

“Safra Bank” means Bank J. Safra Sarasin AG.

“Safra Commitment Letter” means the letter agreement, dated February 5, 2015, between Safra Bank, Cavendish US, Parent and the Lead Borrower, pursuant to which (a) Safra Bank has committed, in favor of Parent and the Lead Borrower and on the terms and conditions set forth therein, to provide sufficient funds to Cavendish US for the purpose of causing Cavendish US to make the Change of Control Equity Contribution on or prior to March 5, 2015 and (b) Cavendish US has committed, in favor of Parent and the

Lead Borrower and on the terms and conditions set forth therein to make the Change of Control Equity Contribution on or prior to March 5, 2015 (such commitments, collectively, the “Safra 7.875% Senior Notes Commitment”).

“Sale-Leaseback Transaction” means any arrangements with any Person providing for the leasing by Parent or any of its Restricted Subsidiaries of real or personal property which has been or is to be sold or transferred by Parent or such Restricted Subsidiary to such Person or to any other Person to whom funds have been or are to be advanced by such Person in connection therewith.

“Sanctioned Entity” means (a) a country or a government of a country, (b) an agency of the government of a country, (c) an organization directly or indirectly controlled by a country or its government, and (d) a Person resident in or determined to be resident in a country, in each case, that is subject to a country sanctions program administered and enforced by OFAC.

“Sanctioned Person” means a person named on the list of Specially Designated Nationals maintained by OFAC.

“S&P” means Standard & Poor’s Financial Services LLC, a subsidiary of McGraw Hill Financial, Inc., and any successor to its ratings agency business.

“SEC” means the United States Securities and Exchange Commission and any successor thereto.

“Section 9.01 Financials” shall mean the quarterly and annual financial statements required to be delivered pursuant to Sections 9.01(a) and (b).

“Secured Party” means, collectively, each member of the Lender Group, each of the Bank Product Providers and each of the Indemnified Persons.

“Securities Account” means a securities account (as that term is defined in the UCC).

“Securities Act” means the Securities Act of 1933, as amended from time to time, and any successor statute.

“Securities Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Security Agreement” has the meaning set forth in Section 6.09.

“Security Documents” means the Control Agreements, the Copyright Security Agreement, the Security Agreement, the Mortgages, the Patent Security Agreement, the Trademark Security Agreement, any note or notes executed by Borrowers in connection with this Agreement and payable to any member of the Lender Group and each Additional Security Document.

“Settlement Date” has the meaning set forth in Section 2.14(c).

“Significant Parties” means (a) the Loan Parties and (b) Restricted Subsidiaries (other than Immaterial Subsidiaries) that are U.S. Subsidiaries or Significant Subsidiaries.

“Significant Subsidiaries” means each of the Restricted Subsidiaries of Parent listed on Schedule S-1 to the Disclosure Letter and each other Restricted Subsidiary of Parent that, at any date of determination, meets any of the following criteria:

- (a) for the most recent fiscal year generated gross revenue (excluding intercompany sales among Parent and its Subsidiaries) exceeding the Dollar equivalent of \$40,000,000; or
- (b) as at the end of the most recent fiscal year, owned assets (excluding intercompany receivables from Parent and its Restricted Subsidiaries) exceeding the Dollar equivalent of \$15,000,000.

“Similar Business” means any business and any services, activities or businesses incidental, or reasonably related or similar to, or complementary to any line of business engaged in by Parent and its Restricted Subsidiaries on the Closing Date (after giving effect to the Transaction) or any business activity that is a reasonable extension, development or expansion thereof or ancillary thereto.

