

(i) Designation and Replacement of Issuing Banks. Account Parties shall designate each Revolving Lender (or an Affiliate of a Revolving Lender identified by such Revolving Lender to Parent Borrower for such purpose) to be an Issuing Bank hereunder and such Revolving Lender (or the Affiliate of such Revolving Lender, as the case may be) upon such designation shall agree to become an Issuing Bank, except that a Revolving Lender shall not be required to be an Issuing Bank with the consent of Administrative Agent and Parent Borrower; provided, that, Parent Borrower's consent shall not be required in the determination of which Lenders are Issuing Banks on the Closing Date. Such Account Party shall notify the Administrative Agent of any such designation. No Lender that is not an Issuing Bank on the Closing Date may thereafter become an Issuing Bank without the consent of Administrative Agent, such Lender and Parent Borrower. Upon a Revolving Lender becoming an Issuing Bank after the date hereof, Schedule 2.05 shall be amended by Administrative Agent (and no consent or approval of Lenders shall be required with respect to such amendment) to adjust the sublimits for each Issuing Bank set forth on such Schedule in such amounts as Parent Borrower, Administrative Agent and such Issuing Bank may agree. An Issuing Bank may be replaced at any time by Administrative Agent with the approval of Parent Borrower or by Parent Borrower with the approval of Administrative Agent. Administrative Agent may amend Schedule 2.05 to reflect any such change permitted by this Section 2.05(i) (without the consent or approval of Lenders). The Administrative Agent shall notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the applicable Account Party shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.11(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all

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previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement solely with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

(j) Cash Collateralization. If (i) any Event of Default shall occur and be continuing, (ii) the Administrative Agent has declared the Revolving Loans outstanding hereunder due and payable pursuant to Section 7.01 or (iii) in the case of a Defaulting Lender, there shall exist any LC Exposure that cannot be reallocated among the non-Defaulting Lenders pursuant to Section 2.21(c) then, on the Business Day that an Account Party receives notice from the Administrative Agent or the Required Revolving Lenders demanding the deposit of cash collateral pursuant to this paragraph, such Account Party shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders (or, in the case of clause (iii), the non-Defaulting Lenders), an amount in cash equal to the LC Exposure (or, in the case of clause (iii), the LC Exposure of the Defaulting Lender that cannot be fully reallocated pursuant to Section 2.21(c)(i)) as of such date attributable to Letters of Credit issued for the account of such Account Party plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to Holdings, any Borrower or any Account Party described in clause (h) or (i) of Section 7.01; provided further that, in the case of clause (iii), an Account Party may, if approved by each applicable Issuing Bank in its sole discretion, provide other credit support in lieu of the deposit of cash collateral pursuant to this paragraph. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of such Account Party under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and request of an Account Party (and at such Account Party's risk and expense), subject to approval by the Administrative Agent, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse any Issuing Bank that is not a Defaulting Lender for LC Disbursements in respect of Letters of Credit issued for the account of such Account Party for which such Issuing Bank has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of such Account Party for the LC Exposure at such time or, if the maturity of the Loans has been accelerated, be applied to satisfy the other Obligations.

(k) Extended Letters of Credit. An Account Party may request that an Issuing Bank allow, and an Issuing Bank may (in its sole discretion) agree to allow, one or more Letters of Credit issued by it to expire later than the date that is five Business Days prior to the Scheduled Maturity Date. Any such Letter of Credit is referred to herein as an “Extended Letter of Credit”. The following provisions shall apply to any Extended Letter of Credit, notwithstanding any contrary provision set forth herein.

(i) The participations of each Revolving Lender in each Extended Letter of Credit shall terminate at the close of business on the date that is five Business Days prior to the Scheduled Maturity Date, with the effect that Revolving Lenders shall not have any obligations to acquire participations in any LC Disbursement made thereafter or otherwise with respect to such Extended Letter of Credit, except with respect to demands for drawings submitted on or prior to such date.

