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long as each of the conditions specified in Sections 3.02(b) and 3.02(c) shall be satisfied (or waived in accordance with Section 9.05) on such later date.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES

In order to induce the Administrative Agent and the Lenders to enter into this Agreement and, in the case of the Lenders, to make the Loans hereunder, the Borrower represents and warrants to each Lender that the following statements are true and correct:

**Section 4.01. Organization; Power and Authority; Qualification.** The Borrower and each Material Subsidiary (a) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (b) has all requisite power and authority to own and operate its properties and to carry on its business as now conducted and as proposed to be conducted and (c) is qualified to do business and in good standing in every jurisdiction where its assets are located or where such qualification is necessary to carry out its business and operations, except in jurisdictions where the failure to be so qualified or in good standing, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

**Section 4.02. Equity Interests and Ownership.** Schedule 4.02 sets forth, as of the Closing Date, the name and jurisdiction of organization of, and the percentage of each class of Equity Interests owned by the Borrower or any Subsidiary in, (a) each Subsidiary and (b) each joint venture in which the Borrower or any Subsidiary owns any Equity Interests, and identifies each Subsidiary Guarantor.

**Section 4.03. Due Authorization.** The Transactions to be entered into by each Credit Party are within such Credit Party's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational and, if required, stockholder or other equityholder action of each Credit Party.

**Section 4.04. No Conflict.** The Transactions do not (a) violate any applicable law, including any order of any Governmental Authority, (b) violate the Organizational Documents of the Borrower or any Subsidiary, (c) violate or result (alone or with notice or lapse of time, or both) in a default under any Contractual Obligation of the Borrower or any Subsidiary, or give rise to a right thereunder to require any payment, repurchase or redemption to be made by the Borrower or any Subsidiary, or give rise to a right of, or result in, any termination, cancellation, acceleration or right of renegotiation of any obligation thereunder, or (d) except for any Liens created under the Credit Documents, result in the creation or imposition of any material Lien on any material assets of the Borrower or any Subsidiary (except, in the case of each of the foregoing clauses (a) through (d), insofar as any such violation, default or other matter causing the representations in such clauses to be inaccurate would not reasonably be expected to have a Material Adverse Effect).

**Section 4.05. Governmental Approvals.** The Transactions do not require any registration with, consent or approval of, or notice to, or any other action by any

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Governmental Authority, except such as have been obtained and are in full force and effect, except insofar as the inaccuracy of such representation would not reasonably be expected to have a Material Adverse Effect.

**Section 4.06. Binding Obligation.** Each Credit Document has been duly executed and delivered by each Credit Party that is a party thereto and is the legally valid and binding obligation of such Credit Party, enforceable against such Credit Party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

**Section 4.07. Financial Statements.** The Historical Financial Statements were prepared in conformity with GAAP and fairly present, in all material respects, the consolidated financial position of the Persons described therein as of the dates indicated and the consolidated results of their operations and their cash flows for the periods indicated, subject, in the case of any such unaudited financial statements, to changes resulting from audit and normal year end adjustments. As of the Closing Date, neither the Borrower nor any Subsidiary has any contingent liability, long term lease, unusual forward or long term commitment or unrealized loss that, in each case, is material to the business, operations, assets or financial condition of the Borrower and the Subsidiaries, taken as a whole, and is not reflected in the Historical Financial Statements or the notes thereto.

**Section 4.08. No Material Adverse Effect.** Since December 31, 2011, there has been no event or condition that has had or would reasonably be expected to have a Material Adverse Effect.

**Section 4.09. Adverse Proceedings.** There are no Adverse Proceedings that (a) individually or in the aggregate would reasonably be expected to have a Material Adverse Effect or (b) in any manner question the validity or enforceability of any Credit Document or seek to recover any damages or obtain any relief as a result of the Transactions.

**Section 4.10. Taxes.** The Borrower and each Subsidiary has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) any Taxes that are being contested in good faith by appropriate proceedings and for which the Borrower or such Subsidiary, as applicable, has set aside on its books adequate reserves with respect thereto in conformity with GAAP or (b) to the extent the failure to do so, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

**Section 4.11. Properties.** (a) *Title.* The Borrower and each Subsidiary has (i) good, sufficient and legal title to (in the case of fee interests in real property), (ii) valid leasehold interests in (in the case of leasehold interests in real or personal property, other than Intellectual Property) and (iii) good title to (in the case of all other personal property, other than Intellectual Property) all its material properties reflected in the Historical Financial Statements or, after the first delivery thereof, in the financial statements most recently delivered pursuant to Section 5.01(a) or 5.01(b),

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except for (A) assets disposed of since the date of such financial statements in the ordinary course of business or as otherwise permitted by this Agreement and (B) defects in title that do not interfere with the ability of the Borrower and the Subsidiaries to conduct their business, taken as a whole, in all material respects as currently conducted.