“Solvent” means, with respect to any Person and its Subsidiaries, taken as a whole, as of any date of determination, that (a) at fair valuations, the sum of the debts (including contingent liabilities) of such Person and its Subsidiaries, taken as a whole, is less than all of the assets of such Person and its Subsidiaries, taken as a whole, (b) such Person and its Subsidiaries, taken as a whole, are not engaged or about to engage in a business or transaction for which the remaining assets of such Person and its Subsidiaries, taken as a whole, are unreasonably small in relation to the business or transaction or for which the property remaining with such Person and its Subsidiaries, taken as a whole, is an unreasonably small capital, and (c) such Person and its Subsidiaries, taken as a whole, have not incurred and do not intend to incur, or reasonably believe that they will incur, debts beyond their ability to pay such debts as they become due (whether at maturity or otherwise). For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

“Specified Event of Default” means any Event of Default arising under Section 11.01, 11.02 (solely with respect to representations, warranties or statements made or deemed made by any Loan Party in a Borrowing Base Certificate delivered to the Agent), 11.03(ii), 11.03(iii) (solely relating to a failure to comply with Section 9.16(c)) or 11.05.

“Specified Equity Contribution” has the meaning set forth in Section 10.11(b).

“Specified Representations” means each representation and warranty, with respect to Parent and the Borrowers, contained in any of Sections 8.01(i), 8.02, 8.03(iii), 8.05(b), 8.08(c), 8.11 (other than, to the extent such representation and warranty relates to perfection of a security interest in any Collateral referred to therein, if (x) such Collateral may not be perfected by the filing of a financing statement under the UCC or taking possession of a stock certificate to the extent related to a material, Wholly-Owned U.S. Subsidiary and (y) perfection of the Collateral Agent’s security interest in such Collateral described in preceding clause (x) may not be accomplished prior to or on the Closing Date after using commercially reasonable efforts without undue burden or expense), 8.15(b) (solely with respect to the PATRIOT Act), 8.15(c), 8.15(d) and 8.16.

“Sponsors” means Burlington UK LTD and J. Safra Foods Holdings S.à r.l. and their respective Affiliates.

“Sponsor Affiliate” means the collective reference to any entities (other than a portfolio company) controlled directly or indirectly by one or more of the Sponsors.

“Sponsor Associates” has the meaning set forth in the definition of “Permitted Transferees.”

“Sterling” means the lawful currency of the United Kingdom of Great Britain and Northern Ireland.

“Subsidiary” of a Person means a corporation, partnership, limited liability company, or other entity in which that Person directly or indirectly owns or controls the Equity Interests having ordinary voting power to elect a majority of the Board of Directors of such corporation, partnership, limited liability company, or other entity.

“Subsidiary Guarantor” means each U.S. Subsidiary of Parent in existence on the Closing Date (after giving effect to the Transaction) other than any Excluded Subsidiary, as well as each U.S. Subsidiary of Parent established, created or acquired after the Closing Date which becomes a party to the Security Agreement in accordance with the requirements of this Agreement or the provisions of the Security Agreement.

“Supermajority Lenders” means, at any time, Lenders having or holding more than 66 2/3% of the aggregate Loan Exposure of all Lenders; provided, that (i) the Loan Exposure of any Defaulting Lender shall be disregarded in the determination of the Supermajority Lenders, and (ii) at any time there are 2 or more Lenders, “Supermajority Lenders” must include at least 2 Lenders (who are not Affiliates of one another).

“Swap Contract” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement, including any such obligations or liabilities thereunder.

“Swingline Lender” means the Agent or any other Lender that, at the request of the Borrowers and with the consent of the Agent agrees, in such Lender’s sole discretion, to become the Swingline Lender under Section 2.12.

“Swingline Loan” means any Loan made by the Swingline Lender pursuant to Section 2.12.

“Swingline Loan Exposure” means, as of any date of determination with respect to any Lender, such Lender’s Pro Rata Share of the Swingline Loans on such date.

“Swingline Note” means each swingline note substantially in the form of Exhibit B-2 hereto.

“Swingline Sub-limit” has the meaning set forth in Section 2.12(a).

“Swiss Francs” means the lawful currency of Switzerland.

“Syndication Agent” has the meaning set forth in the preamble to this Agreement.

“Tax Group” has the meaning set forth in Section 10.03(vi).

“Taxes” means any taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein, and all interest, penalties or similar liabilities with respect thereto.

“Test Period” has the meaning set forth in the definition of “Pro Forma Basis.”

“Threshold Amount” means \$30,000,000.

“Trademark Security Agreement” has the meaning set forth in the Security Agreement.

