, established in accordance with GAAP and (v) amounts required to be paid to any Person (other than the Company or any of its Restricted Subsidiaries) owing a beneficial interest in the assets that are the subject of the Asset Sale.

"Non-Recourse Debt" means Indebtedness (i) as to which neither the Company nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (b) is directly or indirectly liable (as a guarantor or otherwise), or (c) constitutes the lender; and (ii) as to which the explicit terms provide that there is no recourse against any assets of the Company or any of its Restricted Subsidiaries.

"Obligations" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages, costs, expenses and other liabilities payable under the documentation governing any Indebtedness.

"Officer" means the Chief Executive Officer, Chief Financial Officer, any Vice President, the Treasurer, Chief Accounting Officer or Secretary of the Company.

"Officers' Certificate" means a certificate by two Officers of the Company, one of whom is the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Company, that meets the requirements set forth in the Indenture.

"Permitted Investments" means:

(1) any Investment in the Company or in a Restricted Subsidiary of the Company;

(2) any Investment in Cash Equivalents or Marketable Securities;

(3) any Investment by the Company or any Restricted Subsidiary of the Company in a Person, if as a result of such Investment (i) such Person becomes a Restricted Subsidiary of the Company or (ii) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company, and in each case any Investment held by any such Person not made in contemplation of such transaction;

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales" or any non-cash consideration received in connection with a disposition of assets excluded from the definition of "Asset Sales;"

(5) any acquisition of assets solely in exchange for the issuance of Equity Interests (other than Disqualified Interests) of the Company or any parent of the Company;

(6) Investments represented by guarantees that are otherwise permitted under the Indenture;

(7) Investments existing on the Issue Date and any modification, replacement, renewal or extension thereof; *provided* that the amount of any such Investment may be increased as otherwise permitted under the Indenture;

(8) Hedging Obligations entered into in compliance with the Indenture;

(9) Investments in the Notes;

(10) Investments in securities of a Person received (i) pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such Person in exchange for any other Investments, accounts receivable or other claims against such Person or (ii) in good faith settlement of delinquent obligations of a Person;

(11) advances to suppliers and customers in the ordinary course of business;

(12) loans and advances, including advances for travel and moving expenses, commission and payroll to employees and consultants of the Company and its Restricted Subsidiaries (and any guarantees of any such loans or advances) in the ordinary course of business, for bona fide business purposes not in excess of $2.0 million at any one time outstanding;

(13) any Investment in a Securitization Subsidiary or any Investment by a Securitization Subsidiary in any other Person in connection with a Qualified Securitization Financing, including, without limitation, Investments of funds held in accounts permitted or required by the arrangements governing such Qualified Securitization Financing or any related Indebtedness; *provided*, *however*, that any Investment in a Securitization Subsidiary is in the form of a purchase money note, contribution of additional Securitization Assets or an equity interest;

(14) stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Company or any Restricted Subsidiary or in satisfaction of judgments;

(15) Investments consisting of the licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(16) performance guarantees made in the ordinary course of business;

(17) any Investments arising from agreements of the Company or a Restricted Subsidiary of the Company providing for adjustments of purchase price, deferred payment, earn-out or similar obligations, in each case acquired in connection with the disposition or acquisition of any business or assets of the Company or a Restricted Subsidiary;

(18) Investments consisting of earnest money deposits required in connection with a purchase agreement or other acquisition;

(19) endorsements of negotiable instruments and documents in the ordinary course of business; and

(20) other Investments in any Person having an aggregate fair market value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (20) that are at the time outstanding, not to exceed the greater of (i) $175.0 million and (ii) 5.0% of Consolidated Total Assets of the Company, *provided*, that if such Investment is in Capital Interests of a Person that subsequently becomes a Restricted Subsidiary, such Investment shall thereafter be deemed permitted under clause (1) above and shall not be included as having been made pursuant to this clause (20).

"Permitted Junior Securities" means unsecured debt or equity securities of the Company or any Guarantor or any direct or indirect parent of the Company or any successor corporation issued pursuant to a plan of reorganization or readjustment, as applicable, that are subordinated to the payment in full in cash of all then-outstanding Senior Debt at least to the same extent that the Notes are subordinated to the payment of all Senior Debt of the Company or Note Guarantees are subordinated to the payment in full in cash of all Senior Debt of such Guarantor, as applicable, on the Issue Date, so long as to the extent that any Senior Debt outstanding on the date of consummation of any such plan of reorganization or readjustment is not paid in full in cash on such date, the holders of any such Senior Debt not so paid in full in cash have consented to the terms of such plan of reorganization or readjustment.

"Permitted Liens" means:

(1) Liens securing Senior Debt;

(2) Liens in favor of the Company or any Restricted Subsidiaries;

(3) Liens for the purpose of securing the payment of all or a part of the purchase price of, or Capital Lease Obligations, Attributable Debt, purchase money obligations or other payments incurred to finance the acquisition, lease, improvement or construction of or repairs or additions to, assets or property acquired or constructed in the ordinary course of business; *provided* that the aggregate principal amount of Indebtedness secured by such Liens is otherwise permitted to be incurred under the Indenture and does not exceed the cost of the assets or property so acquired or constructed, and such Liens are created within 180 days of the later of the acquisition, lease, completion of improvements, construction, repairs or additions or commencement of full operation of the assets or property subject to such Lien and do not encumber any other assets or property of the Company or any Restricted Subsidiary other than such assets or property and assets affixed or appurtenant thereto;

(4) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(5) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to such letters of credit and products and proceeds thereof;

(6) Liens securing Hedging Obligations;

(7) Liens arising by reason of any judgment, decree or order, but not giving rise to an Event of Default, so long as such Lien is adequately bonded and any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree or order shall not have been finally terminated or the period within which such proceedings may be initiated shall not have expired;

(8) Liens securing the Notes and all other monetary obligations under the Indenture and the Note Guarantees;

(9) Liens securing Indebtedness incurred to refinance any Indebtedness which has been secured by a Lien permitted under this definition and incurred in accordance with the covenant "—Incurrence of Indebtedness;" *provided* that such Liens do not extend to or cover any property or assets of the Company or any of its Restricted Subsidiaries not securing (or required to secure) the Indebtedness so refinanced;

(10) Liens to secure additional Indebtedness permitted to be incurred pursuant to clause (11) or (12) of the definition of "Permitted Debt";

(11) Liens existing on the Issue Date;

(12) Precautionary financing statements filed with respect to operating leases or other transactions not involving the incurrence of Indebtedness;

(13) Liens securing Acquired Debt incurred in accordance with the covenant entitled "—Limitation of Indebtedness;" *provided* that:

  (a) such Liens secured such Acquired Debt at the time of and prior to the incurrence of such Acquired Debt by the Company or a Restricted Subsidiary of the Company and were not granted in connection with, or in anticipation of, the incurrence of such Acquired Debt by the Company or a Restricted Subsidiary of the Company; and

  (b) such Liens do not extend to or cover any property or assets of the Company or any of its Restricted Subsidiaries other than the property or assets that secured (or were required to secure) the Acquired Debt prior to the time such indebtedness became Acquired Debt of the Company or a Restricted Subsidiary of the Company;

(14) Liens on funds held in trust for the defeasance or discharge of Indebtedness; and

(15) Liens on Securitization Assets and related assets of the type specified in the definition of "Securitization Financing" incurred in connection with any Qualified Securitization Financing.

"Permitted Refinancing Indebtedness" means any Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to repay, extend, refinance, renew, redeem, replace, defease, discharge, refund or otherwise retire for value other indebtedness of the Company or any of its Restricted Subsidiaries (other than intercompany Indebtedness); *provided* that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount of, plus fees, premiums, defeasance costs and accrued interest on, the Indebtedness so repaid, extended, refinanced, renewed, redeemed, replaced, defeased, discharged, refunded or retired for value (plus the amount of reasonable expenses incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a final maturity date no earlier 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 repaid, extended, refinanced, renewed, redeemed, replaced, defeased, discharged, refunded or retired for value; and

(3) if the Indebtedness being repaid, extended, refinanced, renewed, redeemed, replaced, defeased, discharged, refunded or retired for value is subordinated in right of payment to the Notes, or is Disqualified Interests, then the Permitted Refinancing Indebtedness must be subordinated in right of payment to the Notes on terms at least as favorable to the Holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, redeemed, replaced, defeased or refunded.

"Qualified Capital Interest" means a Capital Interest that is not a Disqualified Interest.

"Qualified Securitization Financing" means any Securitization Financing of a Securitization Subsidiary that meets the following conditions: (i) the Board of Directors of the Company 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 Company and the Securitization Subsidiary, (ii) all sales of Securitization Assets and related assets to the Securitization Subsidiary are made at fair market value (as determined in good faith by the Company) and (iii) the financing terms, covenants, termination events and other provisions thereof shall be market terms (as determined in good faith by the Company) and may include Standard Securitization Undertakings.