(b) *Intellectual Property.* The Borrower and each Subsidiary owns, has valid licensed rights or is licensed to use, all Intellectual Property material to its business, and the use thereof by the Borrower and the Subsidiaries has not been determined by a final, non-appealable judgment of a court of competent jurisdiction to infringe upon the rights of any other Person, except for any such failures to own or be licensed or infringements that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

**Section 4.12. Environmental Matters.** Except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, neither the Borrower nor any Subsidiary (a) has failed to comply with any Environmental Law or to obtain, maintain or comply with any Governmental Authorization required under any Environmental Law, (b) has become subject to any Environmental Liability, (c) has received notice of any claim with respect to any Environmental Liability or (d) knows of any basis for any Environmental Liability.

**Section 4.13. Compliance with Laws and Contractual Obligations.** The Borrower and each Subsidiary is in compliance with all laws, including all orders of Governmental Authorities, applicable to it or its property and all of its Contractual Obligations, and no condition or circumstance exists that, with the giving of notice or the lapse of time or both, would reasonably be expected to result in a failure to comply with any the foregoing, in each case except where such failure to comply, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

**Section 4.14. Governmental Regulation.** None of the Credit Parties is required to register as an “investment company” under the Investment Company Act of 1940.

**Section 4.15. Margin Stock.** The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), and no proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock in violation of the margin rules.

**Section 4.16. Employee Benefit Plans.** Except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, (a) each of the Borrower, the Subsidiaries and its and their respective ERISA Affiliates are in compliance with all applicable provisions and requirements of ERISA and the Internal Revenue Code and the regulations and published interpretations thereunder with respect to each Employee Benefit Plan, and has performed all its obligations under each Employee Benefit Plan, (b) each

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Employee Benefit Plan that is intended to qualify under Section 401(a) of the Internal Revenue Code has received a favorable determination letter (or opinion letter issued to a prototype type sponsor) from the Internal Revenue Service indicating that such Employee Benefit Plan is so qualified and nothing has occurred subsequent to the issuance of such determination letter which would cause such Employee Benefit Plan to lose its qualified status, (c) the present value of the aggregate benefit liabilities under each Pension Plan sponsored, maintained or contributed to by the Borrower, any Subsidiary or any of its or their ERISA Affiliates (determined as of the end of the most recent plan year on the basis of the actuarial assumptions specified for funding purposes in the most recent actuarial valuation for such Pension Plan), did not exceed the aggregate current value of the assets of such Pension Plan and (d) as of the most recent valuation date for each Multiemployer Plan for which the actuarial report is available, the potential liability of the Borrower, the Subsidiaries and its and their respective ERISA Affiliates for a complete withdrawal from such Multiemployer Plan (within the meaning of Section 4203 of ERISA), when aggregated with such potential liability for a complete withdrawal from all Multiemployer Plans, based on information available pursuant to Section 4221(e) of ERISA is zero. No liability to the PBGC (other than required premium payments), the Internal Revenue Service, any Employee Benefit Plan or any trust established under Title IV of ERISA that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect has been incurred by the Borrower, any Subsidiary or any of its or their ERISA Affiliates. No ERISA Event has occurred that would reasonably be expected to have a Material Adverse Effect.

**Section 4.17. Solvency.** The Credit Parties, taken as a whole, are on the Closing Date, before and after the consummation of the Transactions to occur on the Closing Date, Solvent.

**Section 4.18. Disclosure.** No document or certificate furnished to the Administrative Agent or any Lender by or on behalf of the Borrower or any Subsidiary in connection with the consummation of the Transactions on the Closing Date contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which they were made, except insofar as the inaccuracy of the foregoing representation would not reasonably be expected to have, or constitute a failure to disclose, a Material Adverse Effect.

## ARTICLE 5

### AFFIRMATIVE COVENANTS

Until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full, the Borrower covenants and agrees with the Lenders that:

**Section 5.01. Financial Statements; Reports and Notices.** The Borrower will deliver to the Administrative Agent and, upon any Lender's specific request, to such Lender:

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(a) *Quarterly Financial Statements.* Within 60 days after the end of each of the first three Fiscal Quarters of each Fiscal Year, the consolidated balance sheet of the Borrower and the Subsidiaries as at the end of such Fiscal Quarter and the related consolidated statements of operations of the Borrower and the Subsidiaries for such Fiscal Quarter and the related consolidated statements of operations and cash flows for the period from the beginning of the then current Fiscal Year to the end of such Fiscal Quarter, setting forth in each case in comparative form the corresponding figures for the corresponding periods of (or, in the case of the balance sheet, as of the end of) the previous Fiscal Year, together with a Financial Officer Certification with respect thereto.

