
Funding Notice or a Conversion/Continuation Notice, the Borrower shall have the option, subject to the provisions of Section 2.14(c), to rescind such Funding Notice or Conversion/Continuation Notice as to all Lenders by giving written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent of such rescission on the date on which the Affected Lender or the Requisite Lenders give notice of its or their determination as described above (which notice of rescission the Administrative Agent shall promptly transmit to the Lenders).

(c) *Compensation for Breakage.* The Borrower shall compensate each Lender for all losses, costs, expenses and liabilities that such Lender may sustain in the event (i) a borrowing of any Eurodollar Rate Loan does not occur on a date specified therefor in any Funding Notice given by the Borrower (other than as a result of a failure by such Lender to make such Loan in accordance with its obligations hereunder), (ii) a conversion to or continuation of any Eurodollar Rate Loan does not occur on a date specified therefor in any Conversion/Continuation Notice given by the Borrower, (iii) any payment of any principal of any Eurodollar Rate Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default or a Change in Control), (iv) the conversion of any Eurodollar Rate Loan other than on the last day of an Interest Period applicable thereto, (v) the assignment of any Eurodollar Rate Loan other than on the last day of an Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19 or (vi) a prepayment of any Eurodollar Rate Loan does not occur on a date specified therefor in any notice of prepayment given by the Borrower. Such loss, cost, expense or liability to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (A) the amount of interest that would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted Eurodollar Rate that would have been applicable to such Loan (but not including the Applicable Margin applicable thereto), 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 (B) the amount of interest that 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 London interbank market. To request compensation under this paragraph, a Lender shall deliver to the Borrower a certificate setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this paragraph, which certificate shall be conclusive and binding absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) *Booking of Eurodollar Rate Loans.* Any Lender may make, carry or transfer Eurodollar Rate Loans at, to or for the account of any of its branch offices or the office of any Affiliate of such Lender.

(e) *Assumptions Concerning Funding of Eurodollar Rate Loans.* Calculation of all amounts payable to a Lender under this Section 2.14 and under Section 2.15 shall be made as though such Lender had actually funded each of its relevant Eurodollar Rate Loans through the purchase of a Eurodollar deposit bearing interest at the rate obtained pursuant to clause (i) of the definition of Adjusted

Eurodollar Rate in an amount equal to the amount of such Eurodollar Rate Loan and having a maturity comparable to the relevant Interest Period and through the transfer of such Eurodollar deposit from an offshore office of such Lender to a domestic office of such Lender in the United States of America; *provided* that each Lender may fund each of its Eurodollar Rate Loans in any manner it sees fit and the foregoing assumptions shall be utilized only for the purposes of calculating amounts payable under this Section 2.14 and under Section 2.15.

Section 2.15. Increased Costs; Capital Adequacy. (a) *Compensation for Increased Costs and Taxes.* Subject to the provisions of Section 2.16 (which shall solely govern with respect to any Taxes imposed on or with respect to any payment made by or on account of any obligation of any Credit Party under any Credit Document), in the event that any Lender shall determine (which determination shall, absent manifest error, be conclusive and binding upon all parties hereto) that any Change in Law: (i) subjects such Lender (or its applicable lending office) to any additional Tax (other than any Tax on the overall net income of such Lender) with respect to this Agreement or any of the other Credit Documents or any of its Loans or obligations hereunder or thereunder or any deposits, reserves, other liabilities or capital attributable thereto; (ii) imposes, modifies or holds applicable any reserve (including any marginal, emergency, supplemental, special or other reserve), special deposit, compulsory loan, FDIC insurance or similar requirement against assets held by, or deposits or other liabilities in or for the account of, or advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of such Lender (other than any such reserve or other requirements with respect to Eurodollar Rate Loans that are reflected in the definition of Adjusted Eurodollar Rate); or (iii) imposes any other condition (other than with respect to a Tax matter) on or affecting such Lender (or its applicable lending office) or its obligations or Loans hereunder or the London interbank market; and the result of any of the foregoing is to increase the cost to such Lender of agreeing to make, making or maintaining any Eurodollar Rate Loan hereunder or to reduce any amount received or receivable by such Lender (or its applicable lending office) with respect thereto; then, in any such case, the Borrower shall promptly pay to such Lender, upon receipt of the statement referred to in the next sentence, such additional amount or amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as such Lender in its sole discretion shall determine) as may be necessary to compensate such Lender for any such increased cost or reduction in amounts received or receivable hereunder. Such Lender shall deliver to the Borrower (with a copy to the Administrative Agent) a written statement, setting forth in reasonable detail the basis for calculating the additional amounts owed to such Lender under this Section 2.15(a), which statement shall be conclusive and binding upon all parties hereto absent manifest error. Such statement shall be in reasonable detail and shall certify that the claim for additional amounts referred to therein is generally consistent with such Lender's treatment of similarly situated customers of such Lender whose transactions with such Lender are similarly affected by the change in circumstances giving rise to such payment, but such Lender shall not be required to disclose any confidential or proprietary information therein. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that the Borrower shall not be required