"Rating Agencies" means Moody's and S&P or if Moody's or S&P or both shall not make a rating on the Notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Company which shall be substituted for Moody's or S&P or both, as the case may be.

"Representative" means any agent or representative in respect of any Designated Senior Debt; *provided* that if, and for so long as, any Designated Senior Debt lacks such representative, then the Representative for such Designated Senior Debt shall at all times constitute the holders of a majority in outstanding principal amount of such Designated Senior Debt.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Subsidiary" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary. Unless the context indicates otherwise, references to Restricted Subsidiaries refer to Restricted Subsidiaries of the Company.

"Securitization Assets" means any accounts receivable or other revenue streams subject to a Qualified Securitization Financing.

"Securitization Fees" means reasonable 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 Company or any of its Subsidiaries pursuant to which the Company or any

of its Subsidiaries may sell, convey or otherwise transfer to (i) a Securitization Subsidiary (in the case of a transfer by the Company or any of its Subsidiaries) and (ii) any other Person (in the case of a transfer by a Securitization Subsidiary), or may grant a security interest in, any Securitization Assets (whether now existing or arising in the future) of the Company or any of its Subsidiaries, and any assets related thereto including, without limitation, 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 which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving Securitization Assets and any Hedging Obligations entered into by the Company or any such Subsidiary in connection with such 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 representation, warranty or covenant or otherwise, including, without limitation, as a result of a receivable or portion thereof becoming subject to any asserted defense, dispute, off set 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 Company (or another Person formed for the purposes of engaging in a Qualified Securitization Financing in which the Company or any Subsidiary of the Company makes an Investment and to which the Company or any Subsidiary of the Company transfers Securitization Assets and related assets) which engages in no activities other than in connection with the financing of Securitization Assets of the Company 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 Company or such other Person (as provided below) as a Securitization Subsidiary and (i) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (a) is guaranteed by the Company or any other Subsidiary of the Company (excluding guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to Standard Securitization Undertakings), (b) is recourse to or obligates the Company or any other Subsidiary of the Company in any way other than pursuant to Standard Securitization Undertakings or (c) subjects any property or asset of the Company or any other Subsidiary of the Company, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings, (ii) with which neither the Company nor any other Subsidiary of the Company has any material contract, agreement, arrangement or understanding other than on terms which the Company reasonably believes to be no less favorable to either the Company or such Subsidiary than those that might be obtained at the time from Persons that are not Affiliates of the Company and (iii) to which neither the Company nor any other Subsidiary of the Company 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 Company or such other Person shall be evidenced to the Trustee by filing with the Trustee a certified copy of the resolution of the Board of Directors of the Company or such other Person giving effect to such designation and an Officer's Certificate certifying that such designation complied with the foregoing conditions.

"Senior Debt" means the principal of, premium, if any, and interest (including any interest accruing after the commencement of any bankruptcy proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed or allowable claim under applicable law) on any Indebtedness of the Company or any Guarantor, whether outstanding on the date of the Indenture or thereafter created, incurred or assumed, unless, in

the case of any particular obligation, the instrument creating or evidencing the same or pursuant to which the same is outstanding expressly provides that such obligation shall be subordinate or *pari passu* in right of payment to the Notes or the Note Guarantee of such Guarantor, as applicable, provided that the Company's Existing Subordinated Notes (and any Guarantees thereof) shall not be Senior Debt but shall rank *pari passu* in right of payment with the Notes and the Note Guarantees. Without limiting the generality of the foregoing, "Senior Debt" shall also include the principal of, premium, if any, interest (including any interest accruing after the commencement of any bankruptcy proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed or allowable claim under applicable law) on, and all other amounts owing in respect of (including guarantees of the foregoing obligations):

(1) all monetary obligations of every nature of the Company or any Guarantor under, or with respect to, the Credit Agreement, including, without limitation, obligations to pay principal, premium and interest, reimbursement obligations under letters of credit, fees, expenses and indemnities (and guarantees thereof); and

(2) all Hedging Obligations (and guarantees thereof),

in each case whether outstanding on the date of the Indenture or thereafter incurred.

"Significant Subsidiary" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the date of the Indenture.

"Standard Securitization Undertakings" means representations, warranties, covenants and indemnities entered into by the Company or any Subsidiary of the Company which the Company has determined in good faith to be customary in a Securitization Financing, including, without limitation, those relating to the servicing of the assets of a Securitization Subsidiary, it being understood that any Securitization Repurchase Obligation shall be deemed to be a Standard Securitization Undertaking.

"Stated Maturity" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"Subsidiary" means, with respect to any Person, (i) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

"Trading Day" means, with respect to any Marketable Securities, a day on which the principal United States or foreign securities exchange on which such security is listed or admitted to trading, or the NASDAQ National Market if such security is not listed or admitted to trading on any such securities exchange, as applicable, is open for the transaction of business (unless such trading shall have been suspended for the entire day).

"Unrestricted Subsidiary" means any Subsidiary that is designated by the Board of Directors as an Unrestricted Subsidiary pursuant to a Board Resolution (and any Subsidiary thereof), but only to the extent that such Subsidiary at the time of designation:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) is not party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary of the Company unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company; and

(3) is a Person with respect to which neither the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation (i) to subscribe for additional Equity Interests or (ii) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results;

provided that notwithstanding the foregoing, the Company or a Restricted Subsidiary may guarantee or provide credit support for Indebtedness of an Unrestricted Subsidiary or make capital contributions to or other Investments in an Unrestricted Subsidiary, in each case if the amount of Indebtedness guaranteed or the amount of any such Investment or contribution is permitted to be made as a Restricted Payment or Permitted Investment.

Any such designation by the Board of Directors shall be evidenced to the Trustee by filing with the Trustee a certified copy of the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions and was permitted by the covenant described above under the caption "Certain Covenants—Restricted Payments." If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary of the Company as of such date (and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "—Incurrence of Indebtedness," the Company shall be in default of such covenant). The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided* that such designation shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if no Default or Event of Default would be in existence following such designation.

"U.S. Dollar Equivalent" means, with respect to any monetary amount in a currency other than the U.S. dollar, at or as of any time for the determination thereof, the amount of U.S. dollars obtained by converting such foreign currency involved in such computation into U.S. dollars at the spot rate for the purchase of dollars with the applicable foreign currency as quoted by Reuters (or, if Reuters ceases to provide such spot quotations, by any other reputable service as is providing such spot quotations, as reasonably selected by the Company) at approximately 11:00 a.m. (New York City time) on the date not more than two business days prior to such determination. Whenever the compliance with any provision of, or the default provisions or definitions in, the Indenture refer to an amount in U.S. dollars, that amount will be deemed to refer to the Dollar Equivalent of the amount of any obligation or sum denominated in any other currency or currencies, including composite currencies, which was in effect on the date of incurring, expending, remitting or otherwise initially incurring or expending such amount, or in the case of revolving credit obligations, on the date first committed, or otherwise as expressly provided in the Indenture, and, in any case, no subsequent change in the U.S. Dollar Equivalent after the applicable date of determination will cause such determination to be modified.

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

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment, by (ii) the then outstanding principal amount of such Indebtedness.

"Wholly-Owned Subsidiary" of any Person means a Subsidiary of such Person all of the outstanding Capital interests or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by one or more Wholly-Owned Subsidiaries of such Person.

BOOK ENTRY; DELIVERY AND FORM

General

Notes sold to qualified institutional buyers in reliance on Rule 144A under the Securities Act will initially be represented by a global note in registered form without interest coupons attached (the "Rule 144A Global Note"). Notes sold outside the United States in reliance on Regulation S under the Securities Act will initially be represented by a global note in registered form without interest coupons attached (the "Regulation S Global Note" and, together with the Rule 144A Global Note, the "Global Notes"). The Global Notes will be deposited with a common depositary and registered in the name of the nominee of the common depositary for the account of Euroclear and Clearstream.

Ownership of interests in the Rule 144A Global Note (the "Rule 144A Book Entry Interests") and ownership of interests in the Regulation S Global Note (the "Regulation S Book Entry Interests" and, together with the Rule 144A Book Entry Interests, the "Book Entry Interests") will be limited to persons that have accounts with Euroclear and/or Clearstream or persons that hold interests through such participants. Euroclear and Clearstream will hold interests in the Global Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories. Except under the limited circumstances described below, Book Entry Interests will not be issued in definitive form.