(ii) On or prior to the date that is fifteen days prior to the Scheduled Maturity Date (or on the date of any earlier termination of the Commitments), each Account Party shall deposit with each Issuing Bank an amount in cash (or other credit support approved by such Issuing Bank in its

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sole discretion) equal to the LC Exposure as of such date attributable to the Extended Letters of Credit issued by such Issuing Bank for the account of such Account Party. Each such deposit shall be held by the applicable Issuing Bank in an account maintained by it as collateral for the obligations of such Account Party in respect of such Extended Letters of Credit. Each applicable Issuing Bank shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the request of an Account Party (and at such Account Party’s risk and expense) and subject to the agreement of the relevant Issuing Bank (not to be unreasonably withheld), such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the relevant Issuing Bank to reimburse LC Disbursements in respect of such Extended Letters of Credit issued for the account of such Account Party for which such Issuing Bank has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of any reimbursement obligations of such Account Party for such Issuing Bank’s LC Exposure at such time and, to the extent of any excess over such Issuing Bank’s LC Exposure at such time, returned to the applicable Account Party.

(iii) After the close of business on the date that is five Business Days prior to the Scheduled Maturity Date, the fees that would have accrued pursuant to clause (i) of Section 2.11(b) (if the participations of the Revolving Lenders in the Extended Letters of Credit had not terminated) shall continue to accrue on the LC Exposure in respect of each Extended Letter of Credit and shall be payable to each applicable Issuing Bank for its own account.

#### SECTION 2.06. Funding of Borrowings

(a) Each Revolving Lender shall make each Revolving Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 12:00 pm, New York City time for any Revolving Loans to be made on the Closing Date and for any Revolving Loans thereafter by 1:00 p.m., New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Revolving Lenders; provided that Swingline Loans shall be made as provided in Section 2.04(a). The Administrative Agent will make such Revolving Loans available to the applicable Borrower by promptly crediting the amounts so received, in like funds, to an account of such Borrower maintained with the Administrative Agent in New York City and designated by such Borrower in the applicable Borrowing Request or to such other account as may be designated in writing by Parent Borrower to Administrative Agent prior to the Closing Date and as is reasonably satisfactory to Administrative Agent; provided that ABR Revolving Loans made to finance the reimbursement of an LC Disbursement as provided in Section 2.05(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank; and provided further that Revolving Loans made to finance the reimbursement of a Protective Advance shall be retained by the Administrative Agent or, to the extent that the Revolving Lenders have made payments pursuant to Section 2.04(b)(ii) to reimburse the Administrative Agent in respect of any such Protective Advance, respectively, remitted by the Administrative Agent to such Revolving Lenders as their interests may appear.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing (or, in respect of the reimbursement of an LC Disbursement under Section 2.05(e), such Revolving Lender's Participation Amount), the Administrative Agent may assume that such Lender has made such share (or such Revolving Lender's Participation Amount, as applicable) available on such date in accordance with paragraph (a) of this Section and may (but shall not be required to), in reliance upon such assumption, make available to the applicable Borrower (or the applicable Issuing Bank, as applicable) a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing (or such Revolving Lender's Participation Amount, as applicable) available to the Administrative Agent, then the applicable Lender and the applicable Borrower (or the

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applicable Issuing Bank, as applicable) severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to such Borrower (or such Issuing Bank, as applicable) to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender or such Issuing Bank, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of such Borrower, the interest rate applicable to ABR Loans. If (x) with respect to such Borrowing, such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing or (y) with respect to such reimbursement of such LC Disbursement, the applicable Account Party shall reimburse the applicable LC Disbursement before the applicable Revolving Lender or Issuing Bank reimburses the Administrative Agent as provided in this paragraph, then the Administrative Agent shall be entitled to receive or retain the amount due to it as provided above together with interest payable by such Account Party with respect to the period commencing on the date that the Administrative Agent funded its payment to the applicable Issuing Bank.

(c) Each Term Lender shall make the Term Loan to be made by it hereunder on the Closing Date by wire transfer of immediately available funds by 12:00 pm, New York City time to the account of the Term Agent most recently designated by it for such purpose by notice to the Term Lenders. The Term Agent will make such Term Loans available to the Parent Borrower by promptly crediting the amounts so received, in like funds, to an account of the Parent Borrower maintained with the Term Agent designated by the Parent such Borrower in the applicable Borrowing Request or to such other account as may be designated in writing by Parent Borrower to Term Agent prior to the Closing Date and as is reasonably satisfactory to Term Agent.

