
5.18 OFAC. In addition to and without limiting the generality of Section 5.16, no Loan Party, nor, to the knowledge of any Loan Party, any Related Party of a Loan Party: (i) is a Sanctioned Person, (ii) is located, organized or residing in any Designated Jurisdiction, or (iii) is or has been (within the previous five years), to the best of such Person's knowledge, engaged in any transaction with any Person who is now or was then the subject of Sanctions or who is located, organized or residing in any Designated Jurisdiction. No Loan, nor the proceeds from any Loan, has been used, directly or indirectly, to lend, contribute, provide or has otherwise been made available to fund any activity or business in any Designated Jurisdiction or to fund any activity or business of any Person located, organized or residing in any Designated Jurisdiction or who is the subject of any Sanctions, or in any other manner that will result in any violation by any Person (including any Lender, the Joint Lead Arrangers, the Administrative Agent, the L/C Issuer or the Swing Line Lender) of Sanctions.

5.19 Solvency. On the Closing Date and immediately after giving effect to the consummation of the Transactions, (a) the fair value of the assets of Holdings, the Borrower and its Subsidiaries on a consolidated basis, at a fair valuation, will exceed the debts and liabilities, subordinated, contingent or otherwise of Holdings, the Borrower and its Subsidiaries on a consolidated basis; (b) the present fair saleable value of the property of Holdings, the Borrower and its Subsidiaries on a consolidated basis will be greater than the amount that will be required to pay the probable liability of the debts and other liabilities, subordinated, contingent or otherwise of Holdings, the Borrower and its Subsidiaries on a consolidated basis, as such debts and other liabilities become absolute and matured; (c) Holdings, the Borrower and its Subsidiaries on a consolidated basis will be able to pay the debts and liabilities, subordinated, contingent or otherwise of Holdings, the Borrower and its Subsidiaries on a consolidated basis, as such debts and liabilities become absolute and matured; and (d) Holdings, the Borrower and its Subsidiaries on a consolidated basis will not have unreasonably small capital with which to conduct the businesses in which they are engaged as such businesses are now conducted and are proposed to be conducted following the Closing Date. For purposes of this representation, the amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

5.20 Labor Matters. There are no strikes pending or, to the Borrower's knowledge, overtly threatened against Holdings, the Borrower or any of its Subsidiaries which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. The hours worked and payments made to employees of Holdings, the Borrower and each of its Subsidiaries (and their predecessors) have not been in violation of the Fair Labor Standards Act or any other applicable Law, except to the extent such violations could not, in the aggregate, be reasonably expected to have a Material Adverse Effect.

5.21 Senior Indebtedness. The Obligations constitute, to the extent applicable, "Senior Debt" and "Designated Senior Debt" (however denominated) of the Loan Parties under any subordinated Indebtedness of the Loan Parties in an aggregate principal amount in excess of the Threshold Amount.

5.22 Collateral Documents. The provisions of the Collateral Documents are effective to create in favor of the Administrative Agent for the benefit of the Secured Parties a legal, valid

and enforceable first priority Lien (subject to Liens permitted by Section 7.01) on all right, title and interest of the respective Loan Parties in the Collateral described therein. Except for filings completed on or prior to the Closing Date and as contemplated hereby and by the Collateral Documents, no filing or other action will be necessary to perfect or protect such Liens other than the actions described in Section 6.15 and on Schedule 5.03.

5.23 Foreign Corrupt Practices Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977 (the “FCPA”).

5.24 Use of Proceeds. The proceeds of the borrowings under the Term Loan Facility on the Closing Date shall be used (i) to pay the Transaction Expenses and (ii) to pay a dividend or other distribution to L-3 Communications Corporation. The proceeds of the Revolving Credit Facility shall be used to provide ongoing working capital and for other general corporate purposes (including Permitted Acquisitions).

5.25 Government Relations and Material Contracts. As of the Closing Date, no notice of suspension or debarment has been issued and remains outstanding by the Federal Government to Holdings, the Borrower or any of the Material Subsidiaries, and none of Holdings, the Borrower or any of the Material Subsidiaries is a party to any pending suspension or debarment. As of the Closing Date, there is no pending or threatened litigation, or any other legal or administrative proceeding or investigation pending or threatened, against Holdings, the Borrower or any of its Subsidiaries arising from or related to any Material Contract which could reasonably be expected to have a Material Adverse Effect.