Book Entry Interests will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear and Clearstream and their participants. The laws of some jurisdictions, including certain states of the United States, may require that certain purchasers of securities take physical delivery of those securities in definitive form. The foregoing limitations may impair your ability to own, transfer or pledge Book Entry Interests. In addition, while the notes are in global form, holders of Book Entry Interests will not be considered the owners or "holders" of notes for any purpose.

So long as the notes are held in global form, Euroclear and/or Clearstream (or the nominee of their common depositary), as applicable, will be considered the sole holders of the Global Notes for all purposes under the Indenture (as defined herein). In addition, participants must rely on the procedures of Euroclear and Clearstream, and indirect participants must rely on the procedures of Euroclear and Clearstream and the participants through which they own Book Entry Interests, to transfer their interests or to exercise any rights of holders of notes under the Indenture.

Neither the Issuer nor the Trustee (each as defined herein) will have any responsibility, or be liable, for any aspect of the records relating to the Book Entry Interests.

Definitive Registered Notes

Under the terms of the Indenture, owners of the Book Entry Interests will receive Definitive Registered Notes (as defined below):

(1) if Euroclear or Clearstream notifies the Issuer that it is unwilling or unable to continue to act as depositary and a successor depositary is not appointed by the Issuer within 120 days; or

(2) if the owner of a Book Entry Interest requests such exchange in writing delivered through Euroclear or Clearstream following an Event of Default (as defined herein) and commencement of enforcement action under the Indenture.

Euroclear and Clearstream have advised the Issuer that upon request by an owner of a Book Entry Interest described in the immediately preceding clause (2), their current procedure is to request that the Issuer issue or cause to be issued notes in definitive registered form to all owners of Book Entry Interests.

In such an event, the Registrar (as defined herein) will issue Definitive Registered Notes, registered in the name or names and issued in any approved denominations, requested by or on behalf of Euroclear, Clearstream or the Issuer, as applicable (in accordance with their respective customary procedures and based upon directions received from participants reflecting the beneficial ownership of Book Entry Interests), and such Definitive Registered Notes will bear the restrictive legend as provided in the relevant Indenture, unless that legend is not required by the Indenture or applicable law.

To the extent permitted by law, the Issuer and the Trustee each shall be entitled to treat the registered holder of any Global Note as the absolute owner thereof and no person will be liable for treating the registered holder as such. Ownership of the Global Notes will be evidenced through registration from time to time at the registered office of the Issuer, and such registration is a means of evidencing title to the notes.

The Issuer will not impose any fees or other charges in respect of the notes; however, owners of the Book Entry Interests may incur fees normally payable in respect of the maintenance and operation of accounts in Euroclear and Clearstream.

Redemption of the Global Notes

In the event that any Global Note (or any portion thereof) is redeemed, Euroclear and/or Clearstream, as applicable, will redeem an equal amount of the Book Entry Interests in such Global Note from the amount received by them in respect of the redemption of such Global Note. The redemption price payable in connection with the redemption of such Book Entry Interests will be equal to the amount received by Euroclear and Clearstream, as applicable, in connection with the redemption of such Global Note (or any portion thereof). The Issuer understands that, under the existing practices of Euroclear and Clearstream, if fewer than all of the notes are to be redeemed at any time, Euroclear and Clearstream will credit their participants' accounts on a proportionate basis (with adjustments to prevent fractions), by lot or on such other basis as they deem fair and appropriate, *provided, however*, that no Book Entry Interest of less than €100,000 principal amount may be redeemed in part.

Payments on Global Notes

The Issuer will make payments of any amounts owing in respect of the Global Notes (including principal, premium, if any, interest and additional amounts, if any) to the common depositary or its nominee for Euroclear and Clearstream. Euroclear and Clearstream will distribute such payments to participants in accordance with their customary procedures. The Issuer will make payments of all such amounts without deduction or withholding for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature, except as may be required by law. The Issuer expects that standing customer instructions and customary practices will govern payments by participants to owners of Book Entry Interests held through such participants.

Under the terms of the Indenture, the Issuer, the Guarantors (as defined herein) and the Trustee will treat the registered holders of the Global Notes (e.g., Euroclear or Clearstream (or

the common depositary's nominee)) as the owner thereof for the purpose of receiving payments and for all other purposes. Consequently, none of the Issuer, the Guarantors, the Trustee or any of their respective agents has or will have any responsibility or liability for:

- any aspect of the records of Euroclear, Clearstream or any participant or indirect participant relating to, or payments made on account of, a Book Entry Interest or for maintaining, supervising or reviewing the records of Euroclear or Clearstream or any participant or indirect participant relating to, or payments made on account of, a Book Entry Interest;
- Euroclear, Clearstream or any participant or indirect participant; or
- the records of the common depositary.

Currency of Payment for the Global Notes

The principal of, premium, if any, and interest on, and all other amounts payable in respect of, the Global Notes will be paid to holders of interests to such notes through Euroclear or Clearstream in euro.

Action by Owners of Book Entry Interests

Euroclear and Clearstream have advised the Issuer that they will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described above) only at the direction of one or more participants to whose account the Book Entry Interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of notes as to which such participant or participants has or have given such direction. Euroclear and Clearstream will not exercise any discretion in the granting of consents or waivers or the taking of any other action in respect of the Global Notes. However, if there is an Event of Default under the notes, Euroclear and Clearstream, at the request of the holders of the notes, reserve the right to exchange the Global Notes for definitive registered notes in certificated form (the "Definitive Registered Notes"), and to distribute such Definitive Registered Notes to their participants.

Transfers

Transfers between participants in Euroclear or Clearstream will be effected in accordance with Euroclear and Clearstream's rules and will be settled in immediately available funds. If a holder of notes requires physical delivery of Definitive Registered Notes for any reason, including to sell notes to persons in states which require physical delivery of such securities or to pledge such securities, such holder of notes must transfer its interests in the Global Notes in accordance with the normal procedures of Euroclear and Clearstream and in accordance with the procedures set forth in the Indenture.

The Global Notes will bear a legend to the effect set forth under "Notice to Investors." Book Entry Interests in the Global Notes will be subject to the restrictions on transfers and certification requirements discussed under "Notice to Investors."

Transfers of Rule 144A Book Entry Interests to persons wishing to take delivery of Rule 144A Book Entry Interests will at all times be subject to such transfer restrictions.

Rule 144A Book Entry Interests may be transferred to a person who takes delivery in the form of a Regulation S Book Entry Interest only upon delivery by the transferor of a written

certification (in the form provided in the Indenture) to the effect that such transfer is being made in accordance with Regulation S or Rule 144 under the Securities Act or any other exemption (if available under the Securities Act).

Regulation S Book Entry Interests may be transferred to a person who takes delivery in the form of a Rule 144A Book Entry Interest only upon delivery by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made to a person who the transferor reasonably believes is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act in a transaction meeting the requirements of Rule 144A under the Securities Act or otherwise in accordance with the transfer restrictions described under "Notice to Investors" and in accordance with any applicable securities laws of any other jurisdiction.

In connection with transfers involving an exchange of a Regulation S Book Entry Interest for a Rule 144A Book Entry Interest, appropriate adjustments will be made to reflect a decrease in the principal amount of the Regulation S Global Note and a corresponding increase in the principal amount of the Rule 144A Global Note.

Definitive Registered Notes may be transferred and exchanged for Book Entry Interests in a Global Note only as described under "Description of Notes—Transfer and Exchange" and, if required, only if the transferor first delivers to the Trustee a written certificate (in the form provided in the Indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such notes. See "Notice to Investors".

Any Book Entry Interest in one of the Global Notes that is transferred to a person who takes delivery in the form of a Book Entry Interest in any other Global Note will, upon transfer, cease to be a Book Entry Interest in the first mentioned Global Note and become a Book Entry Interest in such other Global Note, and accordingly will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to Book Entry Interests in such other Global Note for as long as it remains such a Book Entry Interest.

Information concerning Euroclear and Clearstream

All Book Entry Interests will be subject to the operations and procedures of Euroclear and Clearstream, as applicable. The Issuer provides the following summaries of those operations and procedures solely for the convenience of investors. The operations and procedures of the settlement system are controlled by the settlement system and may be changed at any time. None of the Issuer, the Trustee or the Initial Purchasers are responsible for those operations or procedures.

The Issuer understands as follows with respect to Euroclear and Clearstream: Euroclear and Clearstream hold securities for participating organizations. They facilitate the clearance and settlement of securities transactions between their participants through electronic book entry changes in the accounts of such participants. Euroclear and Clearstream provide various services to their participants, including the safekeeping, administration, clearance, settlement, lending and borrowing of internationally traded securities. Euroclear and Clearstream interface with domestic securities markets. Euroclear and Clearstream participants are financial institutions such as underwriters, securities brokers and dealers, banks, trust companies and certain other organizations. Indirect access to Euroclear and Clearstream is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Euroclear and Clearstream participant, either directly or indirectly.