#### SECTION 2.07. Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the applicable Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section. Such Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Swingline Borrowings or Protective Advances, which may not be converted or continued.

(b) To make an election pursuant to this Section, the relevant Borrower shall notify the Administrative Agent (or in the case of an election with respect to Term Loans, the Term Agent) of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if such Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery, telecopy or electronic transmission to the Administrative Agent (or in the case of an election with respect to Term Loans, the Term Agent) of a written Interest Election Request in substantially the form of Exhibit F hereto or otherwise in a form reasonably approved by the Administrative Agent (or in the case of an election with respect to Term Loans, the Term Agent) and, in each case, signed by such Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

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(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period" and which shall not extend beyond the Scheduled Maturity Date applicable to the Borrowing to which such Interest Election Request applies at such time.

If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the relevant Borrower shall be deemed to have selected an Interest Period of one month's duration.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent (or in the case of an election with respect to Term Loans, the Term Agent) shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the relevant Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent (or in the case of an election with respect to Term Loans, the Term Agent), at the request of the Required Revolving Lenders as to Revolving Loans and at the request of the Required Term Lenders as to Term Loans, so notifies the Parent Borrower, then, so long as an Event of Default is continuing (i) no outstanding Revolving Borrowing or Term Loan Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Revolving Borrowing and Eurodollar Term Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

#### SECTION 2.08. Termination and Reduction of Revolving Commitments.

(a) Unless previously terminated, the Revolving Commitments shall terminate on the Maturity Date.

(b) The Parent Borrower may at any time terminate, or from time to time reduce, the Revolving Commitments; provided that (i) each reduction of the Revolving Commitments shall be in an amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000 and (ii) the Parent Borrower shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.10, the sum of the Revolving Credit Exposures would exceed the Revolving Credit Line Cap.

(c) The Parent Borrower shall notify the Administrative Agent of any election to terminate or reduce the Revolving Commitments under paragraph (b) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and

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the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Revolving Lenders of the contents thereof. Each notice delivered by the Parent Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of the Revolving Commitments delivered by the Parent Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or other events, in which case such notice may be revoked by the Parent Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Revolving Commitments shall be permanent. Each reduction of the Revolving Commitments shall be made ratably among the Revolving Lenders based on their Applicable Revolving Percentage.

SECTION 2.09. Repayment of Loans; Evidence of Debt.

(a) Each Borrower hereby unconditionally promises to pay:

(i) to the Revolving Agent for the account of each Revolving Lender the then unpaid principal amount of each Revolving Loan owed by such Borrower to such Lender on the Maturity Date;

(ii) to the Term Agent for the account of each Term Lender the then unpaid principal amount of each Term Loan owed by such Borrower to such Lender on the Maturity Date;

(iii) to each Swingline Lender the then unpaid principal amount of each Swingline Loan owed to such Swingline Lender by such Borrower on the earlier of the Maturity Date and the first date after such Swingline Loan is made that is the 15th or last day of a calendar month and is at least two Business Days after such Swingline Loan is made; provided that on each date that a new Revolving Borrowing is made, such Borrower shall repay all Swingline Loans of such Borrower then outstanding;

(iv) to the Revolving Agent the then unpaid principal amount of each Protective Advance on the earliest of (A) the Maturity Date, (B) the day that is 30 days after the making of such Protective Advance (or if such day is not a Business Day, the next succeeding Business Day) and (C) 3 Business Days following demand by the Administrative Agent;

(v) to the Term Agent for the account of each Term Lender, beginning on October 1, 2014, and on the first day of each calendar quarter thereafter, equal consecutive quarterly installments of principal each in the amount of \$1,250,000.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts (the "Loan Account") in which it shall record (i) the amount of each Revolving Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Revolving Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof. The Term Agent shall maintain accounts in which it shall record (i) the amount of each Term Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from each