ARTICLE VI. AFFIRMATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, Holdings and the Borrower shall, and shall (except in the case of the covenants set forth in Sections 6.01, 6.02, and 6.03) cause each Subsidiary to:

6.01 Financial Statements. Deliver to the Administrative Agent (who will make available to the Lenders):

(a) The Borrower will deliver to the Administrative Agent, whether or not the Borrower or Holdings has a class of securities registered under the Exchange Act, (i) within 90 days after the end of each fiscal year of the Borrower, the annual reports and (ii) within 45 days after the end of each fiscal quarter of the Borrower, quarterly reports (except with respect to the fourth quarter of each fiscal year) that the Borrower or Holdings would be required to file if the Borrower or Holdings were subject to section 13(a) or 15(d) of the Exchange Act; provided, that any reports required to be delivered pursuant to this Section 6.01 which are made available on EDGAR or any successor system of the SEC shall be deemed delivered when so made available; and

(b) All such financial reports shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein and with prior periods (except as approved by the accountants or officer auditing or preparing such financial reports, as the case may be, and disclosed therein) and, in the case of quarterly reports, subject to year-end audit adjustments and footnote disclosures.

As to any information contained in materials furnished pursuant to Section 6.02(c), the Borrower shall not be separately required to furnish such information under subsection (a) or (b) above, but the foregoing shall not be in derogation of the obligation of the Borrower to furnish the information and materials described in subsections (a) and (b) above at the times specified therein.

6.02 Certificates; Other Information. Deliver to the Administrative Agent (who will make available to the Lenders):

(a) within five days after the date on which Borrower delivers the annual financial statements required by Section 6.01, a certificate of its independent certified public accountants certifying such financial statements without material qualification;

(b) within five days after the delivery of the financial statements required by Section 6.01, a certificate signed by a Responsible Officer of the Borrower (i) stating, to the best of such Responsible Officer's knowledge, during such period (A) that no Subsidiary has been formed or acquired (or, if any such Subsidiary has been formed or acquired, the Borrower has complied with the requirements of Section 6.10 with respect thereto), (B) that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and (C) the amount of returns on any Investments received in cash by any Loan Party during such period, and (ii) setting forth, in the form of the Compliance Certificate, the computation of the financial covenants in Section 7.11 as of the last day of the fiscal quarter most recently ended;

(c) promptly, after their becoming available, copies of all proxy statements and all registration statements filed by the Borrower or Holdings under the Securities Act of 1933, as amended (other than registration statements on Form S-8 or any registration statement filed in connection with a dividend reinvestment plan), and regular and periodic reports, if any, which the Borrower or Holdings shall have filed or are required to file, with the SEC (or any governmental agency or agencies substituted therefore) under Section 13 or Section 15(d) of the Securities and Exchange Act of 1934, as amended, or with any national securities exchange (other than those which have already been delivered pursuant to Section 6.01 or on Form 11-K or any successor form); provided, that documents required to be delivered under this clause (d) which are made available on the internet via the EDGAR, or any successor, system of the SEC shall be deemed delivered when made so available;

(d) promptly after the furnishing thereof, copies of any statement or report furnished to any holder of debt securities (with an aggregate outstanding principal amount exceeding the Threshold Amount) of any Loan Party pursuant to the terms of any indenture, loan or credit or similar agreement and not otherwise required to be furnished to the Lenders pursuant to Section 6.01 or any other clause of this Section 6.02;

(e) as soon as available, but in any event at least 15 days before the end of each fiscal year of the Borrower, a forecast prepared by management of the Borrower consisting of a consolidated balance sheet and consolidated statement of income of Holdings, the Borrower and its Subsidiaries on a quarterly basis for the immediately following fiscal year;

(f) within five days after the delivery of the financial statements required by Section 6.01(a)(i), a certificate signed by a Responsible Officer of the Borrower attaching a supplement to the Perfection Questionnaire reflecting any changes to the information set forth therein during such fiscal year or confirming that there has been no change in such information since the date of the Perfection Questionnaire or latest supplement thereto;

(g) promptly after the request by any Lender, all documentation and other information that such Lender reasonably requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the PATRIOT Act; and

(h) promptly, such additional information regarding the business, financial or corporate affairs of Holdings, the Borrower or any of its Subsidiaries, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender may from time to time reasonably request.