Because Euroclear and Clearstream can only act on behalf of participants, who in turn act on behalf of indirect participants and certain banks, the ability of an owner of a beneficial interest to pledge such interest to persons or entities that do not participate in the Euroclear and/or Clearstream system, or otherwise take actions in respect of such interest, may be limited by the lack of a definitive certificate for that interest. The laws of some jurisdictions require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer beneficial interests to such persons may be limited. In addition, owners of beneficial interests through the Euroclear or Clearstream systems will receive distributions attributable to the Global Notes only through Euroclear or Clearstream participants.

Global Clearance and Settlement under the Book Entry System

The notes represented by the Global Notes are expected to be admitted to the Official List of the Irish Stock Exchange and admitted to trading on its Global Exchange Market. Transfers of interests in the Global Notes between participants in Euroclear or Clearstream will be effected in the ordinary way in accordance with their respective system's rules and operating procedures.

Although Euroclear and Clearstream currently follow the foregoing procedures in order to facilitate transfers of interests in the Global Notes among participants in Euroclear or Clearstream, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or modified at any time. None of the Issuer, any Guarantor or the Trustee will have any responsibility for the performance by Euroclear, Clearstream or their participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Initial Settlement

Initial settlement for the notes will be made in euro. Book Entry Interests owned through Euroclear or Clearstream accounts will follow the settlement procedures applicable to conventional bonds in registered form. Book Entry Interests will be credited to the securities custody accounts of Euroclear and Clearstream holders on the business day following the settlement date against payment for value of the settlement date.

Secondary Market Trading

The Book Entry Interests will trade through participants of Euroclear and Clearstream and will settle in same day funds. Since the purchase determines the place of delivery, it is important to establish at the time of trading of any Book Entry Interests where both the purchaser's and the seller's accounts are located to ensure that settlement can be made on the desired value date.

NOTICE TO INVESTORS

Because the following restrictions will apply, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the notes. We do not intend to file a registration statement to register resales of the notes under the Securities Act or offer to exchange the notes for notes registered under the Securities Act.

None of the notes has been registered under the Securities Act and they may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the notes are being offered and sold only (A) to persons reasonably believed to be "qualified institutional buyers" (as defined in Rule 144A promulgated under the Securities Act ("Rule 144A")) ("QIBs") in compliance with Rule 144A and (B) outside the United States to persons other than U.S. persons ("non-U.S. purchasers," which term shall include dealers or other professional fiduciaries in the United States acting on a discretionary basis for non-U.S. beneficial owners (other than an estate or trust)) in reliance upon Regulation S under the Securities Act ("Regulation S"). As used herein, the terms "United States" and "U.S. person" have the meanings given to them in Regulation S.

Each purchaser of notes from the Initial Purchasers, by its acceptance thereof, will be deemed to have represented and agreed as follows:

(1) It is not an "affiliate," as defined in Rule 144 under the Securities Act, of us, or acting on our behalf, it is purchasing the notes for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is either (A) a QIB, and is aware that the sale to it is being made in reliance on Rule 144A or (B) a non-U.S. purchaser that is outside the United States (or a non-U.S. purchaser that is a dealer or other fiduciary as referred to above);

(2) It acknowledges that the notes have not and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;

(3) It shall not resell or otherwise transfer any of such notes within one year after the original issuance of the notes except (A) to us or any of our subsidiaries, (B) inside the United States to a QIB in a transaction complying with Rule 144A, (C) outside the United States in an offshore transaction in compliance with Rule 904 under the Securities Act (if available), (D) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available) or (E) in accordance with another exemption from the registration requirements of the Securities Act (and based upon an opinion of counsel if we so request);

(4) It agrees that it will give to each person to whom it transfers the notes notice of any restrictions on transfer of such notes;

(5) The purchaser confirms that:

   (a) such purchaser has such knowledge and experience in financial and business matters, that it is capable of evaluating the merits and risks of purchasing the notes, and such purchaser and any accounts for which it is acting are each able to bear the economic risks of its or their investment,

   (b) such purchaser is not acquiring the notes with a view towards any distribution thereof in a transaction that would violate the Securities Act or the securities laws of any state of the United States or any other applicable jurisdictions; provided that the disposition of its property and the property of any accounts for which such purchaser is acting as fiduciary shall remain at all times within its control; and

(c) such purchaser has received a copy of the offering memorandum and acknowledges that such purchaser has had access to such financial and other information, and has been afforded the opportunity to ask such questions to our representatives and those of the guarantors and receive answers thereto, as it deemed necessary in connection with its decision to purchase the notes;

(6) It acknowledges that prior to any proposed transfer of notes in certificated form or of beneficial interests in a note in global form (in each case other than pursuant to an effective registration statement) the holder of notes or the holder of beneficial interests in a global note, as the case may be, may be required to provide certifications and other documentation relating to the manner of such transfer and submit such certifications and other documentation as provided in the indenture;

(7) It understands that all of the notes will bear a legend substantially to the following effect unless otherwise agreed by us and the holder thereof;

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH BELOW. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT, (2) AGREES THAT IT WILL NOT WITHIN ONE YEAR AFTER THE ORIGINAL ISSUANCE OF THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY) RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO BELDEN INC. OR ANY SUBSIDIARY THEREOF, (B) INSIDE THE UNITED STATES TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (C) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT (IF AVAILABLE), (D) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), (E) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR (F) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, (3) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND, AND (4) EITHER (X) IS NOT ACQUIRING OR HOLDING SUCH NOTE WITH THE ASSETS OF AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA")) THAT IS SUBJECT TO TITLE I OF ERISA, A PLAN, INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT THAT IS SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), ANY ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE "PLAN ASSETS" OF ANY OF THE FOREGOING, OR A FOREIGN PLAN, A GOVERNMENTAL PLAN OR CHURCH PLAN SUBJECT TO PROVISIONS UNDER ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE ("SIMILAR LAWS"); OR (Y) THE ACQUISITION, HOLDING AND SUBSEQUENT DISPOSITION OF SUCH NOTE (OR ANY INTEREST IN SUCH NOTE) BY IT, THROUGHOUT THE PERIOD THAT IT HOLDS SUCH NOTE, WILL NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAW. IN CONNECTION WITH ANY TRANSFER OF THIS SECURITY WITHIN

ONE YEAR AFTER THE ORIGINAL ISSUANCE OF THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY) PURSUANT TO (C), (D) OR (E), THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE TRUSTEE AND THE COMPANY SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS EITHER OF THEM MAY REASONABLY REQUIRE TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANING GIVEN TO THEM BY REGULATION S UNDER THE SECURITIES ACT;

(8) Either (i) the purchaser is not acquiring or holding such note with the assets of (A) an "employee benefit plan" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) that is subject to Title I of ERISA, (B) a plan, individual retirement account or other arrangement that is subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), (C) any entity whose underlying assets are considered to include "plan assets" of any of the foregoing, or (D) a foreign plan, a governmental plan or church plan subject to provisions under any federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code ("Similar Laws"); or (ii) the acquisition, holding and subsequent disposition of such note (or any interest in such note) by the purchaser, throughout the period that it holds such note, will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Law;

(9) It acknowledges that the Trustee will not be required to accept for registration of transfer any notes acquired by it, except upon presentation of evidence satisfactory to us and the Trustee that the restrictions set forth herein have been complied with;

(10) It acknowledges that we, the Guarantors, the Initial Purchasers and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and agrees that if any of the acknowledgments, representations or agreements deemed to have been made by its purchase of the notes are no longer accurate, it shall promptly notify us the Guarantors, and the Initial Purchasers. If it is acquiring the notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgments, representations, and agreements on behalf of each account; and

(11) Each purchaser of the notes that is (1) an employee benefit plan subject to Title I of ERISA, (2) a plan or account subject to Section 4975 of the Code or (3) an entity deemed to hold "plan assets" of any such employee benefit plan, plan or account, hereby represents and warrants, solely for purposes of assisting each Initial Purchaser in relying on the exception from fiduciary status under U.S. Department of Labor Regulation Section 29 CFR 2510.3-21(c)(1), that a fiduciary acting on its behalf is causing it to purchase the notes and that such fiduciary:

(a) Is an entity specified in Section 29 CFR 2510.3-21(c)(1)(i)(A)-(E);

(b) Is independent (for purposes of Section 29 CFR 2510.3-21(c)(1)) of each Initial Purchaser;

(c) Is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies, including the purchaser's transactions with each Initial Purchaser hereunder;

