or computations to any Person or otherwise to arrange its Tax affairs in any manner other than as it determines in its sole discretion.

(j) For the avoidance of doubt, for purposes of Section 5.01, the term "Lender" shall include any Issuing Bank.

Section 6. Conditions Precedent to Credit Extensions on the Closing Date.

The Agent, Swingline Lenders, the Issuing Bank and the Lenders shall not be required to fund any Loans or Swingline Loans, or arrange for the issuance of, or issue, any Letters of Credit on the Closing Date, until the following conditions are satisfied or waived.

6.01 Closing Date; Loan Documents; Notes. On or prior to the Closing Date, Parent, each Borrower, the Agent and each of the Lenders on the date hereof shall have signed a counterpart of this Agreement (whether the same or different counterparts) and shall have delivered (by electronic transmission or otherwise) the same to the Agent or, in the case of the Lenders, shall have given to the Agent telephonic (confirmed in writing), written or telex notice (actually received) at such office that the same has been signed and mailed to it.

6.02 Officer's Certificate. On the Closing Date, the Agent shall have received a certificate, dated the Closing Date and signed on behalf of the Lead Borrower (and not in any individual capacity) by a Responsible Officer of the Lead Borrower, certifying on behalf of the Lead Borrower that all of the conditions in Sections 6.06, 6.07 and 6.14 have been satisfied on such date.

6.03 Opinions of Counsel. On the Closing Date, the Agent shall have received (i) from Cravath, Swaine & Moore LLP, special counsel to Parent, an opinion addressed to the Agent and each of the Lenders and dated the Closing Date in form and substance reasonably satisfactory to the Agent and (ii) from local counsel to the Loan Parties reasonably satisfactory to the Agent practicing in those jurisdictions in which the Loan Parties are organized (if organized other than under the laws of Delaware and New York) which opinions shall be in form and substance reasonably satisfactory to the Agent.

6.04 Corporate Documents; Proceedings, etc.

(f) On the Closing Date, the Agent shall have received a certificate from each Loan Party, dated the Closing Date, signed by a Responsible Officer of such Loan Party, and attested to by the Secretary or any Assistant Secretary of such Loan Party, in the form of Exhibit D with appropriate insertions, together with copies of the certificate or articles of incorporation and by-laws (or equivalent organizational documents), as applicable, of such Loan Party and the resolutions of such Loan Party referred to in such certificate, and each of the foregoing shall be in form and substance reasonably satisfactory to the Agent.

(g) On the Closing Date, the Agent shall have received good standing certificates and bring-down confirmation, if any, for the Loan Parties which the Agent reasonably may have requested, certified by proper governmental authorities.

6.05 Refinancing of Existing Credit Agreement. Parent and its Subsidiaries shall have repaid in full all Indebtedness outstanding under the Existing Credit Agreement, together with all accrued but unpaid interest, fees and other amounts owing thereunder (other than contingent obligations not yet due and payable and Existing Letters of Credit rolled over on the Closing Date pursuant to the terms of this Agreement and other letters of credit issued thereunder that shall have been backstopped or cash collateralized in a manner reasonably satisfactory to the issuing bank therefor) and (i) all commitments to lend or make other extensions of credit thereunder shall have been terminated and (ii) all security interests and guarantees in respect of, and Liens securing, the Indebtedness and other obligations thereunder created pursuant to the security and guarantee documentation relating thereto shall have been terminated and released (or arrangements therefor reasonably satisfactory to the Agent shall have been made).

6.06 Equity Contribution; Consummation of the Merger.

(f) On or prior to the Closing Date, the Equity Contribution shall have been made and Merger Sub shall have received the proceeds thereof which, together with proceeds from loans under the Existing Credit Agreement (in an aggregate principal amount not to exceed $30,000,000), and the proceeds on the Closing Date from the Loans (in an aggregate principal amount not to exceed $30,000,000), shall be sufficient to fund the sum of (i) the Required Payment Amount (as defined in the Merger Agreement) and all other

consideration in respect of the consummation of the Merger on the closing date therefor, (ii) the repurchase of any or all of the Convertible Senior Notes that may be tendered (if required to be paid pursuant to the terms of the Convertible Senior Notes on or prior the Closing Date) and (iii) the consummation of the Refinancing of the Existing Credit Agreement on the Closing Date and the payment of all related fees, commissions and expenses.