(b) *Audited Annual Financial Statements.* Within 120 days after the end of each Fiscal Year, the consolidated balance sheets of the Borrower and the Subsidiaries as at the end of such Fiscal Year and the related consolidated statements of operations, shareholders' equity and cash flows of the Borrower and the Subsidiaries for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the previous Fiscal Year, together with a report thereon of Ernst & Young LLP or other independent registered public accounting firm of recognized national standing selected by the Borrower and reasonably satisfactory to the Administrative Agent (it being agreed that Deloitte & Touche LLP, KPMG LLP or PricewaterhouseCoopers LLP, or any successor to the audit business of any of the foregoing, is satisfactory and acceptable to the Administrative Agent) (which report shall be unqualified as to going concern and scope of audit and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of the Borrower and the Subsidiaries as at the dates indicated and the consolidated results of their operations and their cash flows for the periods indicated in conformity with GAAP applied on a basis consistent with prior years (except as otherwise disclosed in such financial statements) and that the examination by such accounting firm in connection with such consolidated financial statements has been made in accordance with generally accepted auditing standards).

(c) *Compliance Certificate.* Together with each delivery of consolidated financial statements of the Borrower and the Subsidiaries pursuant to Section 5.01(a) or 5.01(b), a completed Compliance Certificate signed by an Authorized Officer of the Borrower, which include (i) a certification as to whether a Default or an Event of Default has occurred and, if a Default or an Event of Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) a certification that all notices and certificates required to be provided under Sections 5.01(d), 5.01(e), and 5.07 have been provided and (iii) a reasonably detailed calculation of the aggregate amount of Capital Lease Obligations, and other Indebtedness outstanding under Section 6.01(d) or 6.01(h) as of the last day of the most recent Fiscal Quarter covered by such financial statements (or, if reasonably available, as of a recent date prior to the date of delivery of such certificate).

(d) *Notice of Default or Change in Control.* (i) Promptly after any Authorized Officer of the Borrower obtains actual knowledge of (A) the occurrence of, or receipt by the Borrower of any notice claiming the occurrence of any event or condition that constitutes, any Default or Event of Default, or (B) the occurrence of, or receipt by the Borrower of any notice claiming the occurrence of, a Change in

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Control, a certificate of an Authorized Officer of the Borrower setting forth the details of any such event or condition requiring such notice and any action the Borrower has taken, is taking or proposes to take with respect thereto.

(ii) Prior to an IPO, promptly after any Authorized Officer of the Borrower obtains actual knowledge of (A) any event or condition that has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (B) any Adverse Proceeding, or any adverse development therein, not previously disclosed in writing by the Borrower to the Lenders that, in each case, would reasonably be expected to have a Material Adverse Effect, a certificate of an Authorized Officer of the Borrower setting forth the details thereof and any action the Borrower has taken, is taking or proposes to take with respect thereto.

(e) *ERISA*. Promptly upon any Authorized Officer of the Borrower obtaining knowledge of the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred and not been remedied or otherwise eliminated, would reasonably be expected to result in liability of the Borrower and the Subsidiaries in an aggregate amount that would reasonably be expected to have a Material Adverse Effect, a written notice specifying the nature thereof, what action the Borrower, any Subsidiary or any of its or their respective ERISA Affiliates has taken, is taking or proposes to take with respect thereto and, when known, any action taken or threatened by the Internal Revenue Service, the Department of Labor or the PBGC with respect thereto.

(f) *Filed Information*. Promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrower or any Subsidiary with the SEC or with any national securities exchange, or distributed by the Borrower to its shareholders generally, as the case may be.

(g) *Other Information*. Promptly after any request therefor, such other information regarding the business, operations, assets, liabilities (including contingent liabilities) and financial condition of the Borrower or any Subsidiary, or compliance with the terms of any Credit Document, as the Administrative Agent or any Lender may reasonably request.

Information required to be delivered pursuant to this Section shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall have been posted by the Administrative Agent on the Platform to which the Lenders have been granted access or shall be available on the website of the SEC at <http://www.sec.gov>. Information required to be delivered pursuant to this Section may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent.

**Section 5.02. Existence.** The Borrower will at all times preserve and keep in full force and effect its existence; *provided* that the foregoing shall not prohibit any merger or consolidation permitted under Section 6.03.

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**Section 5.03. Payment of Taxes.** The Borrower and each Material Subsidiary will pay its Tax liabilities before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings and the Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in conformity with GAAP or (b) the failure to make such payment would not reasonably be expected to have a Material Adverse Effect.

**Section 5.04. Maintenance of Properties.** The Borrower will, and will cause each of the Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition in all material respects, ordinary wear and tear and obsolescence excepted, all material tangible properties material to the conduct of the business of the Borrower and the Subsidiaries taken as a whole, except where such failure to maintain or cause to be maintained would not reasonably be expected to result in a Material Adverse Effect.