to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; *provided* further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(b) *Capital Adequacy Adjustment.* If any Lender determines that a Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of, or with reference to, such Lender's Loans or Commitments or other obligations hereunder with respect to the Loans to a level below that which such Lender or such controlling corporation could have achieved but for such adoption, effectiveness, phase in, applicability, change or compliance (taking into consideration the policies of such Lender or such controlling corporation with regard to capital adequacy and liquidity), then from time to time, within 10 Business Days after receipt by the Borrower from such Lender of the statement referred to in the next sentence, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such controlling corporation for such reduction. Such Lender shall deliver to the Borrower (with a copy to the Administrative Agent) a written statement, setting forth in reasonable detail the basis for calculating the additional amounts owed to Lender under this Section 2.16(b), which statement shall be conclusive and binding upon all parties hereto absent manifest error. Such statement shall be in reasonable detail and shall certify that the claim for additional amounts referred to therein is generally consistent with such Lender's treatment of similarly situated customers of such Lender whose transactions with such Lender are similarly affected by the change in circumstances giving rise to such payment, but such Lender shall not be required to disclose any confidential or proprietary information therein. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such reductions and of such Lender's intention to claim compensation therefor; *provided* further that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

Section 2.16. Taxes; Withholding, Etc. (a) *Payments to Be Free and Clear.* All sums payable by or on account of any obligation of any Credit Party hereunder or under the other Credit Documents, which sums are paid by any Credit Party or the Administrative Agent shall (except to the extent required by law) be paid free and clear of, and without any deduction or withholding on account of, any Tax.

(b) *Withholding of Taxes.* If any Credit Party or the Administrative Agent is required by law to make any deduction or withholding on account of any Specified Tax from any sum paid or payable by any Credit Party to the Administrative Agent or

any Lender under any of the Credit Documents: (i) the Borrower shall notify the Administrative Agent of any such requirement or any change in any such requirement as soon as the Borrower becomes aware of it; (ii) the applicable Credit Party or the Administrative Agent, as the case may be, shall pay any such Tax before the date on which penalties attach thereto; (iii) the sum payable by such Credit Party in respect of which the relevant deduction or withholding is required shall be increased to the extent necessary to ensure that, after the making of that deduction or withholding (including any deduction or withholding of Specified Taxes applicable to additional sums payable under this Section 2.16), the Administrative Agent or such Lender, as the case may be, receives on the due date a net sum equal to what it would have received had no such deduction or withholding been required or made; and (iv) within 30 days after the due date of payment of any Tax which it is required to deduct or withhold, the Borrower shall deliver to the Administrative Agent evidence reasonably satisfactory to the other affected parties of such deduction, withholding or payment and of the remittance thereof to the relevant taxing or other authority; *provided* that no such additional amount under clause (iii) above shall be required to be paid to any Lender (other than a Lender that becomes a Lender pursuant to Section 2.19) except to the extent that any change after the date hereof (in the case of each Lender listed on the signature pages hereof on the Closing Date), or after the effective date of the Assignment Agreement pursuant to which such Lender became a Lender (in the case of each other Lender), in any such requirement for a deduction or withholding as is mentioned therein shall result in an increase in the rate of such deduction or withholding from that in effect at the date hereof or at the date of such Assignment Agreement, as the case may be, in respect of payments to such Lender; *provided* further that a Lender that shall have become a Lender pursuant to an Assignment Agreement shall be entitled to receive only such additional amounts as such Lender's assignor would have been entitled to receive pursuant to this Section 2.16(b). For purposes of this Agreement, FATCA shall be deemed to be in effect as of the date of this Agreement.