The Borrower hereby acknowledges that (a) the Administrative Agent and/or the Joint Lead Arrangers may, but shall not be obligated to, make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of the Borrower hereunder (collectively, “Borrower Materials”) by posting the Borrower Materials on Debt Domain, IntraLinks, Syndtrak or another similar electronic system (the “Platform”) and (b) certain of the Lenders (each, a “Public Lender”) may have personnel who do not wish to receive material non-public information with respect to Holdings, the Borrower or their respective Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons’ securities. The Borrower hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked “PUBLIC” which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof; (x) by marking Borrower Materials “PUBLIC,” the Borrower shall be deemed to have authorized the Administrative Agent, the Joint Lead Arrangers, the L/C Issuer and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to Holdings, the Borrower, their respective Affiliates or their respective securities for purposes of United States Federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.07); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Side Information;” and (z) the Administrative Agent and the Joint Lead Arrangers shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Side Information.”

6.03 Notices.

(a) Promptly upon any Responsible Officer of the Borrower obtaining knowledge of any of the following, furnish to the Administrative Agent written notice of the following:

(i) any Event of Default or Default, specifying the nature and extent thereof and the corrective action (if any) taken or proposed to be taken with respect thereto;

(ii) the filing or commencement of any action, investigation, suit or proceeding (including pursuant to any applicable Environmental Laws), whether at law or in equity or by or before any Governmental Authority, against Holdings, the Borrower or any of its Subsidiaries that could reasonably be expected to result in a Material Adverse Effect;

(iii) the (i) occurrence of any Disposition of property or assets for which the Borrower is required to make a mandatory prepayment pursuant to Section 2.05(b)(ii), (ii) incurrence or issuance of any Indebtedness for which the Borrower is required to make a mandatory prepayment pursuant to Section 2.05(b)(iii), and (iii) receipt of any Net Cash Proceeds in respect of a Recovery Event for which the Borrower is required to make a mandatory prepayment pursuant to Section 2.0(b)(ii); and

(iv) any other development that has resulted in, or could reasonably be expected to result in, a Material Adverse Effect.

(b) Notify the Administrative Agent of any material change in accounting policies or financial reporting practices by Holdings, the Borrower or any Subsidiary concurrently with the delivery of the financial statements required hereunder first affected by such change.

The Administrative Agent agrees that it will promptly send to the Lenders any written notice received by the Administrative Agent pursuant to Section 6.03(a) or (b).

6.04 Payment of Obligations. Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its (a) material taxes, fees, assessments, and other governmental charges and (b) other obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings and reserves in conformity with GAAP with respect thereto have been provided on the books of the Borrower or its Subsidiaries, as the case may be, except in the case of clause (b), to the extent any failure to pay, discharge or otherwise satisfy could not reasonably be expected to have a Material Adverse Effect.

6.05 Preservation of Existence, Etc. Except as not prohibited by Sections 7.04 and 7.05, (a) preserve, renew and keep in full force and effect its corporate existence; (b) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business except if (i) in the reasonable business judgment of Holdings, the Borrower or such Subsidiary, as the case may be, it is in its best economic interest not to preserve and maintain such rights, privileges or franchises, and (ii) such failure to preserve and

maintain such privileges, rights or franchises could not reasonably be expected to have a Material Adverse Effect; (c) keep all tangible property useful and necessary in its business in good working order and condition (ordinary wear and tear and damage by fire and/or other casualty or taking by condemnation excepted) and make all necessary repairs thereto and renewals and replacements thereof except to the extent that the failure to do so could not, in the aggregate, be reasonably expected to have a Material Adverse Effect; and (d) comply with all Contractual Obligations except to the extent that the failure to comply therewith could not, in the aggregate, be reasonably expected to have a Material Adverse Effect.

6.06 Maintenance of Insurance. Maintain with financially sound and reputable insurance companies, (a) insurance in such amounts and against such risks as are customarily maintained by companies of similar stature engaged in the same or similar businesses operating in the same or similar locations and (b) on such real property that is encumbered by any Mortgage and located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, flood insurance written in an amount not less than the outstanding principal amount of the Indebtedness secured by such Mortgage that is reasonably allocable to such real property or the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less, with a term ending not later than the maturity of the Indebtedness secured by such Mortgage. The Borrower will furnish to the Administrative Agent, upon request, information in reasonable detail as to the insurance so maintained and ensure that such insurance shall be endorsed or otherwise amended to include a customary lender's loss payable endorsement and to name the Administrative Agent as additional insured, in form and substance reasonably satisfactory to the Administrative Agent.