(d) Has been advised that, with respect to each Initial Purchaser, neither the Initial Purchaser nor any of its respective affiliates has undertaken or will undertake to provide impartial investment advice, or has given or will give advice in a fiduciary capacity, in connection with the purchaser's transactions with the Initial Purchaser contemplated hereby;

(e) Is a "fiduciary" under Section 3(21)(a) of ERISA or Section 4975(e)(3) of the Code, or both, as applicable, with respect to, and is responsible for exercising independent judgment in evaluating, the purchaser's transactions with each Initial Purchaser contemplated hereby; and

(f) Understands and acknowledges the existence and nature of the underwriting discounts, commissions and fees, and any other related fees, compensation arrangements or financial interests, described in this offering memorandum; and understands, acknowledges and agrees that no such fee or other compensation is a fee or other compensation for the provision of investment advice, and that none of the Initial Purchasers nor any of their respective affiliates, nor any of their respective directors, officers, members, partners, employees, principals or agents has received or will receive a fee or other compensation from the purchaser or such fiduciary for the provision of investment advice (rather than other services) in connection with the purchaser's transactions with each Initial Purchaser contemplated hereby.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following discussion summarizes certain United States federal income tax considerations that may be relevant to the acquisition, ownership and disposition of the notes. This discussion is based upon the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), applicable U.S. Treasury regulations promulgated thereunder, judicial authority and administrative interpretations, all as of the date of this document, and all of which are subject to change, possibly with retroactive effect, or are subject to different interpretations. We cannot assure you that the Internal Revenue Service (the "IRS") will not challenge one or more of the tax consequences described in this discussion, and we have not obtained, nor do we intend to obtain, a ruling from the IRS or an opinion of counsel with respect to the U.S. federal income tax consequences of acquiring, holding or disposing of the notes.

This discussion is limited to holders who purchase the notes in this offering for cash at a price equal to the issue price of the notes (i.e., the first price at which a substantial amount of the notes is sold for cash other than to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) and who hold the notes as capital assets (generally property held for investment). This discussion does not address any U.S. federal tax considerations other than U.S. federal income tax considerations (such as estate and gift tax considerations), the Medicare tax on net investment income, or the tax considerations arising under the laws of any foreign, state, local or other jurisdiction or any income tax treaty. In addition, this discussion does not address all tax considerations that may be important to a particular holder in light of the holder's circumstances, or to certain categories of investors that may be subject to special rules, such as:

- dealers in securities or currencies;
- traders in securities that have elected the mark-to-market method of accounting for their securities;
- U.S. holders (as defined below) whose functional currency is not the U.S. dollar;
- U.S. holders who hold notes through a non-U.S. broker or other non-U.S. intermediary;
- persons holding notes as part of a hedge, straddle, conversion or other "synthetic security" or integrated transaction;
- persons who purchase notes in this offering and who sell 2022 Notes pursuant to the Tender Offer;
- former U.S. citizens or long-term residents of the United States;
- financial institutions;
- insurance companies;
- regulated investment companies;
- real estate investment trusts;
- persons subject to the alternative minimum tax;
- entities that are tax-exempt for U.S. federal income tax purposes; and
- partnerships and other pass-through entities and holders of interests therein.

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds notes, the U.S. federal income tax treatment of a partner in the partnership generally will depend upon the status of the partner, the activities of the partnership, and certain determinations made at the partner level. Accordingly, partnerships considering an investment

in the notes and partners in such partnerships should consult their tax advisors as to the particular U.S. federal income tax consequences of acquiring, holding and disposing of the notes.

INVESTORS CONSIDERING THE PURCHASE OF NOTES ARE URGED TO CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES UNDER OTHER U.S. FEDERAL TAX LAWS OR UNDER THE LAWS OF ANY STATE, LOCAL OR FOREIGN JURISDICTION OR UNDER ANY APPLICABLE INCOME TAX TREATY.

Certain Additional Payments

In certain circumstances (see "Description of Notes—Optional Redemption" and "Description of Notes—Repurchase at the Option of Holders—Change of Control"), we may be obligated to pay amounts on the notes that are in excess of stated interest or principal on the notes. These potential payments may implicate the provisions of the U.S. Treasury regulations relating to "contingent payment debt instruments." We do not intend to treat the possibility of paying such additional amounts as causing the notes to be treated as contingent payment debt instruments. It is possible that the IRS may take a different position, in which case, if such position is sustained, a holder might be required to accrue ordinary interest income at a higher rate than the stated interest rate and to treat as ordinary income rather than capital gain any gain realized on the taxable disposition of the notes. The remainder of this discussion assumes that the notes will not be treated as contingent payment debt instruments. Prospective investors should consult their own tax advisors regarding the possible application of the contingent payment debt instrument rules to the notes.

U.S. Tax Consequences to U.S. holders

The following summary will apply to you if you are a U.S. holder of the notes. You are a "U.S. holder" for purposes of this discussion if you are a beneficial owner of a note and you are for U.S. federal income tax purposes:

- an individual who is a U.S. citizen or U.S. resident alien;
- a corporation that was created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust (1) the administration of which is subject to the primary supervision of a U.S. court and that has one or more United States persons that have the authority to control all substantial decisions of the trust, or (2) that has made a valid election under applicable U.S. Treasury regulations to be treated as a United States person.

Interest on the Notes

Interest on the notes generally will be taxable to you as ordinary income at the time it is received or accrued in accordance with your regular method of accounting for U.S. federal income tax purposes.

If you are a cash method taxpayer, you will be required to include in income the U.S. dollar value of the Euro interest payment based on the spot rate of exchange in effect on the date of receipt, regardless of whether the payment is in fact converted to U.S. dollars. You will not recognize foreign currency gain or loss with respect to the receipt of such payment, but you may have foreign currency gain or loss attributable to the actual disposition of the Euros received.

If you are an accrual method taxpayer, you must accrue interest income on a note in Euros and translate the amount accrued into U.S. dollars based on one of two methods. Under the first method, you accrue interest income on the note in Euros and translate the amount accrued into U.S. dollars based on the average exchange rate in effect during the interest accrual period (or, if that period spans two taxable years, during the portion of the interest accrual period in the relevant taxable year). The average exchange rate for an accrual period (or partial period) is the simple average rate for each business day of such period or other average exchange rate for the period reasonably derived and consistently applied by you. Under the second method, you may elect to accrue interest income at the spot rate of exchange on the last day of the accrual period (or the last day of the taxable year within such accrual period if the accrual period spans more than one taxable year), or at the spot rate of exchange on the date of receipt, if such date is within five business days of the last day of the accrual period. If you make an election under the second method above, you must apply that method consistently to all debt instruments from year to year and you cannot change the election without the consent of the IRS. When interest is actually paid, you will generally recognize currency exchange gain or loss, taxable as ordinary income or loss from sources within the United States, equal to the difference between (i) the value of the Euros received as interest, as translated into U.S. dollars using the spot rate on the date of receipt, and (ii) the U.S. dollar amount previously included in income with respect to such payment.

Disposition of the Notes

You will generally recognize capital gain or loss on the sale, redemption, exchange, retirement or other taxable disposition of a note equal to the difference, if any, between the proceeds you receive (excluding any proceeds attributable to accrued but unpaid interest which will be taxable as ordinary interest income to the extent you have not previously included such amounts in income) and your adjusted tax basis in the notes. Subject to the discussion below, the proceeds you receive generally will be the U.S. dollar value of the Euros received calculated at the spot rate of exchange on the date of disposition and your adjusted tax basis in the note generally will be the U.S. dollar value of the Euro purchase price on the date of purchase calculated at the spot rate of exchange on that date. However, if the notes are traded on an established securities market and you are a cash method U.S. holder (or an electing accrual method U.S. holder), you will determine your adjusted tax basis and amount realized by using the spot rate of exchange in effect on the settlement date of the purchase or disposition, as the case may be. This special election available to an accrual method U.S. holder in regard to the purchase and sale of notes traded on an established securities market must be applied consistently by such U.S. holder to all debt instruments from year to year and cannot be changed without the consent of the IRS.

Subject to the rules applicable to foreign currency exchange gain or loss (described below), any gain or loss will be long-term capital gain or loss if you held the note for more than one year at the time of the sale, redemption, exchange, retirement or other disposition. Long-term capital gains of individuals, estates and trusts currently are subject to a reduced rate of U.S. federal income tax. The deductibility of capital losses is subject to certain limitations.

You will generally recognize foreign currency gain or loss on the disposition of a note to the extent the U.S. dollar value of the Euros received for the note, based on a spot rate at the time you dispose of the note (or the spot rate of exchange on the settlement date, if applicable), is greater or less than the U.S. dollar value of the Euros paid for the note, based on the spot rate at the time you acquired the note (or the spot rate of exchange on the settlement date, if applicable). Any resulting foreign currency gain or loss will be ordinary income or loss. You will only recognize such foreign currency gain or loss to the extent you have gain or loss, respectively, on the overall disposition of the note.