(g) The Merger shall have been consummated in accordance with the terms and conditions of the Merger Agreement; provided that the Merger Agreement (as initially in effect on October 26, 2014) shall not have been altered, amended or otherwise changed or supplemented or any provision waived or consented to in a manner that is materially adverse to the Lenders without the consent of the Joint Lead Arrangers (not to be unreasonably withheld or delayed); provided, further, that (a) any reduction of less than 10% in the purchase price in connection with the Merger shall not be deemed to be material and adverse to the interests of the Lenders and the Joint Lead Arrangers and (b) any increase in purchase price shall not be deemed to be material and adverse to the interests of the Lenders and the Joint Lead Arrangers if it is funded solely by an increase in the Equity Contribution.

(h) On the Closing Date, (x) the Agent shall have received true and correct copies of all material Merger Documents and documents evidencing the Equity Contribution; certified as such by an appropriate officer of the Lead Borrower and (y) the Merger Agreement (including all schedules and exhibits thereto) shall be in full force and effect.

(i) The Safra 7.875% Senior Notes Commitment shall be in full force and effect and the Safra Commitment Letter shall be in full force and effect (and not have been terminated or expired) and shall not have been amended, waived or modified in a manner materially adverse to the Lenders.

6.07 Company Material Adverse Effect. Except as fairly disclosed in the Company SEC Documents (such term as defined in the Merger Agreement as in effect on October 26, 2014) filed or furnished with the SEC since January 1, 2011 and publicly available prior to October 26, 2014 (but excluding any forward looking disclosures set forth in any "risk factors" section, any disclosures in any "forward looking statements" section and any other disclosures included therein to the extent they are predictive or forward-looking in nature) or in the applicable section of the Company Disclosure Letter in the form delivered to the Agent on October 26, 2014 (it being agreed that disclosure of any item in any section of the Company Disclosure Letter shall be deemed a disclosure with respect to any other section of the Merger Agreement to which the relevance of such item is reasonably apparent), since December 31, 2013, there shall not have been any change, circumstance, development, effect, event or occurrence that has had, or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

6.08 Notice of Borrowing. The Agent shall have received a Notice of Borrowing as required by Section 2.03 (or such notice shall have been deemed given in accordance with Section 2.03) if Loans are being requested (provided that, in all events, the aggregate principal amount of Loans permitted to be borrowed on the Closing Date shall not exceed $30,000,000 in the aggregate) or, in the case of the issuance, amendment, extension or renewal of a Letter of Credit, the Issuing Bank and the Agent shall have received a notice requesting the issuance, amendment, extension or renewal of such Letter of Credit as required by Section 2.13(b) or, in the case of the Borrowing of a Swingline Loan, the Swingline Lender and the Agent shall have received a notice requesting such Swingline Loan as required by Section 2.12(b).

6.09 Guaranty and Security Agreement. On the Closing Date, each Loan Party shall have duly authorized, executed and delivered the Guaranty and Security Agreement substantially in the form of Exhibit E (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement")

covering all of such Loan Party's present and future Collateral referred to therein, and guaranteeing all of the obligations of the Borrowers as more fully provided therein, and shall have delivered to the Agent:

(i) proper financing statements (Form UCC-1 or the equivalent) authorized for filing under the UCC or other appropriate filing offices of each jurisdiction as may be reasonably necessary or desirable to perfect the security interests purported to be created by the Security Agreement;

(ii) certified copies, each of a recent date, of (x) requests for information or copies (Form UCC-1), or equivalent reports as of a recent date, listing all effective financing statements that name the Lead Borrower or any other Loan Party as debtor and that are filed in the jurisdictions referred to in clause (i) above, together with copies of such other financing statements that name the Lead Borrower or any other Loan Party as debtor (none of which shall cover any of the Collateral except to the extent evidencing Permitted Liens, (y) United States Patent and Trademark Office and United States Copyright Office searches reasonably requested by the Agent and (z) reports as of a recent date listing all effective tax and judgment liens with respect to the Lead Borrower or any other Loan Party in each jurisdiction as the Agent may reasonably require;

(iii) all Collateral consisting of promissory notes and certificated Equity Interests, together with executed and undated stock powers and/or assignments in blank; and

(iv) evidence that all other actions necessary to perfect (to the extent required in the Security Agreement) the security interests in the Collateral (including, without limitation, Collateral in the form of promissory notes and Equity Interests (whether certificated or uncertificated)) purported to be created by the Security Agreement have been taken.