Borrower to each Term Lender hereunder and (iii) the amount of any sum received by the Term Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) To the extent not paid when due, Administrative Agent may, at its option (but shall have no obligation to) advance any interest with respect to any ABR Loan (but in no event, except as provided below, earlier than the fourth Business Day after such due date), or any LIBOR Loan, or any scheduled fees pursuant to Section 2.11(a) or (b) (but in no event, except as provided below, for such scheduled fees earlier than the fourth Business Day after such due date) to which any Agent or Lender is entitled from the Loan Parties and may charge the same to the Loan Account in accordance with its customary practice and shall advise Parent Borrower of any such advance or charge promptly after the making thereof. Any amount which is added to the principal balance of the Loan Account as provided in this Section shall bear interest at the interest rate then and thereafter applicable to ABR Loans. Notwithstanding anything to the contrary contained herein, at any time a Specified Event of Default has occurred and is continuing, Administrative Agent may at its option (but shall have no obligation to) advance any such amounts provided for in this clause (d) or any other amounts to which any Agent or Lender is entitled from the Loan Parties and may charge the same to the Loan Account (which shall not be deemed to be a waiver of any such Specified Event of Default or any other Event of Default). All amounts in respect of interest, fees or other amounts payable by Loan Parties in respect of Revolving Credit Exposure shall be sent by Federal funds wire transfer to the Revolving Agent Payment Account, except as Administrative Agent may otherwise agree. All amounts in respect of interest, fees or other amounts payable by Loan Parties in respect of the Term Loans shall be sent by Federal funds wire transfer to the Term Agent Payment Account, except as Term Agent may otherwise agree.

(e) The entries made in the accounts maintained pursuant to paragraph (b),(c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of each Borrower to repay its Loans in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the applicable Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in substantially the form of Exhibit G hereto. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

(g) On each Business Day during any Cash Dominion Period, except to the extent that during a continuing Event of Default the Administrative Agent elects, or the Required Lenders direct, amounts to be applied as set forth in Section 2.17(h), the Administrative Agent shall apply all immediately available funds credited to the Concentration Account, and the Administrative Agent may, in its Permitted Discretion, apply other amounts contained in Control Accounts or, subject to the terms of the Existing Intercreditor Agreement or any other applicable Intercreditor Agreement, any other amounts received by or on behalf of Administrative Agent (except for (i) amounts permitted to be held as Permitted Investments pursuant to Section 6.04(a) and (ii) proceeds of assets, other than ABL Priority Collateral, which assets are subject to Liens permitted under Section 6.02, to the extent such proceeds are required to be applied to the payment of the applicable obligations secured thereby), in each case, first to prepay any Protective Advances that may be outstanding, pro rata, second to prepay any Swingline Loans that may be outstanding, third to prepay any Revolving Loans that may be outstanding, it being understood that any prepayments of Revolving Loans shall be applied in accordance with Section 2.17(h), fourth to cash collateralize outstanding LC Exposure in the manner provided in Section 2.05(j) and fifth,

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to prepay any Term Loans (including any Additional Term Loans, if any, except to the extent such Additional Term Loans are to be paid after the other Term Loans, in which case, sixth, to prepay any Additional Term Loans) that may be outstanding. If the Borrowers are required to provide (and have provided the required amount of) cash collateral pursuant to this Section 2.09(g), the amount of such cash collateral (to the extent not otherwise required to be maintained by any other provision of this Agreement) shall be returned to the Borrowers within two Business Days after the last day of such Cash Dominion Period.

SECTION 2.10. Optional and Mandatory Prepayment of Revolving Loans and Term Loans.

(a) Each Borrower shall have the right at any time and from time to time to prepay any of its Borrowings in whole or in part, subject to prior notice in accordance with paragraph (f) of this Section.

(b) Each Borrower may, subject to the terms of this Section and subject to prior notice in accordance with paragraph (c) of this Section, except as otherwise provided in Sections 2.09(g) or 2.17(h)(ii), prepay to Term Agent for the account of Term Lenders the outstanding principal amount of the Term Loans in whole or ratably in part, together with accrued interest to the date of such prepayment on the principal amount prepaid; provided, that (i) each partial prepayment shall be in an aggregate principal amount of \$2,000,000 or an integral multiple of \$1,000,000 in excess thereof, and (ii) in the event of any such prepayment of a Eurodollar Loan, the applicable Borrower shall be obligated to reimburse the Term Lenders in respect thereof pursuant to Section 2.15.