Transactions in Euros

Euros received as interest on, or on a disposition of, a note will have an adjusted tax basis equal to their U.S. dollar value at the time such interest is received or at the time such proceeds are received. You will generally recognize gain or loss on a sale, or other taxable disposition of such Euros equal to the difference between (i) the amount of U.S. dollars, or the fair market value in U.S. dollars of other property received in such sale or other taxable disposition, and (ii) your adjusted tax basis in such Euros. As discussed above, if the notes are traded on an established securities market, a cash basis U.S. holder (or an electing accrual basis U.S. holder) will determine the U.S. dollar value of the Euros by translating the Euros received at the spot rate of exchange on the settlement date of the sale or other taxable disposition. Accordingly, the amount realized and your adjusted tax basis in the Euros received would be equal to the spot rate of exchange on the settlement date.

Any gain or loss recognized by you on a sale or other disposition of Euros generally will be ordinary income or loss and will not be treated as interest income or expense.

Tax Return Disclosure Requirement

Treasury regulations that apply to ''reportable transactions'' require the reporting of certain transactions to the IRS based on any of several indicia, including the recognition of foreign currency and certain other losses in excess of a threshold amount. You are urged to consult your own tax advisors regarding these rules, including any requirement to file IRS Form 8886 (Reportable Transaction Disclosure Statement).

Information Reporting and Backup Withholding

Information reporting generally will apply to payments of interest on, and the proceeds of the sale, exchange or other disposition (including a redemption or retirement) of, notes held by you, and backup withholding will also generally apply to such payments unless you provide the applicable withholding agent with a taxpayer identification number, certified under penalties of perjury, as well as certain other information or otherwise establish an exemption from backup withholding. Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules is allowable as a credit against your U.S. federal income tax liability, if any, and a refund may be obtained from the IRS if the amounts withheld exceed your actual U.S. federal income tax liability and you timely provide the required information and appropriate claim form to the IRS.

U.S. Tax Consequences to Non-U.S. Holders

The following summary will apply to you if you are a non-U.S. holder of notes. You are a "non-U.S. holder" for purposes of this discussion if you are a beneficial owner of notes that, for U.S. federal income tax purposes, is an individual, corporation, estate or trust and that is not a U.S. holder.

Interest on the Notes

Subject to the discussions below regarding backup withholding and FATCA (as defined below), payments to you of interest on the notes generally will not be subject to U.S. federal income tax and will be exempt from withholding of U.S. federal income tax under the "portfolio interest" exemption if you properly certify as to your foreign status, as described below, and:

- you do not own, directly or indirectly, actually or constructively, 10% or more of the total combined voting power of all classes of our stock entitled to vote;
- you are not a "controlled foreign corporation" that is related to us (actually or constructively);
- you are not a bank whose receipt of interest on the notes is in connection with an extension of credit made pursuant to a loan agreement entered into in the ordinary course of your trade or business; and
- interest on the notes is not effectively connected with your conduct of a U.S. trade or business.

The portfolio interest exemption and several of the special rules for non-U.S. holders described below generally apply only if you also appropriately certify as to your foreign status. You can generally meet this certification requirement by providing a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form) to the applicable withholding agent. If you hold the notes through a financial institution or other agent acting on your behalf, you may be required to provide appropriate certifications to the agent. Your agent will then generally be required to provide appropriate certifications to the applicable withholding agent, either directly or through other intermediaries. Special rules apply to foreign partnerships, estates and trusts, and in certain circumstances certifications as to the foreign status of partners, trust owners or beneficiaries may have to be provided to the applicable withholding agent. In addition, special rules apply to qualified intermediaries that enter into withholding agreements with the IRS.

If you cannot satisfy the requirements described above, payments of interest made to you will be subject to U.S. federal withholding tax at a 30% rate, unless (i) you provide the applicable withholding agent with a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form) claiming an exemption from (or a reduction of) withholding under the benefits of an income tax treaty, or (ii) the payments of such interest are effectively connected with your conduct of a trade or business in the United States. (See "—Income or Gain Effectively Connected with a U.S. Trade or Business.").

Disposition of the Notes

Subject to the discussions below regarding backup withholding and FATCA, you generally will not be subject to U.S. federal income tax on any gain realized on the sale, redemption, exchange, retirement or other taxable disposition of a note unless:

- the gain is effectively connected with the conduct by you of a U.S. trade or business (and, if required by an applicable income tax treaty, is treated as attributable to a permanent establishment maintained by you in the United States); or
- you are an individual who has been present in the United States for 183 days or more in the taxable year of disposition and certain other requirements are met.

If you are a non-U.S. holder whose gain is described in the first bullet point above, you generally will be subject to U.S. federal income tax in the manner described under "—Income

or Gain Effectively Connected with a U.S. Trade or Business." If you are a non-U.S. holder described in the second bullet point above, you will generally be subject to U.S. federal income tax at a flat rate of 30% (or lower applicable income tax treaty rate) on the gain derived from the sale or other disposition, which may be offset by certain U.S. source capital losses. To the extent that any portion of the amount realized on a sale, redemption, exchange, retirement or other taxable disposition of a note is attributable to accrued but unpaid interest on the note, this amount generally will be taxed in the same manner as described above in "—Interest on the Notes."

Income or Gain Effectively Connected with a U.S. Trade or Business

If any interest on the notes or gain from the sale, redemption, exchange, retirement or other taxable disposition of the notes is effectively connected with a U.S. trade or business conducted by you, then the interest income or gain will be subject to U.S. federal income tax at regular graduated income tax rates generally in the same manner as if you were a U.S. holder unless an applicable income tax treaty provides otherwise. Effectively connected interest income will not be subject to U.S. federal withholding tax (unless an applicable income tax treaty provides otherwise) if you satisfy certain certification requirements by providing to the applicable withholding agent a properly executed IRS Form W-8ECI (or successor form). In addition, if you are a corporation, that portion of your earnings and profits that is effectively connected with your U.S. trade or business may also be subject to a "branch profits tax" at a 30% rate, unless an applicable income tax treaty provides for a lower rate. For this purpose, interest received on a note and gain recognized on the disposition of a note will be included in earnings and profits if the interest or gain is effectively connected with the conduct by you of a U.S. trade or business.

Information Reporting and Backup Withholding

Payments to you of interest on a note, and amounts withheld from such payments, if any, generally will be required to be reported to the IRS and to you. Copies of the information returns reporting such interest payments and withholding may also be made available to the tax authorities of the country in which you reside or are established under the provisions of a specific treaty or agreement.

Backup withholding generally will not apply to payments to you of interest on a note if the certification described in "—U.S. Tax Consequences to Non-U.S. Holders—Interest on the Notes" is duly provided or you otherwise establish an exemption.

Payment of the proceeds from the disposition of a note effected by the U.S. office of a U.S. or foreign broker will be subject to information reporting requirements and backup withholding unless you properly certify under penalties of perjury as to your foreign status on IRS Form W-8BEN or IRS Form W-8BEN-E (or other applicable or successor form) and certain other conditions are met or you otherwise establish an exemption. Information reporting requirements and backup withholding generally will not apply to any payment from the proceeds of the disposition of a note effected outside the United States by a foreign office of a broker. However, unless such a broker has documentary evidence in its records that you are a non-U.S. holder and certain other conditions are met, or you otherwise establish an exemption, information reporting will apply to a payment of the proceeds of the disposition of a note effected outside the United States by such a broker if it has certain relationships with the United States.

Backup withholding is not an additional tax. Any amount withheld under the backup withholding rules is allowable as a credit against your U.S. federal income tax liability, if any,

and a refund may be obtained from the IRS if the amounts withheld exceed your actual U.S. federal income tax liability and you timely provide the required information and appropriate claim form to the IRS.

Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the Code and the U.S. Treasury regulations and administrative guidance issued thereunder (referred to as "FATCA") impose a 30% U.S. federal withholding tax on payments of interest on the notes and on the gross proceeds from the sale or other disposition of the notes (if such sale or other disposition occurs after December 31, 2018), if paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code) (including, in some cases, when such foreign financial institution or non-financial foreign entity is acting as an intermediary), unless: (i) in the case of a foreign financial institution, such institution enters into an agreement with the U.S. government to withhold on certain payments, and to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity and debt holders of such institution, as well as certain account holders that are foreign entities with U.S. owners); (ii) in the case of a non-financial foreign entity, such entity certifies that it does not have any "substantial United States owners" (as defined in the Code) or provides the withholding agent with a certification identifying its direct and indirect substantial United States owners (generally by providing an IRS Form W-8BEN-E); or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules and provides appropriate documentation (such as an IRS Form W-8BEN-E). Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States with respect to these rules may be subject to different rules. Under certain circumstances, a beneficial owner of notes might be eligible for refunds or credits of such taxes. You are urged to consult your tax advisor regarding the effects of FATCA on your investment in the notes.