6.10 Borrowing Base Certificate. The Agent shall have received (a) a Borrowing Base Certificate prepared as of the end of the most recent fiscal month of the Lead Borrower ended at least 15 consecutive Business Days prior to the Closing Date (or such shorter period as may be elected by the Lead Borrower) and otherwise in form and substance reasonably satisfactory to the Agent, or (b) the most recent borrowing base certificate delivered under the Existing Credit Agreement to the existing revolving lenders thereunder (but only to the extent that it was delivered on a substantially contemporaneous basis to the Agent) (the "Existing Borrowing Base Certificate").

6.11 Financial Statements; Pro Forma Balance Sheet. On or prior to the Closing Date, the Agent and the Joint Lead Arrangers and the Lenders shall have received (i) the audited consolidated balance sheets and related consolidated statements of operations, cash flows and shareholders' equity of Parent for the three most recently completed fiscal years of Parent ended at least 90 days before the Closing Date, (ii) unaudited consolidated balance sheets and related statements of operations and cash flows for Parent for each fiscal quarter of Parent ended after the close of its September 30, 2014 fiscal quarter and at least 45 days prior to the Closing Date and (iii) a pro forma consolidated balance sheet of Parent and its Subsidiaries as of the twelve month period ending December 31, 2014, giving effect to the Transactions, all of which financial statements shall be prepared in accordance with U.S. GAAP.

6.12 Solvency Certificate. On the Closing Date, the Agent shall have received a solvency certificate from the chief financial officer of Parent substantially in the form of Exhibit F.

6.13 Fees, etc. On the Closing Date, the Lead Borrower shall have paid to the Agent, the Joint Lead Arrangers and each Lender all costs, fees and expenses (including, without limitation, legal fees and expenses to the extent invoiced at least two (2) Business Days prior to the Closing Date) and other

compensation payable to the Agent, the Joint Lead Arrangers or such Lender in respect of the Transaction to the extent then due.

6.14 Closing Date Representation and Warranties. All Merger Agreement Representations shall be true and correct in all material respects on the Closing Date, and all Specified Representations made by any Loan Party shall be true

and correct in all material respects on the Closing Date (in each case, any representation or warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct in all respects on the Closing Date).

6.15 PATRIOT Act. The Agent and the Joint Lead Arrangers shall have received from the Loan Parties all documentation and other information required by regulatory authorities under applicable "know your customer" rules and regulations, including the PATRIOT Act, in each case, at least 5 days prior to the Closing Date to the extent requested in writing at least 10 days prior to the Closing Date.

6.16 Outstanding Indebtedness. After giving effect to the Transactions, Parent and the Restricted Subsidiaries shall have outstanding no Indebtedness or preferred stock other than (a) the Indebtedness incurred under this Agreement, (b) the Convertible Senior Notes, (c) the 7.875% Senior Notes, (d) Permitted Parent Debt and (e) intercompany debt, ordinary course capital leases, other Indebtedness permitted pursuant to the Merger Agreement and other Indebtedness permitted by Section 10.04 (other than pursuant to Section 10.04(xv) or (xxvi)).

The requirements set forth in Section 6.09(ii), (iii) and (iv) above (except (x) to the extent that a Lien on such Collateral may under applicable law be perfected upon closing by the filing of financing statements under the UCC and (y) the delivery of certificated Equity Interests, together with executed and undated stock powers and/or assignments in blank, of the Lead Borrower and its Wholly-Owned U.S. Subsidiaries (including Guarantors but other than any Immaterial Subsidiary) to the extent included in the Collateral, with respect to which a Lien may be perfected upon closing by the delivery of certificated Equity Interests) shall not constitute conditions precedent to any Credit Extensions on the Closing Date after the Lead Borrower's use of commercially reasonable efforts to satisfy such requirements without undue burden or expense, to provide such items on or prior to the Closing Date if the Lead Borrower agrees to deliver, or cause to be delivered, such documents and instruments, or take or cause to be taken such other actions as may be required to perfect such security interests within one hundred twenty (120) days after the Closing Date (subject to extensions approved by the Agent in its reasonable discretion).

Section 7. Conditions Precedent to all Credit Extensions after the Closing Date. The obligation of each Lender and each Issuing Bank to make any Credit Extension after the Closing Date (other than the making of any Overadvance Loan or Protective Advance) shall be subject to the satisfaction (or waiver) of each of the conditions precedent set forth below:

7.01 Notice of Borrowing. The Agent shall have received a Notice of Borrowing as required by Section 2.03 (or such notice shall have been deemed given in accordance with Section 2.03) if Loans are being requested or, in the case of the issuance, amendment to increase the amount thereof, extension or renewal (other than an automatic renewal permitted by Section 2.13(a)) of a Letter of Credit, the Issuing Bank and the Agent shall have received a notice requesting the issuance, amendment, extension or renewal of such Letter of Credit as required by Section 2.13(b) or, in the case of the Borrowing of a Swingline Loan, the Swingline Lender and the Agent shall have received a notice requesting such Swingline Loan as required by Section 2.12(b).

7.02 Availability. Availability on the proposed date of such Credit Extension shall be adequate to cover the amount of such Credit Extension.

7.03 No Default. No Default or Event of Default shall have occurred and be continuing at the time of, or result from, such Credit Extension.

7.04 Representations and Warranties. Each of the representations and warranties made by any Loan Party set forth in Section 8 hereof or in any other Loan Document shall be true and correct in all material respects (without duplication of any materiality standard set forth in any such representation or warranty) on and as of the date of such Credit Extension with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such date (without duplication of any materiality standard set forth in any such representation or warranty).

The acceptance of the benefits of each such Credit Extension after the Closing Date shall constitute a representation and warranty by the each Borrower to the Agent and each of the Lenders that all the conditions specified in this Section 7 and applicable to such Credit Extension are satisfied as of that time (other than such conditions which are subject to the discretion of the Agent or the Lenders). All of the Notes, certificates, legal opinions and other documents and papers referred to in Section 6 and in this Section 7, unless otherwise specified, shall be delivered to the Agent at the Notice Office for the account of each of the Lenders.

Section 8. Representations and Warranties. In order to induce the Lenders to enter into this Agreement and to make the Loans, each of Parent and each Borrower, as applicable, makes the following representations and warranties, in each case after giving effect to the Transaction, on the Closing Date and as of each other date the representations and warranties are required to be or are deemed made pursuant to this Agreement.

8.01 Organizational Status; Good Standing. Each of Parent, the Lead Borrower and each of the other Significant Parties (i)(x) is duly organized and validly existing and (y) is in good standing under the laws of the jurisdiction of its organization, (ii) has the requisite organizational power and authority to own its property and assets and to transact the business in which it is engaged and presently proposes to engage and (iii) is, to the extent such concepts are applicable under the laws of the relevant jurisdiction, duly qualified, authorized to do business and in good standing in each jurisdiction where the ownership, leasing or operation of its property or the conduct of its business requires such qualifications, except in each case referred to in clauses (i)(y) (other than with respect to Parent and the Borrowers), (ii) and (iii), for failures to be so which, individually and in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect.

8.02 Power and Authority. Each Loan Party has the requisite organizational power and authority to execute, deliver and perform the terms and provisions of each of the Loan Documents to which it is party and has taken all necessary organizational action to authorize the execution, delivery and performance by it of each of such Loan Documents. Each Loan Party has duly executed and delivered each of the Loan Documents to which it is party, and each of such Loan Documents constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

8.03 No Violation. Neither the execution, delivery or performance by any Loan Party of the Loan Documents to which it is a party, nor compliance by it with the terms and provisions thereof, (i) will contravene any provision of any law, statute, rule or regulation applicable to such Loan Party or any order, writ, injunction or decree of any court or Governmental Authority binding on such Loan Party, (ii) will conflict with or result

in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien (except pursuant to the Security Documents) upon any of the property or assets of any Loan Party or of any Significant Party pursuant to the terms of, any indenture, mortgage, deed of trust, credit agreement or loan agreement, or any other material agreement, contract or instrument, in each case to which any Loan Party or any Significant Party is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the certificate or articles of incorporation, certificate of formation, limited liability company agreement or by-laws (or equivalent organizational documents), as applicable, of any Loan Party (except, in each case referred to in clauses (i) and (ii), as would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect).

8.04 Approvals. Except to the extent the failure to obtain or make the same would not reasonably be expected to have a Material Adverse Effect, no order, consent, approval, license, authorization or validation of, or filing, recording or registration with (except for (x) those that have otherwise been obtained or made on or prior to the Closing Date and which remain in full force and effect on the Closing Date and (y) filings which are necessary to perfect the security interests created under the Security Documents), or exemption by any Governmental Authority, is required to be obtained or made

by, or on behalf of, any Loan Party to authorize, or is required to be obtained or made by, or on behalf of, any Loan Party in connection with, the execution, delivery and performance of any Loan Document.

8.05 Financial Statements; Financial Condition.

(d) (i) The consolidated balance sheets of Parent and its consolidated Subsidiaries for each of the fiscal years ended December 31, 2011, December 31, 2012 and December 31, 2013, respectively, and the related consolidated statements of income, comprehensive income, cash flows and shareholders' equity of Parent and its consolidated Subsidiaries for each such fiscal year present fairly in all material respects the consolidated financial position of Parent and its consolidated Subsidiaries at the dates of such balance sheets and the consolidated results of the operations of Parent and its consolidated Subsidiaries for the periods covered thereby. All of the foregoing historical financial statements have been audited by PricewaterhouseCoopers LLP and prepared in accordance with U.S. GAAP consistently applied.

(ii) All unaudited consolidated financial statements of Parent and its consolidated Subsidiaries furnished to the Lenders on or prior to the Closing Date pursuant to clause (ii) of Section 6.11, have been prepared in accordance with U.S. GAAP consistently applied by Parent, except as otherwise noted therein, subject to year-end audit and normal adjustments (including adjustments from income tax calculations and quarterly cut-off procedures) and the absence of footnotes.

(iii) The pro forma consolidated balance sheet of Parent and its consolidated Subsidiaries furnished to the Lenders pursuant to clause (iii) of Section 6.11 has been prepared as of September 30, 2014 as if the Transaction and the financing therefor had occurred on such date. Such pro forma consolidated balance sheet presents a good faith estimate of the pro forma consolidated financial position of Parent and its consolidated Subsidiaries as of September 30, 2014. The pro forma consolidated statement of operations of Parent furnished to the Lenders pursuant to clause (iii) of Section 6.11 has been prepared for the four fiscal quarters ended September 30, 2014, as if the Transaction and the financing therefor had occurred on the first day of such four-quarter period. Such pro forma consolidated statement of operations presents a good faith estimate of the pro forma consolidated results of operations of Parent and its consolidated Subsidiaries as if the Transaction and the financing therefor had occurred on the first day of such four-quarter period.

(e) On and as of the Closing Date, after giving effect to the consummation of the Transaction and the financing transactions related thereto (including the incurrence of all Loans), Parent and its Subsidiaries, taken as a whole, are Solvent.

(f) The Projections have been prepared in good faith and are based on assumptions that were believed by Parent to be reasonable at the time made and at the time delivered to the Agent (it being understood that such Projections are subject to significant uncertainties and contingencies, many of which are beyond the control of Parent and its Subsidiaries, that no assurances can be given that any particular Projections will be realized, that Projections are as to future events and are not to be viewed as facts, and that actual results during the period or periods covered by the Projections may differ significantly from projected or estimated results and such differences may be material).

(g) After giving effect to the consummation of the Transaction and the financing transactions related thereto (including the incurrence of all Loans), since December 31, 2013 there has been no change, event or occurrence that has had or would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

8.06 Litigation. There are no actions, suits or proceedings pending or, to the knowledge of any officer or director of Parent or the Lead Borrower, threatened in writing against Parent, the Lead Borrower or any Restricted Subsidiary (i) with respect to the Transaction or any Loan Document or (ii) that either individually or in the aggregate, have had, or would reasonably be expected to have, a Material Adverse Effect.

8.07 True and Complete Disclosure.

(p) As of the Closing Date, all written information (taken as a whole) furnished by or on behalf of any Loan Party in writing to the Agent or any Lender (including, without limitation, all such written information contained in the Loan Documents) for purposes of or in connection with this Agreement, the other Loan Documents or any transaction

contemplated herein or therein does not contain any misstatement of material fact or omit to state any material fact necessary to make such information (taken as a whole) not misleading in any material respect at such time in light of the circumstances under which such written information was provided.

(q) Notwithstanding anything to the contrary in the foregoing clause (a) of this Section 8.07, none of the Loan Parties makes any representation, warranty or covenant with respect to any information consisting of statements, estimates, forecasts and projections regarding the future performance of Parent or any of its Subsidiaries, or regarding the future condition of the industries in which they operate other than that such information has been prepared in good faith based upon assumptions believed to be reasonable at the time of preparation thereof.

8.08 Use of Proceeds; Margin Regulations.

(d) (i) All proceeds of the Loans incurred on the Closing Date will be used by the Lead Borrower to finance the Refinancing of the Existing Credit Agreement and to pay the Transaction Costs (provided that, in all events, the aggregate principal amount of Loans permitted to be borrowed on the Closing Date shall not exceed $30,000,000 in the aggregate), and (ii) Letters of Credit issued on the Closing Date may be issued only as "back-to-back" letters of credit to support the Existing Letters of Credit (or may consist of Existing Letters of Credit deemed issued hereunder).

(e) All proceeds of the Loans incurred after the Closing Date will be used for working capital needs and general corporate purposes, including the financing of capital expenditures, Permitted Acquisitions, Permitted Investments, Dividends and any other purpose not prohibited by this Agreement.

(f) No part of any Credit Event (or the proceeds thereof) will be used to purchase or carry any Margin Stock or to extend credit for the purpose of purchasing or carrying any Margin Stock. Neither the making of any Loan nor the use of the proceeds thereof nor the occurrence of any other Credit Event will violate the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System.

8.09 Tax Returns and Payments. Except as would not reasonably be expected to result in a Material Adverse Effect, (i) each Significant Party has timely filed or caused to be timely filed with the appropriate taxing authority all Tax returns, statements, forms and reports for taxes (the "Returns") required to be filed by, or with respect to the income, properties or operations of, the Significant Parties, (ii) the Returns accurately reflect in all material respects all liability for Taxes of the Significant Parties for the periods covered thereby, (iii) each Significant Party has paid all Taxes payable by them, other than those that are being contested in good faith by appropriate proceedings for which reserves have been established in the consolidated financial statements of Parent in accordance with U.S. GAAP, and (iv) there is no material action, suit, proceeding, investigation, audit or claim now pending or, to the knowledge of any officer or director of Parent or the Lead Borrower, threatened in writing by any authority regarding any Taxes relating to the Significant Parties.

8.10 ERISA.

(a) No ERISA Event has occurred or is reasonably expected to occur that would reasonably be expected to result in a Material Adverse Effect. Each Plan is in compliance in form and operation with its terms and with the applicable provisions of ERISA, the Code and other applicable law, except for such non-compliance that would not reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to result in a Material Adverse Effect, each Plan (and each related trust, if any) which is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or is in the form of a prototype document that is the subject of a favorable opinion letter.

(b) There exists no Unfunded Pension Liability with respect to any Plan, except as would not reasonably be expected to have a Material Adverse Effect.

(c) There are no actions, suits or claims pending against or involving a Plan (other than routine claims for benefits) or, to the knowledge of any officer or director of Parent or the Lead Borrower, threatened in writing against Parent, the Lead Borrower or any ERISA Affiliate, which would reasonably be expected to be asserted successfully against any Plan

and, if so asserted successfully, would reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

(d) Each of the Significant Parties and any ERISA Affiliate have made all material contributions to or under each Plan and Multiemployer Plan required by law within the applicable time limits prescribed thereby, the terms of such Plan or Multiemployer Plan, respectively, or any contract or agreement requiring contributions to a Plan or Multiemployer Plan except where any failure to comply, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(e) Except as would not reasonably be expected to have a Material Adverse Effect, (i) each Foreign Pension Plan has been maintained in substantial compliance with its terms and with the requirements of any and all applicable laws, statutes, rules, regulations and orders and has been maintained, where required,

in good standing with applicable regulatory authorities, (ii) all contributions required to be made with respect to a Foreign Pension Plan have been timely made, and (iii) neither the Lead Borrower nor any of its Restricted Subsidiaries has incurred any obligation in connection with the termination of, or withdrawal from, any Foreign Pension Plan.

8.11 The Security Documents.

(a) The provisions of the Security Agreement are effective to create in favor of the Agent for the benefit of the Secured Parties a legal, valid and enforceable security interest (except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law)) in all right, title and interest of the Loan Parties in the Collateral (as described in the Security Agreement), and upon (i) the timely and proper filing of financing statements listing each applicable Loan Party, as a debtor, and the Agent, as secured party, in the secretary of state's office (or other similar governmental entity) of the jurisdiction of organization of such Loan Party, (ii) sufficient identification of commercial tort claims (as applicable), (iii) execution of a control agreement establishing the Agent's "control" (within the meaning of the UCC) with respect to any Deposit Account, (iv) the recordation of the Patent Security Agreement, if applicable, and the Trademark Security Agreement, if applicable, in the respective form attached to the Security Agreement, in each case in the United States Patent and Trademark Office and (v) the recordation of the Copyright Security Agreement, if applicable, in the form attached to the Security Agreement with the United States Copyright Office, the Agent, for the benefit of the Secured Parties, shall have (to the extent provided in the Security Agreement) a fully perfected security interest in all right, title and interest in all of the Collateral (as described in the Security Agreement and other than Collateral in which a security interest cannot be perfected under the UCC as in effect at the relevant time in the relevant jurisdiction or by the taking of the foregoing actions), subject to no other Liens other than Permitted Liens, in each case, to the extent perfection can be accomplished under applicable law through these actions.

(b) Upon delivery in accordance with Section 9.12 or 9.13 as applicable, each Mortgage will create, as security for the obligations purported to be secured thereby, a valid and enforceable (except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law) and, upon recordation in the appropriate recording office, perfected security interest in and mortgage lien on the respective Mortgaged Property in favor of the Agent (or such other trustee as may be required or desired under local law) for the benefit of the Secured Parties, superior and prior to the rights of all third Persons (except as may exist pursuant to the Permitted Encumbrances related thereto) and subject to no other Liens (other than Permitted Liens related thereto).

8.12 Properties. All Material Real Property owned by any Loan Party as of the Closing Date, and the nature of the interest therein, is correctly set forth in Schedule 8.12 of the Disclosure Letter. Each of the Significant Parties has good and marketable title or valid leasehold interest in the case of Real Property, and good and valid title in the case of tangible personal property, to all material tangible properties owned by it, including all material property reflected in the most recent historical balance sheets referred to in Section 8.05(a) (except as sold or otherwise disposed of since the date of such balance sheet in the ordinary course of business or as permitted by the terms of this Agreement (or, to the extent sold or

otherwise disposed of prior to the Closing Date, the Existing Credit Agreement)), free and clear of all Liens, other than Permitted Liens.

8.13 Capitalization. All outstanding shares of capital stock of the Lead Borrower have been duly and validly issued and are fully paid and non-assessable (other than any assessment on the shareholders of the Lead Borrower that may be imposed as a matter of law) and are owned by Parent. All outstanding shares of capital stock of each Borrower are owned directly by the Lead Borrower or another Loan Party. The Lead Borrower does not have outstanding any capital stock or other securities convertible into or exchangeable for its capital stock or any rights to subscribe for or to purchase, or any options for the purchase of, or any agreement providing for the issuance (contingent or otherwise) of, or any calls, commitments or claims of any character relating to, its capital stock.

8.14 Subsidiaries. On and as of the Closing Date and after giving effect to the consummation of the Transaction, (i) Parent has no direct Subsidiaries other than the Lead Borrower and (ii) the Lead Borrower has no Subsidiaries other than those Subsidiaries listed on Schedule 8.14 of the Disclosure Letter. Schedule 8.14 of the Disclosure Letter correctly sets forth, as of the Closing Date and after giving effect to the Transaction, the percentage ownership (direct and indirect) of the Lead Borrower in each class of capital stock of each of its Subsidiaries and also identifies the direct owner thereof.

8.15 Compliance with Statutes; OFAC Rules and Regulations; PATRIOT Act; FCPA; Farm Products.

(a) Parent and each of its Subsidiaries is in compliance with all applicable statutes, regulations and orders of (including any laws relating to terrorism, money laundering and embargoed persons), and all applicable restrictions imposed by, all Governmental Authorities, domestic or foreign, in respect of the conduct of its business and the ownership of its property, except such non-compliances as, individually and in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect.

(b) Parent and each of its Subsidiaries is in compliance, in all material respects, with (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto and (ii) the PATRIOT Act.