(c) *Evidence of Exemption from U.S. Withholding Tax.* Each Lender that is not a United States Person (as such term is defined in Section 7701(a)(30) of the Internal Revenue Code) for U.S. federal income tax purposes (a “**Non-US Lender**”) shall deliver to the Administrative Agent for transmission to the Borrower, on or prior to the Closing Date (in the case of each Lender listed on the signature pages hereof on the Closing Date) or on or prior to the date of the Assignment Agreement pursuant to which it becomes a Lender (in the case of each other Lender), and at such other times as may be necessary in the determination of the Borrower or the Administrative Agent (each in the reasonable exercise of its discretion), (i) two original copies of Internal Revenue Service Form W-8BEN, W-8ECI and/or W-8IMY (or, in each case, any successor forms), properly completed and duly executed by such Lender, and such other documentation required under the Internal Revenue Code and reasonably requested by the Borrower to establish that such Lender is not subject to deduction or withholding of United States federal income tax with respect to any payments to such Lender of interest under any of the Credit Documents, or (ii) if such Lender is not a “bank” or other Person described in Section 881(c)(3) of the Internal Revenue Code, a Certificate re Non-Bank Status together with two original copies of Internal Revenue Service Form W-8BEN (or any successor form), properly

completed and duly executed by such Lender, and such other documentation required under the Internal Revenue Code and reasonably requested by the Borrower to establish that such Lender is not subject to deduction or withholding of United States federal income tax with respect to any payments to such Lender of principal, interest, fees or other amounts payable under any of the Credit Documents. Each Lender that is a United States person (as such term is defined in Section 7701(a)(30) of the Internal Revenue Code) for United States federal income tax purposes (a “**U.S. Lender**”) shall deliver to the Administrative Agent and the Borrower on or prior to the Closing Date (or, if later, on or prior to the date on which such Lender becomes a party to this Agreement) two original copies of Internal Revenue Service Form W-9 (or any successor form), properly completed and duly executed by such Lender, certifying that such U.S. Lender is entitled to an exemption from United States backup withholding tax. Each Lender required to deliver any forms, certificates or other evidence with respect to United States federal income tax withholding matters pursuant to this Section 2.16(c) hereby agrees, from time to time after the initial delivery by such Lender of such forms, certificates or other evidence, whenever a lapse in time or change in circumstances renders such forms, certificates or other evidence obsolete or inaccurate in any material respect, that such Lender shall promptly deliver to the Administrative Agent for transmission to the Borrower two new original copies of Internal Revenue Service Form W-8BEN, W-8ECI and/or W-8IMY (or, in each case, any successor form), or a Certificate re Non-Bank Status and two original copies of Internal Revenue Service Form W-8BEN (or any successor form), as the case may be, properly completed and duly executed by such Lender, and such other documentation required under the Internal Revenue Code and reasonably requested by the Borrower to confirm or establish that such Lender is not subject to deduction or withholding of United States federal income tax with respect to payments to such Lender under the Credit Documents, or notify the Administrative Agent and the Borrower of its inability to deliver any such forms, certificates or other evidence. No Credit Party shall be required to pay any additional amount pursuant to Section 2.16(b)(iii) or any indemnity payment pursuant to Section 2.16(d) to any Lender if such Lender shall have failed (1) to deliver the forms, certificates or other evidence referred to in the first two sentences of this Section 2.16(c) or (2) solely with respect to Non-US Lenders, to notify the Administrative Agent and the Borrower of its inability to deliver any such forms, certificates or other evidence, as the case may be; *provided* that if such Lender shall have satisfied the requirements of the first sentence of this Section 2.16(c) on the Closing Date or on the date of the Assignment Agreement pursuant to which it became a Lender, as applicable, nothing in this sentence of Section 2.16(c) shall relieve any Credit Party of its obligation to pay any additional amounts pursuant to Section 2.16(b)(iii) or indemnity payments pursuant to Section 2.16(d) in the event that, as a result of any change in any applicable law, treaty or governmental rule, regulation or order, or any change in the interpretation, administration or application thereof, such Lender is no longer properly entitled to deliver forms, certificates or other evidence at a subsequent date establishing the fact that such Lender is not subject to deduction or withholding as described herein. If a payment made to a Lender under this Agreement 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 (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable),