THE PRECEDING DISCUSSION OF CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. WE URGE EACH PROSPECTIVE INVESTOR TO CONSULT ITS OWN TAX ADVISOR REGARDING THE PARTICULAR U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF ACQUIRING, HOLDING AND DISPOSING OF OUR NOTES, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAWS.

CERTAIN ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with the acquisition and holding of the notes by employee benefit plans that are subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), plans, individual retirement accounts and other arrangements that are subject to Section 4975 of the Code or employee benefit plans that are governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA), non-U.S. plans (as described in Section 4(b)(4) of ERISA) or other plans that are not subject to Title I of ERISA or Section 4975 of the Code but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "Similar Laws"), and entities whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each, a "Plan").

This summary is based on the provisions of ERISA and the Code (and related regulations and administrative and judicial interpretations) as of the date of this offering memorandum. This summary does not purport to be complete, and no assurance can be given that future legislation, court decisions, regulations, rulings or pronouncements will not significantly modify the requirements summarized below. Any of these changes may be retroactive and may thereby apply to transactions entered into prior to the date of their enactment or release. This discussion is general in nature and is not intended to be all inclusive, nor should it be construed as investment or legal advice.

General Fiduciary Matters

ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (an "ERISA Plan") and prohibit certain transactions involving the assets of an ERISA Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of an ERISA Plan or the management or disposition of the assets of an ERISA Plan, or who renders investment advice for a fee or other compensation to an ERISA Plan, is generally considered to be a fiduciary of the ERISA Plan.

In considering an investment in the notes with a portion of the assets of any Plan, a fiduciary should consider the Plan's particular circumstances and all of the facts and circumstances of the investment and determine (i) whether the acquisition and holding of a note is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code, or any Similar Law relating to the fiduciary's duties to the Plan, including, without limitation the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws, (ii) whether in the future there may be no market in which to sell or otherwise dispose of the notes, and (iii) whether the acquisition or holding of the notes will constitute a "prohibited transaction" under Section 406 of ERISA or Section 4975 of the Code (please see discussion under "Prohibited Transaction Issues" below).

Prohibited Transaction Issues

Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are "parties in interest," within the meaning of ERISA, or "disqualified persons," within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the ERISA Plan that engages in such a non-exempt prohibited transaction may be subject to penalties and

liabilities under ERISA and the Code. The acquisition and/or holding of the notes by an ERISA Plan with respect to which the issuer, the initial purchaser, or a guarantor is considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption.

In this regard, the U.S. Department of Labor has issued prohibited transaction class exemptions, or "PTCEs," that may provide exemptive relief for direct or indirect prohibited transactions resulting from the sale, acquisition or holding of the notes. These class exemptions include, without limitation, PTCE 75-1, respecting certain transactions involving employee benefit plans and broker-dealers, reporting dealers and banks; PTCE 84-14, as amended, respecting certain transactions determined by independent qualified professional asset managers; PTCE 90-1, respecting certain investments by insurance company pooled separate accounts; PTCE 91-38, respecting certain investments by bank collective investment funds; PTCE 95-60, respecting certain life insurance company general accounts; and PTCE 96-23, respecting certain transactions determined by in-house asset managers. In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code each provide relief from the prohibited transaction provisions of ERISA and Section 4975 of the Code for certain transactions, provided that (i) neither the issuer of the notes nor any of its affiliates (directly or indirectly) has or exercises any discretionary authority or control or render any investment advice with respect to the assets of any ERISA Plan involved in the transaction and (ii) the ERISA Plan pays no more than adequate consideration in connection with the transaction. Each of these statutory exemptions and PTCEs contain conditions and limitations on their application and do not provide relief from the self-dealing prohibitions under ERISA and the Code. It should also be noted that even if the conditions specified in one or more of these exemptions are met, the scope of relief provided by these exemptions may not necessarily cover all acts that might be construed as prohibited transactions. Accordingly, the fiduciary of an ERISA Plan that is considering acquiring and/or holding the notes in reliance on any of these, or any other exemptions, should carefully review the exemption and consult with its counsel to confirm that it is applicable. There can be no, and we do not provide any, assurance that any of these exemptions or any other exemption will be available with respect to the acquisition or holding of the notes, or that all of the conditions of any such exemptions will be satisfied.

Because of the foregoing, the notes should not be acquired or held by any person investing "plan assets" of any Plan, unless such acquisition and holding will not constitute a non-exempt prohibited transaction under ERISA or the Code or a similar violation of any applicable Similar Laws.

Due to the complexity of these rules and the excise taxes, penalties and liabilities that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering acquiring and/or holding the notes on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such investment and whether an exemption would be applicable to the acquisition and holding of the notes. Purchasers of the notes have the exclusive responsibility for ensuring that their acquisition and holding of the notes complies with the fiduciary responsibility rules of ERISA and does not violate the prohibited transaction rules of ERISA, the Code or applicable Similar Laws. The sale of the notes to a Plan is in no respect a representation by us or any of our affiliates or representatives that such an investment meets all relevant legal requirements with respect to investments by any such Plan or that such investment is appropriate for any such Plan.

PLAN OF DISTRIBUTION

We, our subsidiary guarantors and the Initial Purchasers have entered into a purchase agreement dated , 2017 (the "Purchase Agreement") relating to the offering and sale of the notes. In the Purchase Agreement, the Initial Purchasers have severally agreed to purchase from us and we have agreed to sell to the Initial Purchasers, the entire principal amount of the notes.

The Purchase Agreement provides that the obligations of the Initial Purchasers to pay for and accept delivery of the notes are subject to, among other conditions, the delivery of certain legal opinions. If the Initial Purchasers take any of the notes, they are obligated to take and pay for all of the notes.

The Initial Purchasers propose initially to offer and sell the notes at the offering price set forth on the front cover of this offering memorandum. After the initial offering of the notes, the price at which the notes are being offered may be changed at any time without notice. Certain of the Initial Purchasers may make offers and sales of the notes in the United States through their respective affiliates. One or more of the Initial Purchasers may sell through affiliates or appropriately licensed entities for sales of the notes in jurisdictions in which they are otherwise not prohibited.

The notes have not and will not be registered under the Securities Act or any state securities laws and we will not offer to exchange the notes in a registered exchange offer. The notes may not be offered or sold within the United States or to, or for the account or benefit of U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and other applicable securities laws. We have been advised by the Initial Purchasers that they propose to resell the notes to (a) persons they reasonably believe to be qualified institutional buyers in reliance on Rule 144A under the Securities Act or (b) outside the United States to certain persons in reliance on Regulation S under the Securities Act. See "Notice to Investors." In connection with sales outside the United States, the Initial Purchasers have agreed that they will not offer, sell or deliver the notes to, or for the account or benefit of, U.S. persons (1) as part of their distribution at any time or (2) otherwise prior to 40 days after the later of the commencement of this offering and the date the notes were originally issued. The Initial Purchasers will send to each dealer to whom they sell notes during such period a confirmation or other notice setting forth the restrictions on offers and sales of the notes within the United States or to, or for the account or benefit of, U.S. persons. As used in this paragraph, the terms used in this paragraph have the meanings given to them in Regulation S under the Securities Act.

We have agreed with the Initial Purchasers that we will not offer or issue any other debt securities substantially similar to the notes from the date hereof through the date that is 60 days after the date hereof without the prior written consent of Deutsche Bank AG, London Branch. We will indemnify the several Initial Purchasers against certain liabilities, including liabilities under the Securities Act, or will contribute to payments that the several Initial Purchasers may be required to make in respect of any such liabilities.

Currently, there is no public market for the notes. The Initial Purchasers have advised us that they intend to make a market in the notes as permitted by applicable laws; however, they are not obligated to make a market in the notes and may discontinue such market-making activities at any time without providing any notice. In addition, such market-making activities will be subject to the limits imposed by the Securities Act and the Exchange Act. Accordingly, no assurance can be given as to the liquidity of any trading market for the notes. Although an

application will be made for the notes to be admitted to the Official List of the Irish Stock Exchange and admitted to trading on its Global Exchange Market, we cannot assure you this application will be approved or that an active trading market will develop for the notes, or if one does develop, that it will be liquid.