(c) None of Parent nor any of its Subsidiaries is in violation in any material respects of any of the foreign assets control regulations of the Office of Foreign Assets Control ("OFAC") of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or other sanctions imposed by the United Nations, the European Union, the United Kingdom and/or the United States of America, and none of Parent or any of its Subsidiaries is (i) in violation of and shall not violate, in any material respects, any of the country or list based economic and trade sanctions administered and enforced by OFAC or (ii) included on OFAC's List of Specially Designated Nationals, Her Majesty's Treasury's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant sanctions authority. Neither Parent nor any of its Subsidiaries (i) is a Sanctioned Person or a Sanctioned Entity, (ii) has assets located in Sanctioned Entities except to the extent authorized by the U.S. federal government by specific or general license, or (iii) derives revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities except to the extent authorized by the U.S. federal government by specific or general license. No proceeds of any Loan made hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity except to the extent authorized by the U.S. federal government by specific or general license.

(d) Parent and each Subsidiary is in compliance in all material respects with the Foreign Corrupt Practices Act, 15 U.S.C.§§ 78dd-1, *et seq.* ("FCPA"), and any foreign counterpart thereto applicable to Parent

or such Subsidiary (including the United Kingdom Bribery Act of 2010). To the knowledge of any officer or director of Parent or the Lead Borrower, none of Parent or any Subsidiary has made a payment, offering, or promise to pay, or authorized the payment of, money or anything of value (i) in order to assist in obtaining or retaining business for or with, or directing business to, any foreign official, foreign political party, party official or candidate for foreign political office, (ii) to a foreign official, foreign political party or party official or any candidate for foreign political office, and (iii) with the intent to induce the recipient to misuse his or her official position to direct business wrongfully to Parent or any Subsidiary or to any other Person, in violation of FCPA.

(e) To the knowledge of any officer or director of Parent or the Lead Borrower, each of the Borrowers has taken all action necessary to insure that any "farm products" (as defined in the Food Security Act of 1985 (the "FSA")) purchased by a Loan Party are free and clear of any Lien created by the seller of such farm products, except Permitted Liens. Parent and its Subsidiaries have complied with all payment instructions, if any, with respect to purchases of "farm products" (as defined in the FSA).

8.16 Investment Company Act. No Significant Party is an "investment company" within the meaning of the Investment Company Act of 1940, as amended, required to be registered as such.

8.17 Environmental Matters.

Except as would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect:

(a) The Significant Parties are, and for the past three years have been, in compliance with all applicable Environmental Laws and the requirements of any permits issued under such Environmental Laws. There are no pending or, to the knowledge of any officer or director of Parent or the Lead Borrower, threatened Environmental Claims against any Significant Party or any Real Property currently owned, leased or operated by any Significant Party. None of the Real Property currently owned, leased or operated by any Significant Party and, to the knowledge of any officer or director of Parent or the Lead Borrower, none of the Real Property formerly owned, leased or operated by any Significant Party is the subject of an Environmental Claim against any Significant Party. None of the Real Property currently owned, leased or operated by any Significant Party (i) is subject to any Lien or similar restrictions on the ownership, lease, occupancy or transferability of such Real Property by any Significant Party under any applicable Environmental Law or (ii) has been designated or identified by a Government Authority as a Hazardous Material disposal site under Environmental Law.

(b) Hazardous Materials have not at any time been generated, used, treated or stored, or transported, or Released, by any Significant Party or, to the knowledge of any officer or director of Parent or the Lead Borrower, by previous owners or operators on, to or from any Real Property currently or formerly owned, leased or operated by any Significant Party where such generation, use, treatment, storage, transportation or Release has (i) violated or would reasonably be expected to violate any applicable Environmental Law, (ii) given rise to an Environmental Claim against any Significant Party or (iii) would be reasonably expected to give rise to liability under any applicable Environmental Law against any Significant Party.

8.18 Labor Relations. Except as set forth in Schedule 8.18 of the Disclosure Letter or except to the extent the same has not, either individually or in the aggregate, had and would not reasonably be expected to have a Material Adverse Effect, (a) there are no strikes, lockouts, slowdowns or other labor disputes pending against any of the Significant Parties or, to the knowledge of any officer or director of Parent or the Lead Borrower, threatened against any of the Significant Parties, (b) to the knowledge of any officer or

director of Parent or the Lead Borrower, there are no questions concerning union representation with respect to any of the Significant Parties, (c) the hours worked by and payments made to employees of any of the Significant Parties have not been in violation of the Fair Labor Standards Act or any other applicable Federal, state, local, or foreign law dealing with such matters and (d) to the knowledge of any officer or director of Parent or the Lead Borrower, no wage and hour department investigation has been made of any of the Significant Parties. All material payments due from a Loan Party on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on