(c) In the event and on each occasion that the sum of the Revolving Credit Exposures exceeds the Revolving Credit Line Cap (other than to the extent that Protective Advances permitted under Section 2.04 cause the sum of the Revolving Credit Exposures to exceed the Borrowing Base), the Borrowers shall prepay to Revolving Agent for the account of Revolving Lenders Borrowings (or, if no such Borrowings are outstanding, each Account Party shall deposit cash collateral in an account with the Administrative Agent pursuant to Section 2.05(j)) in an aggregate amount equal to such excess or (if approved by each applicable Issuing Bank in its sole discretion) provide other credit support for the applicable LC Exposure.

(d) Borrowers will be required to prepay Term Loans to Term Agent for the account of Term Lenders to the extent that Term Loans exceed the Borrowing Base (without giving effect to the Term Loan Reserve for this purpose) then in effect, together with accrued interest to the date of such prepayment on the principal amount prepaid (provided, that in the event of any such prepayment of a Eurodollar Loan, the applicable Borrower shall be obligated to reimburse the Lenders in respect thereof pursuant to Section 2.15) after compliance with Section 2.10(c).

(e) In the event that there shall be Consolidated Excess Cash Flow for any fiscal year of Holdings and its Subsidiaries (commencing with the fiscal year ending in January 2016), Borrowers shall, no later than 90 days after the end of such fiscal year, prepay the Term Loans in an aggregate amount equal to (i) 50% of such Consolidated Excess Cash Flow minus (ii) (a) any voluntary repayments of the Term Loans made with Internally Generated Cash (excluding, for the avoidance of doubt, repurchases of loans under the Existing Term Loan Agreement pursuant to Section 10.6(i) of the Existing Term Loan Agreement as in effect on the date hereof and repayment of loans under the Existing Term Loan Agreement with the cash proceeds of any refinancing indebtedness) and (b) any optional prepayments of term loans under the Existing Term Loan Agreement (or mandatory prepayments of the Existing Term Loan Agreement required to be made based on "Consolidated Excess Cash Flow" (as defined in the Existing Term Loan Agreement) from such fiscal year); provided, that if, as of the last day of the most

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recently ended fiscal year of Holdings and its Subsidiaries, the Senior Secured Leverage Ratio (determined for any such period by reference to the calculation of the Senior Secured Leverage Ratio as of the last day of such fiscal year, delivered pursuant to Section 5.01(c)) shall be (A) equal to or less than 3.50:1.00 and greater than 2.75:1.00, Borrowers shall only be required to make the prepayments otherwise required by this Section 2.10(e) in an amount equal to 25% of such Consolidated Excess Cash Flow minus (i) any voluntary repayments of the Term Loans and (ii) any optional prepayments of term loans under the Existing Term Loan Agreement (or mandatory prepayments of the Existing Term Loan Agreement required to be made based on "Consolidated Excess Cash Flow" (as defined in the Existing Term Loan Agreement) from such fiscal year) and (B) equal to or less than 2.75:1.00, Borrower shall not be required to make any prepayment pursuant to this Section 2.10(e). Notwithstanding anything herein to the contrary, no payments shall be required under this Section 2.10(e) for any fiscal year to the extent that, on the 90th day following the end of such fiscal year or on any earlier date Borrowers may otherwise elect to make such payment, the sum of (1) Excess Availability and (2) the aggregate amount of cash and cash equivalents of the Loan Parties in excess of the Operating Cash Threshold, after giving effect to such payment, would be less than 27.5% of the Revolving Credit Line Cap; provided that such payment shall be required to be made hereunder on the first day that, for the immediately preceding 30 consecutive days, the sum of (x) Excess Availability

and (y) the aggregate amount of cash and cash equivalents of the Loan Parties in excess of the Operating Cash Threshold, after giving effect to such payment, is greater than or equal to 27.5% of the Revolving Credit Line Cap. Concurrently with any prepayment of the Term Loans pursuant hereto, Borrowers shall deliver to Administrative Agent and Term Agent a certificate of a Financial Officer demonstrating the calculation of the amount of the applicable net proceeds or Consolidated Excess Cash Flow, as the case may be. In the event that Borrowers shall subsequently determine that the actual amount received exceeded the amount set forth in such certificate, Borrowers shall promptly make an additional prepayment of the Term Loans in an amount equal to such excess, and Borrowers shall concurrently therewith deliver to Administrative Agent and Term Agent a certificate of a Financial Officer demonstrating the derivation of such excess.