“Transaction” means, collectively, (i) the consummation of the Merger, (ii) the consummation of the Refinancing of the Existing Credit Agreement, (iii) the consummation of the Equity Contribution, (iv) the entering into of the Loan Documents and the incurrence of Loans on the Closing Date, and (v) the payment of all Transaction Costs.

“Transaction Costs” means the fees, premiums and expenses payable by Parent and its Subsidiaries in connection with the Transaction.

“Type” means the type of Loan determined with regard to the interest option applicable thereto, i.e., whether a Base Rate Loan or a LIBO Rate Loan.

“UCC” means the New York Uniform Commercial Code, as in effect from time to time.

“Unfunded Pension Liability” of any Plan means the amount, if any, by which the value of the accumulated plan benefits under the Plan determined on a plan termination basis in accordance with actuarial assumptions at such time consistent with those prescribed by the PBGC for purposes of Section 4044 of ERISA, exceeds the fair market value of all plan assets of such Plan.

“United States” means the United States of America.

“Unrestricted Subsidiary” means (i) each Subsidiary of Parent listed on Schedule 9.15 to the Disclosure Letter and (ii) any Subsidiary of Parent designated by the board of directors of Parent as an Unrestricted Subsidiary pursuant to Section 9.15 subsequent to the Closing Date; provided, however, that no Borrower shall be designated as an Unrestricted Subsidiary.

“Unused Line Fee” has the meaning set forth in Section 2.05(a).

“U.S. GAAP” means generally accepted accounting principles as in effect from time to time in the United States, consistently applied.

“U.S. Person” means a “United States person” as defined in Section 7701(a)(30) of the Code.

“U.S. Subsidiary” means any direct or indirect Subsidiary of Parent that is organized under the laws of a State of the United States or the District of Columbia.

“U.S. Tax Compliance Certificate” has the meaning set forth in Section 5.01(c).

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years obtained by dividing (i) the then outstanding principal amount of such Indebtedness into (ii) the product obtained by multiplying (x) the amount of each then remaining installment or other required scheduled payments of principal, including payment at final maturity, in respect thereof, by (y) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment.

“Withdrawal Liability” means liability with respect to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

“Wholly-Owned Foreign Subsidiary” means, as to any Person, any Wholly-Owned Subsidiary of such Person which is a Foreign Subsidiary of such Person.

“Wholly-Owned Restricted Subsidiary” means, as to any Person, any Wholly-Owned Subsidiary of such Person which is a Restricted Subsidiary of such Person.

“Wholly-Owned Subsidiary” means, as to any Person, (i) any corporation 100% of whose capital stock is at the time owned by such Person and/or one or more Wholly-Owned Subsidiaries of such Person and (ii) any partnership, association, joint venture or other entity in which such Person and/or one or more Wholly-Owned Subsidiaries of such Person owns 100% of the Equity Interests at such time (other than, in the case of a Foreign Subsidiary with respect to immediately preceding clauses (i) or (ii), director’s qualifying shares and/or other nominal amounts of shares required to be held by Persons other than Parent and its Subsidiaries under applicable law).

“Wholly-Owned U.S. Subsidiary” means, as to any Person, any Wholly-Owned Subsidiary of such Person which is a U.S. Subsidiary of such Person.

1.02 Terms Generally. The definitions in Section 1.01 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall”; and the words “asset” and “property” shall be construed as having the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. The words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement unless the context shall otherwise require. All references herein to Sections, paragraphs, clauses, sub-clauses, Exhibits and Schedules shall be deemed references to Sections, paragraphs, clauses and sub-clauses of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. Unless otherwise expressly provided herein, (a) all references to documents, instruments and other agreements (including the Loan Documents and organizational documents) shall be deemed to include all subsequent amendments, restatements, amendments and restatements, supplements and other modifications thereto, but only to the extent that such amendments, restatements, amendments and restatements, supplements and other modifications are not prohibited by any Loan Document and (b) references to any law, statute, rule or regulation shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law. Unless otherwise specified, all references herein to times of day shall be references to Eastern Standard time (daylight or standard, as applicable).

Section 2. Amount and Terms of Credit.