6.07 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

6.08 Inspection of Property; Books and Records. Keep proper books of records and account in which full, true and correct entries in conformity with GAAP and with all applicable Law in all material respects shall be made of all dealings and transactions in relation to its business and activities; and permit representatives of the Administrative Agent or any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records (except to the extent any such access is restricted by a Law) at any reasonable time on a Business Day and as often as may reasonably be desired and to discuss the business, operations, properties and financial and other condition of Holdings, the Borrower and its Subsidiaries with officers and employees of Holdings, the Borrower and its Subsidiaries and with its independent certified public accountants; provided that the Administrative Agent or such Lender shall notify the Borrower prior to any contact with such accountants and give the Borrower the opportunity to participate in such discussions; provided, further, that the Administrative Agent or such Lender shall notify the Borrower of any such visits, inspections or discussions prior to each occurrence thereof.

6.09 Use of Proceeds. Use the proceeds of the Credit Extensions for purposes not in contravention of the purposes described in Section 5.24.

6.10 Covenant to Guarantee Obligations and Give Security. (a) With respect to any property acquired after the Closing Date by any Loan Party (other than (x) any property described in paragraph (b), (c) or (d) below, (y) any Excluded Assets and (z) property acquired by any Excluded Subsidiary) as to which the Administrative Agent, for the benefit of the Secured Parties, does not have a perfected Lien, promptly (i) execute and deliver to the Administrative Agent such amendments to the applicable Collateral Documents or such other documents as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in such property, (ii) take all actions necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a perfected first priority security interest in such property, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the applicable Collateral Documents or by law and, in the case of Intellectual Property, the recordation of an Intellectual Property Security Agreement evidencing the security interest created in such Intellectual Property suitable for recordation in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or such other instrument in form and substance reasonably acceptable to the Administrative Agent, or as may be requested by the Administrative Agent and (iii) take such actions with respect to such property as are required by the applicable Collateral Documents.

(b) With respect to any fee interest in any real property owned by any Loan Party having a value (together with improvements thereof) of at least \$15,000,000 acquired after the Closing Date promptly (i) execute and deliver a first priority Mortgage, in favor of the Administrative Agent, for the benefit of the Secured Parties, covering such real property, (ii) provide the Secured Parties with (x) title insurance covering such real property in an amount equal to 110% of the purchase price of such real property (or such other lesser amount as shall be reasonably acceptable to the Administrative Agent) as well as a current ALTA survey thereof, together with a surveyor's certificate, (y) any consents, affidavits or estoppels reasonably deemed necessary or advisable by the Administrative Agent in connection with such Mortgage, each of the foregoing in form and substance reasonably satisfactory to the Administrative Agent and (z) any flood certificates and proof of flood insurance, if applicable, covering such real property, (iii) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent and (iv) take such actions with respect to such real property as are required by the applicable Collateral Documents.

(c) With respect to any new Subsidiary (other than an Excluded Subsidiary) created or acquired after the Closing Date by any Loan Party or any Subsidiary that ceases to be an Excluded Subsidiary, promptly (i) execute and deliver to the Administrative Agent such Collateral Documents as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a perfected first priority security interest in the Equity Interests of such Subsidiary, (ii) deliver to the Administrative Agent the certificates representing such Equity Interests, together with undated stock or other transfer powers, in blank, executed and delivered by a duly authorized officer of the relevant Loan Party, (iii) cause such Subsidiary (A) to become a party to the applicable Collateral Documents

(including the Guarantee and Collateral Agreement), (B) to take such actions necessary or advisable to grant to the Administrative Agent for the benefit of the Secured Parties a perfected first priority security interest in the assets of such Subsidiary as the Administrative Agent shall determine, in its reasonable discretion, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Collateral Documents or by law or as may be requested by the Administrative Agent, (iv) deliver to the Administrative Agent, for each such Subsidiary board resolutions and other secretary's certificates reasonably requested by the Administrative Agent and consistent with those delivered on the Closing Date under Section 4.01, (v) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent and (vi) take such actions with respect to such Subsidiary as are required by the applicable Collateral Documents.

(d) With respect to any new Excluded Subsidiary created or acquired after the Closing Date by any Loan Party or any Subsidiary that becomes an Excluded Subsidiary, promptly (i) execute and deliver to the Administrative Agent such Collateral Documents as the Administrative Agent deems necessary or advisable to grant to the Administrative Agent, for the benefit of the Secured Parties, a perfected first priority security interest in the Equity Interests of such Subsidiary (provided that in no event shall more than 65% of the total outstanding voting Equity Interests and 100% of the total outstanding non-voting Equity Interests of any such Subsidiary that is a Foreign Subsidiary be required to be so pledged), (ii) deliver to the Administrative Agent the certificates representing such Equity Interests, together with undated stock or other transfer powers, in blank, executed and delivered by a duly authorized officer of the relevant Loan Party and take such other action as may be necessary or, in the opinion of the Administrative Agent, desirable to perfect the Administrative Agent's security interest therein, (iii) if requested by the Administrative Agent, deliver to the Administrative Agent legal opinions relating to the matters described above, which opinions shall be in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent and (iv) take such actions with respect to such Subsidiary as are required by the applicable Collateral Documents.