such Lender shall deliver to the Credit Parties or the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Credit Parties or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Credit Parties or the Administrative Agent as may be necessary for the Credit Parties or the Administrative 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 purposes of this Section 2.16(c), "FATCA" shall include any statutory amendments made to FATCA after the date of this Agreement.

(d) *Indemnification.* The applicable Credit Party shall indemnify the Administrative Agent and each Lender, within 10 days after written demand therefor, for the full amount of any Specified Tax paid by the Administrative Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of such Credit Party hereunder or under the other Credit Documents (including any Specified Tax imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Specified Tax was correctly or legally imposed or asserted by the relevant taxing or other authority. A certificate as to the amount of such payment or liability delivered to such Credit Party by a Lender or the Administrative Agent on its own behalf or on behalf of a Lender shall be conclusive absent manifest error.

(e) *Treatment of Certain Refunds.* If the Administrative Agent or any Lender determines, in its reasonable sole discretion, that it has received a refund of any Taxes as to which it has been indemnified by any Credit Party or with respect to which any Credit Party has paid additional amounts pursuant to Section 2.16(b)(iii), it shall pay over such refund to the applicable Credit Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Credit Party under Section 2.16(b)(iii) or 2.16(d), as applicable, with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender related to receipt of the refund and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); *provided* that such Credit Party, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to such Credit Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This Section 2.16(e) shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to any Credit Party or any other Person.

Section 2.17. Obligation to Mitigate. Each Lender agrees that, as promptly as practicable after the officer of such Lender responsible for administering its Loans becomes aware of the occurrence of an event or the existence of a condition that would cause such Lender to become an Affected Lender or that would entitle such Lender to receive payments under Section 2.15 or 2.16, it will, to the extent not

inconsistent with the internal policies of such Lender and any applicable legal or regulatory restrictions, use reasonable efforts to (a) make, issue, fund or maintain its Commitments or Loans, including any Affected Loans, through another office of such Lender or (b) take such other measures as such Lender may deem reasonable (including the provision to the Borrower and the Administrative Agent of properly completed and executed documentation or Tax forms), if as a result thereof the circumstances which would cause such Lender to be an Affected Lender would cease to exist or the additional amounts which would otherwise be required to be paid to such Lender pursuant to Section 2.15 or 2.16 would be materially reduced and if, as determined by such Lender in its sole discretion, the making, issuing, funding or maintaining of its Commitments or Loans through such other office or in accordance with such other measures, as the case may be, would not otherwise adversely affect such Commitments, Loans or the interests of such Lender; *provided* that such Lender will not be obligated to utilize such other office pursuant to this Section 2.17 unless the Borrower agrees to pay all incremental expenses incurred by such Lender as a result of utilizing such other office as described above. A certificate as to the amount of any such expenses payable by the Borrower pursuant to this Section 2.17 (setting forth in reasonable detail the basis for requesting such amount) submitted by such Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive absent manifest error.