2.01 Commitments.

Subject to the terms and conditions and relying upon the representations and warranties herein set forth, each Lender agrees, severally and not jointly, to make Loans to the Borrowers, at any time and from time to time on and after the Closing Date until the earlier of one Business Day prior to the Maturity Date and the termination of the Commitment of such Lender in accordance with the terms hereof, in an aggregate principal amount at any time outstanding that will not result in such Lender’s Revolving Exposure exceeding the lesser of (A) such Lender’s Commitment, and (B) such Lender’s Pro Rata Share multiplied by the Borrowing Base then in effect. Within the limits set forth above and subject to the terms, conditions and limitations set forth herein, the Borrowers may borrow, pay or prepay and re-borrow Loans. All Borrowers shall be jointly and severally liable as borrowers for all Loans regardless of which Borrower receives the proceeds thereof.

2.02 Loans.

(a) Each Loan (other than Swingline Loans) shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their applicable Commitments; provided that the failure of any Lender to make any Loan shall not in itself relieve any other Lender of its obligation to lend hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to make any Loan required to be made by such other Lender). Except for Loans deemed made pursuant to Section 2.02(f), Loans (other than Swingline Loans) comprising any

Borrowing shall be in an aggregate principal amount that is (i) (A) in the case of Base Rate Loans, not less than \$500,000 and (B) in the case of LIBO Rate Loans, an integral multiple of \$250,000 and not less than \$1,000,000, or (ii) equal to the remaining available balance of the applicable Commitments.

(b) Subject to Section 3.01, each Borrowing shall be comprised entirely of Base Rate Loans or LIBO Rate Loans as the Lead Borrower may request pursuant to Section 2.03. Each Lender may at its option make any LIBO Rate Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrowers to repay such Loan in accordance with the terms of this Agreement or cause the Borrowers to pay additional amounts pursuant to Section 3.01. Borrowings of more than one Type may be outstanding at the same time; provided further that the Borrowers shall not be entitled to request any Borrowing that, if made, would result in more than ten Borrowings of LIBO Rate Loans outstanding hereunder at any one time. For purposes of the foregoing, Borrowings having different Interest Periods, regardless of whether they commence on the same date, shall be considered separate Borrowings.

(c) Except with respect to Loans deemed made pursuant to Section 2.02(f), each Lender shall make each Loan (other than Swingline Loans) to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds to such account in New York City as the Agent may designate not later than 2:00 p.m., New York City time, and the Agent shall promptly credit the amounts so received to an account as directed by the Lead Borrower in the applicable Notice of Borrowing maintained with the Agent or, if a Borrowing shall not occur on such date because any condition precedent herein specified shall not have been met or waived, return the amounts so received to the respective Lenders.

(d) Unless the Agent shall have received notice from a Lender prior to the date of any Borrowing that such Lender will not make available to the Agent such Lender's portion of such Borrowing, the Agent may assume that such Lender has made such portion available to the Agent on the date of such Borrowing in accordance with paragraph (c) above, and the Agent may, in reliance upon such assumption, make available

to the applicable Borrower on such date a corresponding amount. If the Agent shall have so made funds available then, to the extent that such Lender shall not have made such portion available to the Agent, such Lender and the Lead Borrower severally agree to repay to the Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the such Borrower until the date such amount is repaid to the Agent at (i) in the case of the Lead Borrower, the interest rate applicable at the time to the Loans comprising such Borrowing and (ii) in the case of such Lender, a rate determined by the Agent to represent its cost of overnight or short-term funds (which determination shall be conclusive absent manifest error). If such Lender shall repay to the Agent such corresponding amount, such amount shall constitute such Lender's Loan as part of such Borrowing for purposes of this Agreement.