(f) The applicable Borrower shall notify the Administrative Agent (and, in the case of prepayment of a Swingline Loan, the applicable Swingline Lender, and in the case of prepayment of Term Loans, Term Agent and in the case of Revolving Loans, Revolving Agent) by telephone (confirmed by telecopy or electronic transmission) of any prepayment hereunder (other than a prepayment resulting from an application of funds pursuant to Section 2.09(g)) (i) in the case of prepayment of a Eurodollar Revolving Borrowing or a Eurodollar Term Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment, (ii) in the case of prepayment of an ABR Revolving Borrowing or ABR Term Borrowing not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment or (iii) in the case of prepayment of a Swingline Loan, not later than 12:00 noon, New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.08, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.08. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent (or, in the case of Term Loans, the Term Agent) shall advise the Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall be in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Revolving Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.12.

(g) Any prepayment of the Term Loan required pursuant to this Section 2.10 shall be applied to the next four scheduled installments of principal payable by Borrowers in respect of the Term Loans with the balance applied to the remaining installments of principal payable by Borrowers in respect

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of the Term Loans in the inverse order of maturity; provided that any voluntary prepayment of the Term Loans shall be applied to the scheduled installments of the Term Loans as Parent Borrower shall direct (or, if not so directed, in the direct order of maturity).

#### SECTION 2.11. Fees.

(a) The Parent Borrower agrees to pay to the Revolving Agent for the account of each Revolving Lender a commitment fee, which shall accrue at the Applicable Commitment Fee Percentage on the daily unused amount of the Revolving Commitment of such Lender during the period from and including the Closing Date to but excluding the date on which such Revolving Commitment terminates. Accrued commitment fees shall be payable in arrears on the last day of March, June, September and December of each year and on the date on which the Revolving Commitments terminate, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). For purposes of computing commitment fees, the Revolving Commitment of a Lender shall be deemed to be used to the extent of the outstanding Revolving Loans and LC Exposures of such Lender (and the Swingline Exposure of such Lender shall be considered Revolving Loans for such purposes).

(b) The Parent Borrower agrees to pay (i) to the Revolving Agent for the account of each Revolving Lender a participation fee with respect to its participations in (A) Stand-by Letters of Credit, which shall accrue at the Applicable Revolving Loan Margin for Eurodollar Borrowings, and (B) Trade Letters of Credit, which shall accrue at a rate equal to 50% of the Applicable Revolving Loan Margin used for Eurodollar Borrowings, in each case on the average



daily amount of such Revolving Lender's LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Closing Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure, and (ii) to each Issuing Bank a fronting fee, which shall accrue at the rate of 0.125% per annum, on the average daily amount of the LC Exposure in respect of Stand-by Letters of Credit issued by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Closing Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the third Business Day following such last day, commencing on the first such date to occur after the Closing Date; provided that all such fees shall be payable on the date on which the Revolving Commitments terminate and any such fees accruing after the date on which the Revolving Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this paragraph shall be payable within 10 days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed.

(c) In the event that, prior to the 6 month anniversary of the Closing Date, all or any portion of the Term Loans is (i) repaid, prepaid, refinanced or replaced with any term loan financing, or (ii) repriced or effectively refinanced through any waiver, consent, amendment or amendment and restatement, and in the case of each of (i) and (ii), above, the effect thereof is to lower the All-in Yield of the Term Loans (or portion thereof) or new term loan financing, as applicable, from the All-in Yield of the Term Loans (or portion thereof) so repaid, prepaid, refinanced, replaced or repriced (a "Repricing Event"), the Borrowers shall pay to Term Agent for the account of Term Lenders (A) in the case of clause (i), a prepayment premium equal to 1.00% of the