In connection with the offering of the notes, the Initial Purchasers may engage in transactions that stabilize, maintain or otherwise affect the price of the notes. Specifically, the Initial Purchasers may bid for and purchase notes in the open market to stabilize the price of the notes. The Initial Purchasers may also overallot in connection with the offering of the notes, creating a syndicate short position and may bid for and purchase notes in the open market to cover the syndicate short position. In addition, the Initial Purchasers may bid for and purchase the notes in market-making transactions and impose penalty bids. Any of these activities may stabilize or maintain the market price of the notes above independent market levels that might otherwise prevail. The Initial Purchasers are not required to engage in any of these activities, and may end any of them at any time.

The Initial Purchasers and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, cash management, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the Initial Purchasers and their respective affiliates have provided, and may in the future provide, a variety of these services to the issuer and to persons and entities with relationships with the issuer, for which they received or will receive customary fees and expenses. The Initial Purchasers will receive customary commissions and discounts under the Purchase Agreement upon the consummation of the offering of the notes pursuant to this offering memorandum. Certain of the Initial Purchasers or their affiliates act as agents and/or lenders under our revolving credit agreement. Certain of the Initial Purchasers or their affiliates are holders of our 2022 Notes and, accordingly, may receive a portion of the proceeds of this offering in connection with the Tender Offer.

In the ordinary course of their various business activities, the Initial Purchasers and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments including serving as counterparties to certain derivative and hedging agreements, and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the issuer. The Initial Purchasers and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Under Rule 15c-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), trades in the secondary market generally are required to settle in three business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes prior to the date that is three business days preceding the settlement date will be required, by virtue of the fact that the notes initially will settle in T+ , to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement.

Purchasers of the notes who wish to trade the notes during such period should consult their own advisor.

Notice to Prospective Investors in the European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), the Initial Purchasers have represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") they have not made and will not make an offer of notes which are the subject of the offering contemplated by this offering memorandum to the public in that Relevant Member State other than:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the issuer for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of notes shall require the issuer or any Initial Purchaser to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of notes to the public" in relation to any notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase or subscribe the notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

Notice to Prospective Investors in the United Kingdom

Each Initial Purchaser has acknowledged and agreed that:

(a) (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell the notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the "FSMA") by the issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the notes in circumstances in which Section 21(1) of the FSMA does not apply to the issuer or the guarantors; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect anything done by it in relation to the notes in, from or otherwise involving the United Kingdom.

Notice to Prospective Investors in Hong Kong

The notes may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation or document relating to the notes may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Notice to Prospective Investors in Japan

The securities have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the Financial Instruments and Exchange Law) and each underwriter has agreed that it will not offer or sell any securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

Notice to Prospective Investors in Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the notes may not be circulated or distributed, nor may the notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA"), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the notes are subscribed or purchased under Section 275 by a relevant person which is: (a) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units of shares and debentures of that corporation or the beneficiaries'

rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the notes under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

Notice to Prospective Investors in Canada

The notes may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106—Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103—Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this offering memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor. Pursuant to section 3A.3 of National Instrument 33-105—Underwriting Conflicts ("NI 33-105"), the initial purchasers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Sales in the United States may be made through certain affiliates of the initial purchasers. One or more of the initial purchasers may use affiliates or other appropriately licensed entities for sales of the notes in jurisdictions in which such initial purchasers are not otherwise permitted.

LEGAL MATTERS

Certain legal matters in connection with the offering and sale of the notes and the guarantees will be passed upon for us by Vinson & Elkins L.L.P., Houston, Texas. Certain legal matters in connection with this offering will be passed upon for the Initial Purchasers by Cahill Gordon & Reindel LLP, New York, New York.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The consolidated financial statements and the related consolidated financial statements schedule of Belden Inc. at December 31, 2016 and 2015, and for each of the three years in the period ended December 31, 2016, incorporated into this offering memorandum by reference to our Current Report on Form 8-K filed on June 26, 2017 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon which is incorporated herein by reference. Ernst & Young LLP is located at 190 Carondelet Plaza, Suite 1300, St. Louis, Missouri 63105, United States, and is registered with the Public Company Accounting Oversight Board in the United States.

Listing of the Notes

Application has been made for listing particulars to be approved by the Irish Stock Exchange and for the notes to be admitted to the Official List of the Irish Stock Exchange and admitted to trading on its Global Exchange Market in accordance with the rules of the Irish Stock Exchange. We will submit this offering memorandum to the competent authority in connection with the listing application. This offering memorandum does not constitute listing particulars for the purposes of such application. We cannot guarantee that the application for admission of the notes to the Official List of the Irish Stock Exchange will be approved, and settlement of the notes is not conditioned on obtaining this listing. We will provide notification of any optional redemption, change of control or any change in the rate of interest payable on the notes to the Irish Stock Exchange.

Listing Agent

We will maintain a listing agent in Ireland for as long as any of the notes are listed on the Irish Stock Exchange, to the extent so required by the rules of the Irish Stock Exchange. We reserve the right to vary such appointment and we will provide notice of such change of appointment to holders of the notes and the Irish Stock Exchange.

Authorization of Issuance of the Notes

Except as may otherwise be indicated in this offering memorandum, all authorizations, consents and approvals to be obtained by us, for or in connection with the creation and issue of the notes, the performance of our obligations expressed to be undertaken by us and the distribution of this offering memorandum, have been or will be obtained and are or will be in full force and effect upon the issuance of the notes. The issuance of the notes was authorized by resolutions of our board of directors adopted on or prior to the date of this offering memorandum. The issuance of the guarantees of the notes were authorized by resolutions of the boards of directors and shareholders, as applicable of each Guarantor adopted on or prior to the date of this offering memorandum.

Litigation

During the past 12 months, we have not been a party to any litigation, governmental or arbitration proceedings that may have, or have had in the recent past, a significant effect on our financial position or profitability.

No Material Adverse Change

Except as otherwise indicated in this offering memorandum, there has not been a significant change in our financial or trading position or our prospects since December 31, 2016.

Documents Available

For so long as the notes remain available and admitted to the Official List of the Irish Stock Exchange and admitted to trading on the Global Exchange Market, anyone who receives this offering memorandum may obtain hard copies of our Bylaws, the Indenture and the Guarantees. See "Where You Can Find More Information."

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. These reports, proxy statements and other information contain additional information about us. You may read and copy these materials at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for more information about the operation of the Public Reference Room. The SEC also maintains a web site that contains reports, proxy and information statements, and other information about issuers who file electronically with the SEC. The Internet address of the site is *http://www.sec.gov*. You may also obtain certain of these documents on our web site at *http://www.belden.com*. However, the contents of our web site do not constitute part of this offering memorandum.

INCORPORATION BY REFERENCE

This offering memorandum incorporates by reference the information set forth in our Annual Report on Form 10-K for the year ended December 31, 2016 filed with the SEC on February 17, 2017 (except for any sections superseded by Items 8.01 and 9.01 of our Current Report on Form 8-K filed on June 26, 2017), including the information specifically incorporated by reference into our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 from our definitive proxy statement on Schedule 14A filed with the SEC on April 5, 2017, our Quarterly Report on Form 10-Q for the quarterly period ended April 2, 2017 filed with the SEC on May 8, 2017, and our Current Reports on Form 8-K filed with the SEC on May 5, 2017, May 22, 2017, May 26, 2017 and June 26, 2017. Therefore, important information may be disclosed to you by referring you to another document filed separately with the SEC. The information incorporated by reference is considered to be part of this offering memorandum.

We also incorporate by reference the information contained in all other documents that we file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than portions of these documents that are furnished under item 2.02 or Item 7.01 of a Current Report on Form 8-K, unless otherwise indicated therein) after the date of this offering memorandum and prior to the termination of this offering.

You may obtain a copy of these filings and the Indenture, at no cost, by writing or telephoning us at the following address:

Belden Inc.
1 North Brentwood Boulevard, 15th Floor
St. Louis, Missouri 63105
(314) 854-8000
Attention: Investor Relations

Any statement contained in this offering memorandum or in a document incorporated or deemed to be incorporated by reference herein will be deemed to be modified or superseded for purposes of this offering memorandum to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this offering memorandum. Statements contained in this offering memorandum as to the contents of any contract or other document referred to in this offering memorandum do not purport to be complete and, where reference is made to the particular provisions of such contract or other document, such provisions are qualified in all respects to all of the provisions of such contract or other document.

We have not authorized any dealer salesperson or other person to give any information or represent anything to you other than the information contained in this offering memorandum. You must not rely on unauthorized information or representations.

This offering memorandum does not offer to sell or 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.

The information in this offering memorandum is current only as of the date on its cover, and may change after that date. For any time after the cover date of this offering memorandum, we do not represent that our affairs are the same as described or that the information in this offering memorandum is correct nor do we imply those things by delivering this offering memorandum or selling securities to you.

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