(e) Notwithstanding any other provision of this Agreement, the Lead Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

(f) If the Issuing Bank shall not have received from the Lead Borrower the payment required to be made by Section 2.13(e) within the time specified in such Section, the Issuing Bank will promptly notify the Agent of the Letter of Credit Disbursement and the Agent will promptly notify each Lender of such Letter of Credit Disbursement and its Pro Rata Share thereof. Each Lender shall pay by wire transfer of immediately available funds to the Agent on such date (or, if such Lender shall have received such notice later than 12:00 (noon), New York City time, on any day, not later than 11:00 a.m., New York City time, on the immediately following Business Day), an amount equal to such Lender's Pro Rata Share of such Letter of Credit Disbursement (it being understood that such amount shall be deemed to constitute a Base Rate Loan of such Lender, and such payment shall be deemed to have reduced the Letter of Credit Exposure), and the Agent will promptly pay to the Issuing Bank amounts so received by it from the Lenders. The Agent will promptly pay to the Issuing Bank any amounts received by it from the Lead Borrower pursuant to Section 2.13(e) prior to the time that any Lender makes any payment pursuant to this paragraph (f); any such amounts received by the Agent thereafter will be

promptly remitted by the Agent to the Lenders that shall have made such payments and to the Issuing Bank, as their interests may appear. If any Lender shall not have made its Pro Rata Share of such Letter of Credit Disbursement available to the Agent as provided above, such Lender and the Lead Borrower severally agree to pay interest on such amount, for each day from and including the date such amount is required to be paid in accordance with this paragraph (f) to but excluding the date such amount is paid, to the Agent for the account of the Issuing Bank at (i) in the case of the Lead Borrower, a rate per annum equal to the interest rate applicable to Loans pursuant to Section 2.06(a), and (ii) in the case of such Lender, the Base Rate.

(g) Notwithstanding anything to the contrary in this Agreement, any Lender may exchange, continue or rollover all of the portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Lead Borrower, the Agent and such Lender.

2.03 Borrowing Procedure. To request a Borrowing, the Lead Borrower shall notify the Agent of such request by telecopy or electronic transmission (if arrangements for doing so have been approved by the Agent, which approval shall not be unreasonably withheld, conditioned or delayed) or telephone (promptly confirmed by telecopy) (i) in the case of a Borrowing of LIBO Rate Loans, not later than 1:00 p.m., New York City time, one Business Day before the date of the proposed Borrowing or (ii) in the case of a Borrowing of Base Rate Loans (other than Swingline Loans), not later than 12:00 p.m. (noon), New York City time, on the Business Day of the proposed Borrowing. Each such telephonic Notice of Borrowing shall be irrevocable, subject to Sections 2.09 and 3.01, and shall be confirmed promptly by hand delivery or telecopy to the Agent

of a written Notice of Borrowing in a form approved by the Agent and signed by the Lead Borrower. Each such telephonic and written Notice of Borrowing shall specify the following information in compliance with Section 2.02:

- (a) the aggregate amount of such Borrowing;
- (b) the date of such Borrowing, which shall be a Business Day;
- (c) whether such Borrowing is to be a Borrowing of Base Rate Loans or a Borrowing of LIBO Rate Loans;
- (d) in the case of a Borrowing of LIBO Rate Loans, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period" and in compliance with Section 2.02(e);
- (e) the location and number of the account to which funds are to be disbursed, which shall comply with the requirements of Section 2.02; and
- (f) that the conditions set forth in Section 6 or Section 7, as applicable, have been satisfied or waived as of the date of such notice.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be a Borrowing of Base Rate Loans. If no Interest Period is specified with respect to any requested Borrowing of LIBO Rate Loans, then the Lead Borrower shall be deemed to have selected an Interest Period of one month's duration (subject to compliance with Section 2.02(e)). Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

2.04 Evidence of Debt; Repayment of Loans.

(a) Each Borrower, jointly and severally, hereby unconditionally promises to pay on the Maturity Date (i) to the Agent for the account of each Lender, the then unpaid principal amount of each Loan of such Lender, (ii) to the Swingline

Lender the then unpaid principal amount of each Swingline Loan and (iii) all other Obligations.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrowers to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement. The Lead Borrower shall be entitled to review records of such accounts with reasonable prior notice during normal business hours.

(c) The Agent shall maintain accounts in which it will record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrowers to each Lender hereunder, and (iii) the amount of any sum received by the Agent hereunder for the account of the Lenders and each Lender's share thereof. Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrowers to such Lender. The Lead Borrower shall be entitled to review records of such accounts with reasonable prior notice during normal business hours.