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aggregate principal amount of the Term Loans so repaid, prepaid, refinanced, replaced or repriced and (B) in the case of clause (ii), a fee equal to 1.00% of the aggregate principal amount of the Term Loans repriced or effectively refinanced through such waiver, consent, amendment or amendment and restatement; provided, that, no such fee shall be payable, in the case of clause (i) or (ii), if the Repricing Event is due to, or in connection with, a Change in Control. If all or any portion of the Term Loans held by any Term Lender is subject to mandatory assignment pursuant to Section 9.02(f) as a result of, or in connection with, such Term Lender not agreeing or otherwise consenting to any waiver, consent or amendment referred to in clause (ii) above (or otherwise in connection with a Repricing Event) on or prior to the 6 month anniversary of the Closing Date, the Borrowers shall pay to such Term Lender (and not any Person replacing such Term Lender pursuant to Section 9.02(f), its pro rata portion (as determined immediately prior to it being so replaced) of the a prepayment premium under clause (ii) of the immediately preceding sentence. Such amounts shall be due and payable on the date of effectiveness of such Repricing Event.

(d) The Parent Borrower agrees to pay to the Revolving Agent, the Term Agent and the Lead Arrangers, as applicable, the fees payable in the amounts and at the times separately agreed upon between the Parent Borrower and such Agent and Lead Arrangers.

(e) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to the applicable Issuing Bank, in the case of fees payable to it or to the Term Agent with respect to fees under Section 2.11(c)) for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances.

#### SECTION 2.12. Interest.

(a) Revolving Loans. Each Borrower shall pay interest on the unpaid principal amount of each Revolving Loan made to it and owing to each Revolving Lender and Swingline Lender from the date of such Revolving Loan until such principal amount shall be paid in full, at the following rates per annum:

(i) ABR Loans. During such periods as such Revolving Loan is an ABR Borrowing (which shall be all times in the case of any Swingline Loan or Protective Advance), a rate per annum equal at all times to the sum of (A) the Alternate Base Rate in effect from time to time plus (B) the Applicable Revolving Loan Margin for ABR Borrowings in effect from time to time.

(ii) Eurodollar Loans. During such periods as such Revolving Loan is a Eurodollar Borrowing, a rate per annum equal at all times during each Interest Period for such Loans to the sum of (A) the Adjusted LIBO Rate for such Interest Period for such Borrowing plus (B) the Applicable Revolving Loan Margin for Eurodollar Loans in effect from time to time.

(b) Term Loans. Each Borrower shall pay interest on the unpaid principal amount of the Term Loans owing to each Term Lender from the Closing Date until such principal amount shall be paid in full, at the following rates per annum:

(i) ABR Loans. During such periods as any outstanding portion of the Term Loan is an ABR Borrowing, each such Term Loan Borrowing shall earn interest at a rate per annum equal at all times to the sum of (A) the Alternate Base Rate in effect from time to time plus (B) the Applicable Term Loan Margin for ABR Borrowings.

(ii) Eurodollar Loans. During such periods as any outstanding portion of the Term Loan is a Eurodollar Loan, each such Term Loan Borrowing shall earn interest at a rate per annum equal at all times during each Interest Period for such Eurodollar Loan to the sum of (A) the Adjusted LIBO Rate in effect from time to time plus (B) the Applicable Term Loan Margin for Eurodollar Loans.

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(c) Default Interest. Upon the occurrence and during the continuance of an Event of Default, at the option of Revolving Agent or at the request of the Required Revolving Lenders, Borrowers shall pay interest on the unpaid principal amount of each Revolving Loan and each unreimbursed LC Disbursement owing to each Revolving Lender or Issuing Bank, as applicable, or at the option of Term Agent or at the request of the Required Term Lenders, on the principal amount of the Term Loans then outstanding, in each case at a rate per annum equal to 2% per annum above the rate per annum otherwise required to be paid in respect thereof.

(d) Interest Payment Date; Payment Instructions. Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of Revolving Loans, upon termination of the Revolving Commitments; provided that (i) interest accrued pursuant to paragraph (c) of this Section or in respect of Protective Advances shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion. Interest in respect of Term Loans shall be paid to the Term Agent for the account of the Term Lenders and interest in respect of Revolving Loans shall be paid to the Revolving Agent for the account of the Revolving Lenders.

(e) Computation. All interest hereunder shall be computed on the basis of a year of 360 days, except that all computations of interest for Alternate ABR Loans (including ABR Loans determined by reference to the Adjusted LIBO Rate) shall be made on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed. The applicable Alternate Base Rate or Adjusted LIBO Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.13. Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing: