

(a) the Administrative Agent (or, in the case of the Term Loans, the Term Agent) determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders that the Adjusted LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent or the Term Agent, as applicable shall give notice thereof to the Parent Borrower and the Lenders by telephone, telecopy or electronic transmission as promptly as practicable thereafter and, until the Administrative Agent (or, in the case of the Term Loans, the Term Agent) notifies the Parent Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

SECTION 2.14. Increased Costs.

(a) Subject to Section 2.18, if any Change in Law shall:

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(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or any Issuing Bank;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) and (c) of the definition of Excluded Taxes and (C) Other Connection Taxes imposed on or measured by its gross or net income, profits or revenue (however denominated and including value-added or similar Taxes), franchise Taxes in lieu of net income, profits or revenue Taxes or any branch profits Taxes imposed by the United States (or any similar Tax imposed by any other jurisdiction)) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or any Issuing Bank or the London interbank market any other condition affecting this Agreement or Eurodollar Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurodollar Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or such Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or such Issuing Bank hereunder (whether of principal, interest or otherwise), then the relevant Borrower will pay to such Lender and the relevant Account Party will pay to such Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or such Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered in accordance with Section 2.18.

(b) Subject to Section 2.18, if any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy and liquidity), then from time to time the relevant Borrower will pay to such Lender and the relevant Account Party will pay to such Issuing Bank, as the case may be, such additional amount or

amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered in accordance with Section 2.18.

(c) A certificate of a Lender or an Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Parent Borrower and shall be conclusive and binding on all parties hereto absent manifest error. The relevant Borrower shall pay such Lender and the relevant Account Party shall pay such Issuing Bank, as the case may be, the amount shown as due on any such certificate (such amount hereinafter referred to as the "Additional Costs") within 30 days after receipt thereof.

(d) Subject to Section 2.18, failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation.

SECTION 2.15. Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Eurodollar Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.10(c) and is revoked in accordance therewith) or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Parent Borrower pursuant to Section 2.18, then, in any such event, the relevant Borrower shall compensate each Lender for the loss, cost and expense (excluding loss of anticipated profits or margin) attributable (other than loss of profit or margin) to such event. In the case of a Eurodollar Loan, such loss, cost or expense (other than loss of profit or margin) to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Parent Borrower and shall be presumptively correct absent manifest error. The relevant Borrower shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof.

SECTION 2.16. Taxes.

(a) Each payment on account of any obligation of any Loan Party hereunder to any Recipient shall be made free and clear of and without deduction for Taxes, unless such deduction is required by law. If any Loan Party or the Administrative Agent (or, in the case of the Term Loans, the Term Agent), as applicable (any such person, a "Withholding Agent") determines, in its sole discretion exercised in good faith, that it is so required to deduct or withhold Taxes, the Withholding Agent shall make such deductions and timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law. If such Taxes are Indemnified Taxes, then the sum payable by the applicable Loan Party shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.16) the Recipient receives an amount equal to the sum it would have received had no such deductions been made.

(b) In addition, the Borrowers and the Account Parties shall pay, or at the option of the Administrative Agent (or, in the case of the Term Loans, the Term Agent) timely reimburse it for, the payment of any Other Taxes to the relevant Governmental Authorities in accordance with applicable law other than any Other Taxes imposed upon any assignment or participation of a Lender's rights, interests and obligations hereunder or under any other Loan

Document; provided that the amount such Borrower or such Account Party (as the case may be) shall be required to pay to a particular Lender in respect of Other Taxes shall not exceed 1% of the aggregate amount of the Commitment of such Lender on which such Other Taxes are imposed; provided further that if a Lender is actually aware of the application of any Other Tax to any such payment, execution, delivery or registration, such Lender shall promptly notify the Parent Borrower of such Other Tax and the relevant Borrower or the relevant Account Party (as the case may be) shall thereafter have the benefit of the provisions of Section 2.18(b).

(c) Each Borrower and each Account Party shall indemnify each Recipient, within 30 days after written demand therefor, for the full amount of any Indemnified Taxes (including Indemnified

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Taxes imposed or asserted on or attributable to amounts payable under this Section 2.16) and expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of (including calculations thereof) and the basis for such payment or liability delivered to such Borrower or Account Party by the Recipient, or by the Administrative Agent (or, in the case of the Term Loans, the Term Agent) on behalf of the Recipient, shall be conclusive absent manifest error.

(d) Each Lender shall indemnify the Administrative Agent (or, in the case of the Term Loans, the Term Agent) within 10 days after demand therefor for the full amount of any Taxes attributable (but, in the case of any Indemnified Taxes, only to the extent that the Borrowers and the Account Parties have not already indemnified the Administrative Agent (or, in the case of the Term Loans, the Term Agent) for such Indemnified Taxes and without limiting the obligation of the Borrowers and the Account Parties to do so) to such Lender that are payable or paid by the Administrative Agent (or, in the case of the Term Loans, the Term Agent), and reasonable expenses arising therefrom or with respect thereto, whether or not such Excluded Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent (or, in the case of the Term Loans, the Term Agent) shall be conclusive absent manifest error.

(e) Within 30 days after the date a Borrower or an Account Party receives a receipt evidencing any payment of Indemnified Taxes by the relevant Borrower or the relevant Account Party (as the case may be) in respect of any payment to any Recipient, such Borrower or such Account Party (as the case may be) will furnish to the Administrative Agent (or, in the case of the Term Loans, the Term Agent), at its address referred to in Section 9.01, the original or a certified copy of such receipt or, if such a receipt is not available, a certificate of the treasurer or any assistant treasurer of such Borrower or such Account Party (as the case may be) setting forth the amount of such payment and the date on which such payment was made.

(f) (i) Any Lender that is entitled to an exemption from or reduction of any applicable withholding Tax with respect to payments under this Agreement shall deliver to the Parent Borrower (with a copy to the Administrative Agent (or, in the case of the Term Loans, the Term Agent)), on or prior to the date on which such Lender becomes a Lender under this Agreement and at the time or times reasonably requested by the Parent Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Parent Borrower as will permit such payments to be made without withholding or at a reduced rate. Each Lender shall promptly notify the Parent Borrower at any time it determines that it is no longer in a position to provide any such previously delivered documentation to the Parent Borrower. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.16(f)(ii)(A) through (E)) below shall not be required if in the Lender's judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, each Lender shall, to the extent it is legally entitled to do so, deliver to the Parent Borrower and the Administrative Agent (or, in the case of the Term Loans, Parent Borrower and the Term Agent) (in such number of copies as shall be requested by the Parent Borrower and the Administrative Agent (or, in the case of the Term Loans, Parent Borrower and the Term Agent)) on or prior to the date on which such Lender becomes a party hereto (and from time to time thereafter upon the request of the Parent Borrower or

the Administrative Agent (or, in the case of the Term Loans, Parent Borrower and the Term Agent)), the following as applicable:

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(A) in the case of a Lender that is a U.S. Person, a duly completed and executed IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax,

(B) in the case of a Foreign Lender claiming eligibility for benefits of an income tax treaty to which the United States is a party, a duly completed and executed IRS Form W-8BEN,

(C) in the case of a Foreign Lender for whom payments under this Agreement constitute income that is effectively connected with such Foreign Lender's conduct of a trade or business in the United States, a duly completed and executed IRS Form W-8ECI,

(D) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit D to the effect that such Foreign Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of any Borrower within the meaning of Section 871(h)(3)(B) of the Code, (C) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code and (D) the interest payments in question are not effectively connected with a U.S. trade or business conducted by such Lender (a "U.S. Tax Compliance Certificate") and (y) duly completed and executed copies of IRS Form W-8 BEN,

(E) in the case of a Foreign Lender that is not the beneficial owner of payments made under any Loan Document (for example, where the Foreign Lender is a partnership or participating Lender granting a typical participation), a duly completed and executed IRS Form W-8IMY, accompanied by a duly completed and executed Form W-8ECI, W-8BEN, U.S. Tax Compliance Certificate, Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that, if the Foreign Lender is a partnership (and not a participating Lender) and one or more beneficial owners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate on behalf of such beneficial owners, and

(F) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax duly completed together with such supplementary documentation as may be reasonably requested by the Parent Borrower in order to permit the Parent Borrower to determine the withholding or deduction required to be made.

(iii) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA, such Lender shall deliver to the Withholding Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Withholding Agent, such properly completed and executed documentation prescribed by applicable law and such additional documentation reasonably requested by the Withholding Agent as may be necessary for such Withholding Agent to comply with its obligations under FATCA, to determine that such Lender has or has not complied with such Lender's obligations under FATCA and, as necessary, to determine the amount to deduct and withhold from such payment. Solely for the purposes of this Section 2.16(f)(iii), "FATCA" shall include any amendments made to FATCA after the Closing Date.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Parent Borrower and the Administrative Agent (or, in the case of the Term Loans, Parent Borrower and the Term Agent) in writing of its legal inability to do so.

(g) If any Recipient shall become aware that it is entitled to receive a refund in respect of any Indemnified Taxes or Other Taxes as to which it has been indemnified pursuant to this Section 2.16, such Recipient shall promptly notify the Parent Borrower of the availability of such refund and shall, within 30 days after receipt of a request by the Parent Borrower, apply for such refund at the Parent Borrower's expense. If any Recipient receives a refund in respect of any Taxes for which such Recipient has received payment from an indemnifying party hereunder, it shall within 30 days after the receipt thereof repay the lesser of such refund and the amount paid by such indemnifying party with respect to such Taxes to the applicable indemnifying party, in each case net of all reasonable out-of-pocket expenses of such Recipient and with interest received by such Recipient from the relevant taxing authority attributable to such refund; provided that such indemnifying party, upon the request of such Recipient, as applicable, agree to return any such refund (plus interest, penalties and other charges) to such Recipient, as applicable, in the event such Issuing Bank, Lender or the Administrative Agent is required to pay such refund to any Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will any Issuing Bank or Lender be required to pay any amount to any Loan Party the payment of which would place the Issuing Bank or such Lender in a less favorable net after-Tax position than the Issuing Bank or such Lender would have been if the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section shall not be construed to require any Recipient to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the Loan Parties or any other Person.

(h) If (i) there is an appointment and acceptance of a successor Administrative Agent or Term Agent under Article VIII, (ii) such successor Administrative Agent or Term Agent (a) is not a U.S. Person or (b) is a partnership or other entity treated as a partnership for U.S. federal income tax purposes which is a U.S. person, but only to the extent the beneficial owners (including indirect partners if its direct partners are partnerships or other entities treated as partnerships for U.S. federal income tax purposes) are not U.S. persons, and (iii) such successor Administrative Agent or Term Agent is entitled to an exemption from or reduction of any applicable withholding Tax with respect to payments under this Agreement, then such successor Administrative Agent or Term Agent shall deliver to the Parent Borrower, on or prior to the date on which such successor Administrative Agent or Term Agent becomes an Administrative Agent or Term Agent under this Agreement and at the time or times reasonably requested by the Parent Borrower, such properly completed and executed documentation prescribed by applicable law or reasonably requested by the Parent Borrower as will permit such payments to be made without withholding or at a reduced rate. Such successor Administrative Agent or Term Agent shall promptly notify the Parent Borrower at any time it determines that it is no longer in a position to provide any such previously delivered documentation to the Parent Borrower. For the avoidance of doubt, any Administrative Agent or Term Agent that is not a U.S. Person shall not be treated as "Foreign Lender" for purposes of this Agreement. Notwithstanding anything to the contrary in the preceding three sentences, the completion, execution and submission of such documentation described in this Section 2.16(h) shall not be required if in such successor Administrative Agent's or Term Agent's judgment such completion, execution or submission would subject such successor Administrative Agent or Term Agent to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such successor Administrative Agent or Term Agent.

SECTION 2.17. Payments Generally; Pro Rata Treatment; Sharing of Set-offs.

(a) Each Borrower and each Account Party shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.14, 2.15 or 2.16, or otherwise) prior to the time expressly required hereunder for such payment (or, if no such time is expressly required, prior to 12:00 noon, New York City time, on the date when due), in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent in the

case of payments in respect of Revolving Credit Exposure and in the discretion of the Term Agent in the case of payments in respect of Term Loans, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments in respect of Revolving Credit Exposure shall be made to the Administrative Agent at the Revolving Agent Payment Account or such other place as Administrative Agent may specify and all such payments in respect of Term Loans shall be made to the Term Agent to the Term Agent Payment Account or such other place as Term Agent may specify and, except for payments to be made directly to an Issuing Bank or a Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.14, 2.15, 2.16 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent and Term Agent, as applicable, shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment under any Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under each Loan Document shall be made in dollars. At all times during a Cash Dominion Period, solely for purposes of determining the amount of Revolving Loans available for borrowing purposes, checks (in addition to immediately available funds applied pursuant to Section 2.09(g)) from collections of items of payment and proceeds of any Collateral shall be applied in whole or in part against the Obligations on the Business Day after receipt, subject to actual collection.

(b) If at any time insufficient funds are received by and available to the Administrative Agent or Term Agent, as applicable, to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal (and in the case of Revolving Lenders, unreimbursed LC Disbursements) then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal (and unreimbursed LC Disbursements as applicable) then due to such parties.

(c) If any Revolving Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Revolving Loans or participations in LC Disbursements, Protective Advances or Swingline Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Revolving Loans and participations in LC Disbursements, Protective Advances and Swingline Loans and accrued interest thereon than the proportion to which it would be entitled based on its Applicable Revolving Percentage, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Revolving Loans and participations in LC Disbursements and Swingline Loans of other Revolving Lenders in the case of such amounts received by a Revolving Lender to the extent necessary so that the benefit of all such payments shall be shared by the Revolving Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans and participations in LC Disbursements, Protective Advances and Swingline Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by any Borrower or any Account Party pursuant to and in accordance with the express terms of this Agreement or any payment obtained by the Administrative Agent in respect of any Protective Advance or by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any assignee or participant, other than to Holdings or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply).

(d) If any Term Lender shall, by exercising any right of set-off or counterclaim or similar right, obtain payment in respect of any principal of or interest on any of its Term Loans, such Term

(e) Each of the Borrowers and each of the Account Parties consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower or such Account Party (as the case may be) rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower or such Account Party (as the case may be) in the amount of such participation.

(f) Unless the Administrative Agent or Term Agent shall have received notice from a Borrower or an Account Party prior to the date on which any payment is due to Administrative Agent or Term Agent, as the case may be, from such Borrower or such Account Party (as the case may be) for the account of the Lenders or an Issuing Bank hereunder that such Borrower or such Account Party (as the case may be) will not make such payment, the Administrative Agent or the Term Agent, as applicable, may assume that such Borrower or such Account Party (as the case may be) has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable Issuing Bank, as the case may be, the amount due. In such event, if the relevant Borrower or the relevant Account Party (as the case may be) has not in fact made such payment, then each of the Lenders or the applicable Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent or the Term Agent, as applicable, forthwith on demand the amount so distributed to such Lender or such Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent or Term Agent, as applicable, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent or Term Agent, as applicable, in accordance with banking industry rules on interbank compensation.

(g) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(a)(iii), 2.04(b)(ii), 2.05(d) or (e), 2.06(b) or 2.17(d), then the Administrative Agent or the Term Agent, as applicable may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Revolving Agent or the Term Agent, as applicable for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

(h) Any proceeds of Collateral or any other amounts received by Revolving Agent and Term Agent, as applicable in accordance with this Agreement or another Loan Document (i) not constituting either (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrowers), (B) a mandatory prepayment under Section 2.10 (which shall be applied in accordance with Section 2.10), (C) amounts to be used to cash collateralize LC Exposures, (D) amounts to be applied from the Concentration Account or any other Control Account during any Cash Dominion Period (which shall be applied in accordance with Section 2.09(g)) or (ii) after an Event of Default has occurred and is continuing and the Administrative Agent so elects or the Required Lenders so direct, shall be applied ratably to the Obligations as follows: first, to pay any fees, indemnities, or expense reimbursements then due to the Administrative Agent, the Term Agent, the Co-Collateral Agents, any Issuing Lender or the Swingline Lender under any Loan Document (other than in connection with Secured Swap Obligations, Secured Supply Chain Obligations and Secured Treasury Services Obligations), second, to pay any fees or expense reimbursements then due to the Revolving Lenders from the Loan Parties in respect of Loan Document Obligations, third, to pay interest due in respect of the Protective Advances, fourth, to pay the principal of the Protective Advances, fifth, to pay interest then due and payable on the Revolving Loans (other than the Protective Advances) or unreimbursed LC Disbursements ratably, sixth, to prepay principal on the Revolving Loans (other than

the Protective Advances), unreimbursed LC Disbursements and (in an amount not to exceed the Designated Secured Obligations Reserve then in effect) the Designated Secured Swap Obligations and the Designated Secured Treasury Services Obligations ratably, seventh, to the payment of any other Loan Document Obligations due to the Administrative Agent or any Revolving Lender from the Loan Parties, eighth, to pay an amount to the Administrative Agent equal to one hundred three percent (103%) of the aggregate undrawn face amount of all outstanding Letters of Credit, to be held as cash collateral for such Obligations (provided, that, any remaining cash collateral held for any Letters of Credit shall, upon expiration of all Letters of Credit and after reimbursement of all drawings thereunder and fees and expenses related thereto, be applied to the other Obligations in the order specified in this Section 2.17(h)), ninth, to pay any fees or expense reimbursements then due to the Term Lenders from the Loan Parties in respect of Loan Document Obligations, tenth, to pay interest due in respect of the Term Loans, eleventh, to pay the principal of the Term Loans, twelfth, to the payment of

any other Loan Document Obligations due to any Term Lender from the Loan Parties, thirteenth to the payment of any amounts owing with respect to Secured Swap Obligations and Secured Treasury Services Obligations, and fourteenth, to the payment of any amounts owing with respect to Secured Supply Chain Obligations. Any payments in respect of Additional Term Loans shall only be applied to such Additional Term Loans either pari passu with, or after the payment in full of, the principal of the other Term Loans pursuant to the priority of application of payments set forth above. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by the Parent Borrower, or unless an Event of Default has occurred and is continuing, neither the Revolving Agent and Term Agent, as applicable nor any Lender shall apply any payment that it receives to a Eurodollar Loan, except (x) on the expiration date of the Interest Period applicable to any such Eurodollar Loan or (y) in the event, and only to the extent, that there are no outstanding ABR Loans of the applicable Class and, in any such event, the Borrowers shall pay the break funding payment required in accordance with Section 2.15. While any Event of Default is continuing, the Administrative Agent, the Term Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Obligations in accordance with the terms of this Agreement.

SECTION 2.18. Mitigation Obligations; Replacement of Lenders.

(a) If, with respect to any Lender, any Issuing Bank, the Administrative Agent or the Term Agent, an event or circumstance occurs that would entitle such Lender or Issuing Bank, the Administrative Agent, or the Term Agent to exercise any of the rights or benefits afforded by Section 2.14 or 2.16(a), such Lender or Issuing Bank or the Administrative Agent, promptly upon becoming aware of the same, shall take all steps as may be reasonably available (including designating a different Applicable Lending Office for funding or booking its Loans hereunder or participating in Letters of Credit or assigning its rights and obligations hereunder to another of its offices, or furnishing the proper certificates under any applicable Tax laws, Tax treaties, conventions and governmental regulations to the extent that such certificates are legally available to such Lender, Issuing Bank, Administrative Agent or Term Agent) to eliminate or mitigate the effects of any event resulting in the ability of such Lender, the Administrative Agent or Term Agent to exercise rights under any of such Sections; provided that none of any Lender, any Issuing Bank, Administrative Agent or Term Agent shall be under any obligation to take any step that, in its reasonable judgment, would (i) result in its incurring Additional Costs or Taxes in performing its obligations hereunder unless the Borrowers and the Account Parties have expressly agreed to reimburse it therefor or (ii) be materially disadvantageous to such Lender, Issuing Bank, Administrative Agent or Term Agent. Within 60 days after the occurrence of any event giving rise to any rights or benefits provided by Sections 2.14 and 2.16(a) in favor of any Lender, Issuing Bank, Administrative Agent or Term Agent, such Lender or Issuing Bank or the Administrative Agent (i) will notify the Parent Borrower of such event or circumstance and (ii) provide the Parent Borrower with a certificate setting forth in reasonable detail (x) the event or circumstance giving rise to any benefit under Sections 2.14 and 2.16(a), (y) the effective date of, and the time period during which, compensation for

any Additional Costs or Taxes are being claimed and (z) the determination of amount or amounts claimed thereby and detailed calculations with respect thereto; provided that, if such Lender or Issuing Bank or the Administrative Agent does not give the Parent Borrower such notice and certificate within the 60-day period set forth in this sentence, the relevant Borrower or the relevant Account Party (as the case may be) shall be required to indemnify such Lender or Issuing Bank or the Administrative Agent only for such Additional Costs and Taxes as are attributable to the period from and after the first date as of which such notice and certificate have been received by the Parent Borrower. Such Lender or Issuing Bank or the Administrative Agent shall notify the Parent Borrower of any change in circumstances with respect to the event specified in the above-described notice and certificate as promptly as practicable after such Lender or Issuing Bank or the Administrative Agent obtains knowledge thereof. Such certificate shall be presumptively correct absent manifest error. Notwithstanding the foregoing, none of any Lender, any Issuing Bank or the Administrative Agent shall deliver the notice and certificate described in this paragraph (a) to the Parent Borrower in respect of any Additional Costs or Taxes unless it is then the general policy of such Lender or Issuing Bank or the Administrative Agent to pursue similar rights and remedies in similar circumstances under comparable provisions of other credit agreements.

(b) With respect to Sections 2.14 and 2.16, the Parent Borrower shall have the right, should any Lender request any compensation or indemnity thereunder, or if any Lender becomes a Defaulting Lender, or if any Lender

is a Declining Lender, to (i) unless an Event of Default shall have occurred and be continuing, (A) promptly terminate such Lender's Commitment by irrevocable written notice of such termination to such Lender and the Administrative Agent without the necessity of complying with Sections 2.08(b) and (c) hereof, (B) reduce the total Commitments by the amount of such Lender's Commitment and (C) pay or prepay in immediately available funds all Loans owing to such Lender, accrued and unpaid interest thereon, accrued fees and all other amounts payable to it hereunder, or (ii) require such Lender to assign all its interests, rights and obligations under this Agreement, without recourse to or representation or warranty by such Lender, to an assignee in accordance with Section 9.04 (provided that the failure of any such Defaulting Lender to execute an Assignment and Assumption shall not render such assignment invalid and such assignment shall be recorded in the Register and any notes held by such Lender shall be automatically deemed cancelled upon such failure); provided that (x) such assignment shall not conflict with any statute, law, rule, regulation, order or decree of any Governmental Authority, (y) the assigning Lender shall have received from the relevant Borrower and the relevant Account Party and/or such assignee full payment in immediately available funds of the principal of and interest accrued on the Loans to the date of such assignment made by it hereunder and all other amounts owed to it hereunder that are subject to such assignment, provided that amounts payable under this clause (y) to any assigning Lender that is a Defaulting Lender shall be applied in accordance with Section 2.21(e), and (z) in the case of any such assignment resulting from a Lender being a Declining Lender, the assignee shall have agreed to the applicable Maturity Date Extension Request.

(c) With respect to Section 2.14 or 2.16, (i) other than with respect to Section 2.16(b), none of any Lender, any Issuing Bank or the Administrative Agent shall be entitled to exercise any right or benefit afforded thereby and neither the Borrowers nor the Account Parties shall be obligated to reimburse any Lender, any Issuing Bank or the Administrative Agent pursuant to such Sections unless (x) such Lender or Issuing Bank or the Administrative Agent has delivered to the Parent Borrower in accordance with Section 9.01 the notice and the certificate described in Section 2.18(a) hereof and (y) the Parent Borrower has had a 30-Business Day period following the receipt of such notice and certificate (if the Parent Borrower in good faith disagrees with the assertion that any payment under such Sections is due or with the amount shown as due on such certificate and so notifies the applicable Lender or Issuing Bank or the Administrative Agent of such disagreement within 10 Business Days following receipt of the notice and certificate) to negotiate with the requesting Lender or Issuing Bank or the Administrative Agent, which negotiations shall be conducted by the respective parties in good faith, and to agree upon another amount that will adequately compensate such Lender or Issuing Bank or the Administrative

Agent, it being expressly understood that if the Parent Borrower does not provide the required notice of its disagreement as provided above, the relevant Borrower or the relevant Account Party (as the case may be) shall pay the amount shown as due on the certificate on the tenth Business Day following receipt thereof and further if the Parent Borrower does provide such required notice, and negotiations are entered into but do not result in agreement by the Parent Borrower and such Lender or Issuing Bank or the Administrative Agent within the 30-Business Day period, then the relevant Borrower or the relevant Account Party (as the case may be) shall pay the amount shown as due on the certificate on the last day of such period, but in either event not earlier than the date as of which the relevant Additional Costs or Taxes are incurred, (ii) other than with respect to Other Taxes, unless the appropriate notice and certificate are delivered to the Parent Borrower within the 60-day period described in Section 2.18(a), the relevant Borrower or the relevant Account Party (as the case may be) shall be liable only for Additional Costs, Taxes or amounts required to be paid which are attributable to the period from and after the date such notice and certificate have been received by such Borrower or such Account Party, as applicable, (iii) neither the Borrowers nor the Account Parties shall be liable for any amounts incurred as a result of any change in an Applicable Lending Office of any Issuing Bank or Lender to the extent that such Issuing Bank or Lender shall have had knowledge at the time of such change in Applicable Lending Office that reimbursement or recoupment under Section 2.14 would arise as a result of such change, (iv) each Lender, each Issuing Bank and/or the Administrative Agent, as applicable, shall in good faith allocate all Additional Costs, Taxes and payments required to be made fairly among all its commitments (whether or not it seeks compensation from all affected Borrowers or Account Parties), (v) none of any Lender, any Issuing Bank or the Administrative Agent shall be entitled to exercise any right or benefit afforded hereby or receive any payment otherwise due under Sections 2.14 and 2.16 (including, without limitation, any repayment by any Borrower or any Account Party (as the case may be) of any refund of Taxes pursuant to Section 2.16(g)) which arises from any bad faith, gross negligence, fraud or willful misconduct of any Lender, any Issuing Bank or the Administrative Agent, or the failure of such Lender or Issuing Bank or the Administrative Agent to comply with the terms of this Agreement, (vi) if any Lender or

any Issuing Bank or the Administrative Agent shall have recouped any amount or received any offsetting Tax benefit (other than a refund of Taxes as described in Section 2.16(g)) or reserve or capital benefits theretofore paid to it by any Borrower or any Account Party (as the case may be), such Lender or Issuing Bank or the Administrative Agent shall promptly pay to such Borrower or such Account Party (as the case may be) an amount equal to the amount of the recoupment received by such Lender or Issuing Bank or the Administrative Agent reduced by any reasonable out-of-pocket expenses of such Lender or the Administrative Agent attributable to such recoupment, as determined in good faith by such Lender or Issuing Bank or the Administrative Agent, and (vii) the liability of the Borrowers and the Account Parties to any Lender, any Issuing Bank or the Administrative Agent with respect to any Indemnified Taxes shall be reduced to the extent that such Lender or Issuing Bank or the Administrative Agent receives an offsetting Tax benefit (or could have received such a benefit by taking reasonable measures to receive it); provided that there shall not be any reductions pursuant to this clause (vii) with respect to any Tax benefit (x) the existence of which such Lender or Issuing Bank or Administrative Agent is unaware, (y) the claiming of which would result in any cost or Tax to such Lender or Issuing Bank or the Administrative Agent (unless the relevant Borrower or the relevant Account Party (as the case may be) shall have agreed to pay its reasonably allocable portion of such cost or Tax) and (z) unless the relevant Borrower or the relevant Account Party (as the case may be) shall agree to indemnify the applicable Lender or Issuing Bank or the Administrative Agent to the extent any Tax benefit taken into account under this clause (vii) is thereafter lost or becomes unavailable.

(d) In addition to their obligations under Section 2.14 hereof, each of the Lenders, each of the Issuing Banks and the Administrative Agent hereby agrees to execute and deliver, and to make any required filings of, all certificates, agreements, documents, reports, statements and other instruments as are reasonably necessary to effectuate the purposes of this Section 2.18 and Sections 2.14 and 2.16. The

Parent Borrower agrees to pay all filing fees incurred by any Lender, any Issuing Bank or the Administrative Agent in performing its obligations under this Section 2.18.

SECTION 2.19. Settlement Among Lenders.

(a) The amount of each Lender's Applicable Revolving Percentage of outstanding Revolving Loans (including outstanding Swingline Loans) shall be computed weekly (or more frequently in the Revolving Agent's discretion) and shall be adjusted upward or downward based on all Revolving Loans (including Swingline Loans) and repayments of Revolving Loans (including Swingline Loans) received by the Revolving Agent as of 3:00 p.m. on the first Business Day (such date, the "Settlement Date") following the end of the period specified by the Revolving Agent.

(b) The Revolving Agent shall deliver to each of the Revolving Lenders promptly after a Settlement Date a summary statement of the amount of outstanding Revolving Loans and Swingline Loans for the period and the amount of repayments received for the period. As reflected on the summary statement, (i) the Revolving Agent shall transfer to each Revolving Lender its Applicable Revolving Percentage of repayments, and (ii) each Revolving Lender shall transfer to the Revolving Agent (as provided below) or the Revolving Agent shall transfer to each Lender, such amounts as are necessary to insure that, after giving effect to all such transfers, the amount of the Revolving Loans made by each Revolving Lender shall be equal to such Lender's Applicable Revolving Percentage of all Revolving Loans outstanding as of such Settlement Date. If the summary statement requires transfers to be made to the Revolving Agent by the Lenders and is received prior to 1:00 p.m. on a Business Day, such transfers shall be made in immediately available funds no later than 3:00 p.m. that day; and, if received after 1:00 p.m., then no later than 3:00 p.m. on the next Business Day. The obligation of each Revolving Lender to transfer such funds is irrevocable, unconditional and without recourse to or warranty by the Revolving Agent. If and to the extent any Revolving Lender shall not have so made its transfer to the Revolving Agent, such Revolving Lender agrees to pay to the Revolving Agent, forthwith on demand such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Revolving Agent, equal to the greater of the Federal Funds Effective Rate and a rate determined by the Revolving Agent in accordance with banking industry rules on interbank compensation plus any administrative, processing, or similar fees customarily charged by the Revolving Agent in connection with the foregoing.