Section 2.18. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if one or more Lenders become Defaulting Lenders, then, upon notice to such effect by the Administrative Agent (which notice may be given only upon the Administrative Agent becoming aware that any Lender shall have become a Defaulting Lender, including as a result of being advised thereof by the Borrower or the Requisite Lenders), the following provisions shall apply for so long as any such Lender is a Defaulting Lender:

(a) the Commitment of each Defaulting Lender shall be disregarded in determining whether the Requisite Lenders shall have taken any action hereunder or under any other Credit Document (including any consent to any waiver, amendment or other modification pursuant to Section 9.05); *provided* that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender;

(b) no commitment fee shall accrue on the unused amount of the Commitment of any Defaulting Lender pursuant to Section 2.08; and

(c) any amount payable to or for the account of any Defaulting Lender in its capacity as a Lender hereunder (whether on account of principal, interest, fees or otherwise) may, in lieu of being distributed to such Defaulting Lender, be retained by the Administrative Agent in a segregated account and be applied, at such time or times as may be determined by the Administrative Agent, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder.

Notwithstanding anything to the contrary set forth herein, the Administrative Agent shall not be required to, but may in its sole discretion, ascertain or inquire as to whether any Lender shall have become, or shall have ceased to be, a Defaulting Lender, and shall not be required to give any notice or take any other action inconsistent with any determination made by it as to whether any Lender is a Defaulting Lender.

Section 2.19. Removal or Replacement of a Lender. Anything contained herein to the contrary notwithstanding, in the event that: (a) (i) any Lender (an **“Increased-Cost Lender”**) shall give notice to the Borrower that such Lender is an Affected Lender or that such Lender is entitled to receive payments under Section 2.15 or 2.16, (ii) the circumstances which have caused such Lender to be an Affected Lender or which entitle such Lender to receive such payments shall remain in effect and (iii) such Lender shall fail to withdraw such notice within five Business Days after the Borrower’s request for such withdrawal; (b) any Lender shall become a Defaulting Lender; or (c) in connection with any proposed waiver, amendment or other modification of any Credit Document, or any consent to any departure by any Credit Party therefrom, of the type referred to in Section 9.05(b), the consent of the Requisite Lenders shall have been obtained but the consent of one or more of such other Lenders (each, a **“Non-Consenting Lender”**) whose consent is required but shall not have been obtained; then, with respect to each such Increased-Cost Lender, Defaulting Lender or Non-Consenting Lender (each, a **“Terminated Lender”**), the Borrower may, by giving written notice to the Administrative Agent and any Terminated Lender of its election to do so, elect to cause such Terminated Lender (and such Terminated Lender hereby irrevocably agrees) to assign its Commitment and its outstanding Loans, if any, in full to one or more Eligible Assignees (each, a **“Replacement Lender”**) in accordance with the provisions of Section 9.06 and the Borrower shall pay the fees, if any, payable under such Section in connection with any such assignment; *provided that* (i) on the date of such assignment, the Replacement Lender shall pay to the Terminated Lender an amount equal to the sum of (A) an amount equal to the principal of, and all accrued interest on, all outstanding Loans of such Terminated Lender and (B) an amount equal to all accrued, but theretofore unpaid commitment fees, if any, owing to such Terminated Lender pursuant to Section 2.08; (ii) on the date of such assignment, the Borrower shall pay any amounts payable to such Terminated Lender pursuant to Section 2.14(c), 2.15 or 2.16; and (iii) in the event such Terminated Lender is a Non-Consenting Lender, such Replacement Lender shall consent, at the time of such assignment, to each matter in respect of which such Terminated Lender was a Non-Consenting Lender. If the Borrower exercises its option hereunder to cause an assignment by any Terminated Lender, such Terminated Lender shall, promptly after receipt of written notice of such election, execute and deliver all documentation necessary to effectuate such assignment in accordance with Section 9.06. In the event that a Terminated Lender does not comply with the requirements of the immediately preceding sentence within one Business Day after receipt of such notice, each Lender hereby authorizes and directs the Administrative Agent to execute and deliver such documentation as may be required to give effect to an assignment in accordance with Section 9.06 on behalf of such Terminated Lender and any such documentation so executed by the

Administrative Agent shall be effective for purposes of documenting an assignment pursuant to Section 9.06.