(e) Notwithstanding anything to the contrary contained in this Agreement, if at any time any Subsidiary that is not required to be a Subsidiary Guarantor hereunder provides a guarantee of the Borrower's obligations in respect of any other Indebtedness or grants a Lien on its assets to secure the Borrower's obligations in respect of any other Indebtedness, then promptly (and in any event within 30 days thereof), the Borrower shall and shall cause such Subsidiary to comply with the requirements of Sections 6.10(a), 6.10(b) and 6.10(c) (without giving regard to any exceptions therein applicable to Excluded Subsidiaries).

6.11 Compliance with Environmental Laws. In each case except to the extent that failure to do so could not reasonably be expected to result in a Material Adverse Effect, comply, and cause all lessees and other Persons operating or occupying its properties to comply, in all material respects, with all applicable Environmental Laws and Environmental Permits; obtain and renew all Environmental Permits necessary for its operations and properties; and conduct any investigation, study, sampling and testing, and undertake any cleanup, removal, remedial or other action necessary to remove and clean up all Materials of Environmental Concern from any of its properties, in accordance with the requirements of all Environmental Laws; provided,

however, that none of Holdings, the Borrower or any Subsidiary shall be required to undertake any such cleanup, removal, remedial or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

6.12 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation thereof, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) to the fullest extent permitted by applicable law, subject any Loan Party's or any of its Subsidiaries' properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (ii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iii) enable the Administrative Agent, upon an Event of Default, to realize upon any assignment of Material Government Contracts made pursuant to the Loan Documents.

6.13 Maintenance of Ratings. At all times, Borrower shall use commercially reasonable efforts to maintain (i) a public corporate family rating issued by Moody's and a public corporate credit rating issued by S&P and (ii) a public credit rating from each of Moody's and S&P with respect to the Facilities (it being understood and agreed that no minimum ratings shall be required).

6.14 Material and Government Contracts. (a) Perform and observe all the terms and provisions of each Material Contract to be performed or observed by it, maintain each such Material Contract in full force and effect and enforce each such Material Contract and Material Government Contract in accordance with its terms, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Apply for and maintain all material facility security clearances and personnel security clearances required of Holdings, the Borrower and its Subsidiaries under all applicable Laws to perform and deliver under any and all Government Contracts and as otherwise may be necessary to continue to perform the business of Holdings, the Borrower and its Subsidiaries, except where failure to do so could not reasonably be expected to have a Material Adverse Effect.

6.15 Post-Closing Obligations. Deliver to the Administrative Agent executed control agreements sufficient to perfect the Administrative Agent's Lien on the relevant accounts with respect to each deposit or securities account of each Loan Party set forth on Schedule 6.15 within 60 days after the Closing Date (or such later date as the Administrative Agent may agree in its sole discretion).

ARTICLE VII. NEGATIVE COVENANTS

So long as any Lender shall have any Commitment hereunder, any Loan or other Obligation hereunder shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, Holdings and the Borrower shall not, nor shall they permit any Subsidiary to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Liens created pursuant to any Loan Document;

(b) Liens existing on the date hereof and listed on Schedule 7.01 and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.03(b), (iii) the direct or any contingent obligor with respect thereto is not changed, and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.03(b);

(c) Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in accordance with GAAP;

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or which are being contested in good faith and by appropriate proceedings;

(e) pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation and deposits securing liability to insurance carriers under insurance or self-insurance arrangements, other than any Lien imposed by ERISA;

(f) deposits to secure the performance of bids, trade contracts and leases (other than Indebtedness), statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) easements, rights-of-way, zoning restrictions, other restrictions and other similar encumbrances previously or hereafter incurred in the ordinary course of business affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the Borrower or such Subsidiary;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);

(i) Liens upon any property acquired, constructed or improved by the Borrower or any Subsidiary which are created or incurred within 180 days of such acquisition, construction or improvement to secure or provide for the payment of the purchase price of such property or the cost of such construction or improvement, including carrying costs (but no other amounts) and including Liens on any such property securing Capital Lease Obligations, provided that (x) any