(d) The entries made in the accounts maintained pursuant to immediately preceding paragraphs (b) and (c) shall be *prima facie* evidence of the existence and amounts of the Obligations therein recorded absent manifest error; provided that the failure of any Lender or the Agent to maintain such accounts or any error therein shall not in any manner affect the obligations of the Borrowers to repay the Loans in accordance with their terms.

(e) Any Lender may request that Loans made by it be evidenced by a promissory note. In such event, the applicable Borrower shall promptly prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) substantially in the form of Exhibit B-1 or Exhibit B-2, as applicable.

2.05 Fees.

(a) Unused Line Fee. The Borrowers shall, jointly and severally, pay to the Agent, for the pro rata benefit of the Lenders (other than any Defaulting Lender), a fee equal to the Applicable Unused Line Fee Percentage multiplied by the amount by which the Commitments (other than Commitments of a Defaulting Lender) exceed the average daily balance of outstanding Loans (other than Swingline Loans) and stated amount of outstanding Letters of Credit during any calendar quarter (such fee, the "Unused Line Fee"). Such fee shall accrue commencing on the Closing Date, and will be payable in arrears on the first day of each calendar quarter thereafter.

(b) Agent Fees. The Borrowers, jointly and severally, agree to pay to the Agent, for its own account, the fees set forth in the Fee Letter or such other fees payable in the amounts and at the times separately agreed upon between the Lead Borrower and the Agent.

(c) Letter of Credit and Fronting Fees. The Borrowers, jointly and severally, agree to pay (i) to the Agent for the account of each Lender a participation fee ("Letter of Credit Fee") with respect to its participations in Letters of Credit, which shall accrue at a rate equal to the Applicable Margin from time to time used to determine the interest rate on LIBO Rate Loans pursuant to Section 2.06, on the average daily amount of such Lender's Letter of Credit Exposure (excluding any portion thereof attributable to unreimbursed Letter of Credit Disbursements) during the period from and including the Closing Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any Letter of Credit Exposure, and (ii) to each Issuing Bank (x) a fronting fee ("Fronting Fee"), which shall accrue, at a rate of 0.125% per annum on the average daily aggregate face amount of the Letters of Credit issued by such Issuing Bank during the period from and including the Closing Date to but excluding the later of the date of termination of the Commitments and the date on which all Letters of Credit issued by such Issuing Bank cease to be outstanding and all reimbursement obligations in respect thereof have been satisfied, as well as (y) such Issuing Bank's customary fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder as agreed between the Lead Borrower and the Issuing Bank from time to time. Letter of Credit Fees and Fronting Fees accrued through and including the last day of March, June, September and December of each year shall

be payable on the first day of the subsequent calendar quarter, commencing on the first such date to occur after the Closing Date; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand; provided further, that upon the termination of any Letter of Credit by its terms, all Letter of Credit Fees accrued with respect to such Letter of Credit shall be due and payable as of the date of such termination. Any other fees payable to the Issuing Bank pursuant to this paragraph shall be payable within 30 days after written demand. All Letter of Credit Fees and Fronting Fees shall be computed on the basis of a year of 360

days and shall be payable for the actual number of days elapsed (including the first day and, except as set forth above in this paragraph, the last day).

(d) Payment of Fees. All fees shall be paid on the dates due, in immediately available funds, to the Agent for distribution among the Lenders (other than Defaulting Lenders) pursuant to their respective Pro Rata Shares, except that the Fronting Fees shall be paid directly to the Issuing Bank. Once paid, none of the fees shall be refundable under any circumstances.

2.06 Interest on Loans.

(a) Subject to the provisions of Section 2.06(c), the Loans comprising each Borrowing of Base Rate Loans, including each Swingline Loan, shall bear interest at a rate per annum equal to the Base Rate *plus* the Applicable Margin in effect from time to time.