ARTICLE 3
CONDITIONS PRECEDENT

Section 3.01. Closing Date. The obligation of each Lender to make any Loan shall not become effective until the date on which each of the following conditions shall be satisfied (or waived in accordance with Section 9.05):

(a) *Credit Documents.* The Administrative Agent shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) evidence satisfactory to the Administrative Agent (which may include a facsimile or electronic image scan transmission) that such party has signed a counterpart of this Agreement.

(b) *Organizational Documents; Incumbency.* The Administrative Agent shall have received such documents and certificates as the Administrative Agent may reasonably request relating to the organization, existence and good standing of each Credit Party, the authorization of the Transactions, the incumbency and specimen signature of each officer executing on behalf of any Credit Party any Credit Document and any other legal matters relating to the Credit Parties, the Credit Documents or the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent.

(c) *Opinions of Counsel to Credit Parties.* The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Closing Date) of Davis Polk & Wardwell LLP, counsel for the Credit Parties, and/or internal counsel for the Borrower, in form and substance reasonably satisfactory to the Administrative Agent.

(d) *Fees.* The Administrative Agent and the Arranger shall have received all fees and other amounts due and payable on or prior to the Closing Date.

(e) *Guarantee Requirement.* The Guarantee Requirement shall have been satisfied.

(f) *Closing Date Certificate.* The Administrative Agent shall have received a fully executed Closing Date Certificate.

(g) *PATRIOT Act Information.* At least five days prior to the Closing Date, the Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including the PATRIOT Act (provided that such documentation and other information shall have been requested by the Lenders at least ten days in advance of the Closing Date).

(h) *Termination of Existing Credit Agreement.* The Borrower shall have terminated the Existing Credit Agreement and shall have repaid or prepaid all principal, interest, fees and other amounts due or outstanding thereunder. On the Closing Date, the “Commitments” as defined in the Existing Credit Agreement shall terminate, without any further action by any party thereto. The Lenders that are parties to the Existing Credit Agreement, comprising the “Requisite Lenders” as defined in the Existing Credit Agreement, hereby waive any requirement of prior notice of termination of the “Commitments” (as defined in the Existing Credit Agreement) pursuant to Section 2.09 thereof and of prepayment of loans thereunder.

Section 3.02. Each Credit Date. The obligation of each Lender to make a Loan on the occasion of any Borrowing is subject to the satisfaction (or waiver in accordance with Section 9.05) of the following conditions:

(a) *Funding Notice.* The Administrative Agent shall have received a fully completed and executed Funding Notice in accordance with Section 2.01(b).

(b) *Accuracy of Representations and Warranties.* The representations and warranties of each Credit Party set forth herein or in the other Credit Documents (other than the representations and warranties set forth in Sections 4.08 and 4.09) shall be true and correct in all material respects (except insofar as such inaccuracy thereof would not be material and adverse to the creditworthiness of the Borrower or constitute a material breach of any Credit Document from the point of view of a Person extending credit to the Borrower as contemplated hereby), in each case on and as of the date of such Borrowing to the same extent as though made on and as of such date, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be true and correct in all material respects (except insofar as such inaccuracy thereof would not be material and adverse to the creditworthiness of the Borrower or constitute a material breach of any Credit Document from the point of view of a Person extending credit to the Borrower as contemplated hereby) on and as of such prior date; *provided* that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof.

(c) *Absence of Defaults and Events of Default.* At the time of and immediately after giving effect to such Borrowing, no Default or Event of Default shall have occurred and be continuing.

(d) *IPO Effectiveness.* In the case of any Borrowing after giving effect to which the aggregate Exposures would exceed \$2,500,000,000, the Borrower's IPO shall have been completed.

Each Borrowing hereunder shall be deemed to constitute a representation and warranty by the Borrower on the date of such Borrowing as to the matters specified in Sections 3.02(b) and 3.02(c). Notwithstanding the foregoing, the Borrower's failure to satisfy any of the conditions specified in Sections 3.02(b) and 3.02(c) on any date shall not impair the ability of the Borrower to make a Borrowing on any later date, so