(b) Subject to the provisions of Section 2.06(c), the Loans comprising each Borrowing of LIBO Rate Loans shall bear interest at a rate per annum equal to the LIBO Rate for the Interest Period in effect for such Borrowing *plus* the Applicable Margin in effect from time to time.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fees or other amount payable by the Borrowers hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of, or interest on, any Loan, 2.00% plus the rate otherwise applicable to such Loan or (ii) in the case of any other amount, 2.00% plus the rate applicable to Base Rate Loans.

(d) (i) Accrued interest on each Base Rate Loan shall be payable in arrears on the first day of each calendar quarter occurring after the Closing Date, on the Maturity Date and, in the case of Loans, upon termination of the Commitments prior to the Maturity Date; and

(ii) Accrued interest on each LIBO Rate Loan shall be payable in arrears (x) on the last day of the Interest Period applicable thereto and, if such Interest Period is longer than 3 months, on each date during such Interest Period occurring every 3 months from the first day of such Interest Period, and (y) in the case of Loans, upon termination of the Commitments prior to the Maturity Date;

provided that (A) interest accrued pursuant to paragraph (c) of this Section 2.06 shall be payable on demand and, absent demand, as provided in this Section 2.06(d), (B) in the event of any repayment or prepayment of any Loan (other than a prepayment of a Base Rate Loan prior to end of the Revolving Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (C) in the event of any conversion of any LIBO Rate Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All interest and fees hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Base Rate shall be computed on the basis of a year of 365/366 days, and in each case shall be payable for the actual number of days elapsed (including the first day and the last day, other than, in respect of any Loan, Letter of Credit, Letter of Credit Disbursement, Commitment or other Obligation (in the event of a prepayment or repayment of any Loan or Letter of Credit Disbursement or any Commitment termination, subject to Section 2.10(a)) the

last day that such Loan, Letter of Credit, Letter of Credit Disbursement, Commitment or other Obligation is outstanding).
The applicable Base Rate

or LIBO Rate shall be determined by the Agent in accordance with the provisions of this Agreement and such determination shall be conclusive absent manifest error.

2.07 Termination and Reduction of Commitments.

(a) The Commitments shall automatically terminate on the Maturity Date.

(b) The Lead Borrower may at any time terminate, or from time to time reduce, the Commitments; provided that (i) any such reduction shall be in a minimum amount of \$5,000,000 (and any integral multiples of \$1,000,000 in excess thereof) (or, if less, the then aggregate amount of the Commitments) and (ii) the Commitments shall not be terminated or reduced if after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.09, the Aggregate Exposures would exceed the Aggregate Commitments.

(c) The Lead Borrower shall notify the Agent of any election to terminate or reduce the Aggregate Commitments under paragraph (b) of this Section 2.07 at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Lead Borrower pursuant to this Section 2.07 shall be irrevocable; provided that a notice of termination or reduction of the Commitments under this Section 2.07 may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Lead Borrower (by notice to the Agent at any time on or prior to the specified effective date) if such condition is not satisfied. Any effectuated termination or reduction of the Aggregate Commitments shall be permanent. Each reduction of the Aggregate Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

2.08 Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Notice of Borrowing and, in the case of a Borrowing of LIBO Rate Loans, shall have an initial Interest Period as specified in such Notice of Borrowing. Thereafter, the Lead Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Borrowing of LIBO Rate Loans, may elect Interest Periods therefor, all as provided in this Section 2.08. The Lead Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. Notwithstanding anything to the contrary, the Lead Borrower shall not be entitled to request any conversion or continuation that, if made, would result in more than ten Borrowings of LIBO Rate Loans outstanding hereunder at any one time. This Section 2.08 shall not apply to Swingline Loans, which may not be converted or continued.

(b) To make an election pursuant to this Section 2.08, the Lead Borrower shall notify the Agent of such election by telephone or electronic transmission (if arrangements for doing so have been approved by the Agent, which approval shall not be unreasonably withheld, delayed or conditioned) by the time that a Notice of Borrowing would be required under Section 2.03 if the Lead Borrower was requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election, subject to Section 3.05. Each such telephonic Notice of Conversion/Continuation shall be confirmed promptly by hand delivery or telecopy to the Agent of a written Notice of Conversion/Continuation substantially in the form of Exhibit A-2, unless otherwise agreed to by the Agent and the Lead Borrower.