**Section 5.05. Insurance.** The Borrower will, and will cause each of the Subsidiaries to, maintain with financially sound and reputable insurance companies, insurance in such amounts and against such risks as is customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations.

**Section 5.06. Books and Records; Inspections.** The Borrower will, and will cause each of the Material Subsidiaries to, keep proper books of record and accounts in which full, true and correct entries in conformity in all material respects with GAAP and applicable law shall be made of all dealings and transactions in relation to its business and activities. The Borrower will, and will cause each of the Material Subsidiaries to, permit the Administrative Agent or, if an Event of Default shall have occurred and is continuing, any Lender (or their authorized representatives) to visit and inspect any of the properties of the Borrower and any Material Subsidiary, to inspect its and their financial and accounting records and to discuss its and their business, operations, assets, liabilities (including contingent liabilities) and financial condition with its and their officers and independent public accountants, all upon reasonable notice and at such reasonable times during normal business hours and as often as may reasonably be requested; *provided that*, unless an Event of Default shall have occurred and be continuing, no more than one such visit and inspection may be made during any calendar year (it being understood and agreed that the Administrative Agent and, if applicable, the Lenders shall seek to coordinate among themselves with a view to attending or participating in one and the same visit and inspection).

**Section 5.07. Subsidiary Guarantors.** If the Guarantee Requirement shall cease to be satisfied at any time, the Borrower will, as promptly as practicable, and in any event within 30 days after an Authorized Officer of the Borrower obtains actual knowledge thereof (or such longer period as the Administrative Agent may agree to in writing), notify the Administrative Agent thereof and cause the Guarantee Requirement to be satisfied. Without limiting the foregoing, if any wholly-owned Material Domestic Subsidiary is formed or acquired after the Closing Date (or if any Domestic Subsidiary becomes a wholly-owned Material Domestic Subsidiary after

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the Closing Date), the Borrower will, as promptly as practicable, and in any event within 30 days (or such longer period as the Administrative Agent may agree to in writing), notify the Administrative Agent thereof and cause the Guarantee Requirement to be satisfied with respect to such wholly-owned Material Domestic Subsidiary.

## ARTICLE 6 NEGATIVE COVENANTS

Until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full, the Borrower covenants and agrees with the Lenders that:

**Section 6.01. Indebtedness.** The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness created under (i) the Credit Documents and (ii) the Bridge Facility;

(b) Indebtedness of the Borrower or any Subsidiary owing to the Borrower or any other Subsidiary; *provided* that (i) such Indebtedness shall not have been transferred to any Person other than the Borrower or any Subsidiary and (ii) any such Indebtedness owing by any Credit Party to a Subsidiary that is not a Credit Party shall be subordinated to the Obligations on terms customary for intercompany subordinated Indebtedness, as reasonably determined by the Administrative Agent;

(c) Guarantees by the Borrower or any Subsidiary of any Indebtedness of the Borrower or any other Subsidiary, other than (i) Guarantees of Permitted Subordinated Indebtedness if such Guarantees are not permitted by the definition of the term “**Permitted Subordinated Indebtedness**” and (ii) Guarantees of Indebtedness referred to in clause (e) below if such Guarantees are not permitted by such clause;

(d) (i) Capital Lease Obligations, (ii) Indebtedness incurred to finance the acquisition, construction or improvement of any fixed or capital assets or assumed in connection with the acquisition of any such assets, and (iii) Refinancing Indebtedness in respect of any such other Indebtedness incurred pursuant to clause (i) or (ii); *provided* that (A) the aggregate amount of Sale/Leaseback Transactions and Refinancing Indebtedness in respect thereof shall not exceed \$750,000,000 and (B) the aggregate amount of Indebtedness incurred in reliance on this subsection (d) shall not exceed \$3,000,000,000 at any time outstanding (exclusive of the amount of the Capital Lease Obligations in respect of the Borrower’s headquarters complex and any Refinancing Indebtedness in respect thereof) and (C) in the case of any Indebtedness referred to in clause (ii) above, such Indebtedness is incurred prior to or within 270 days after such acquisition or the completion of such construction or improvement and the principal amount of such Indebtedness does not exceed the cost of acquiring, constructing or improving such fixed or capital assets;



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(e) Indebtedness of any Person that becomes a Subsidiary (or of any Person not previously a Subsidiary that is merged or consolidated with or into a Subsidiary in a transaction permitted hereunder) after the date hereof, and Refinancing Indebtedness in respect thereof; *provided* that (i) such Indebtedness exists at the time such Person becomes a Subsidiary (or is so merged or consolidated) and is not created in contemplation of or in connection with such Person becoming a Subsidiary (or such merger or consolidation) and (ii) the aggregate principal amount of Indebtedness permitted by this clause (e) shall not exceed \$500,000,000 at any time outstanding;

(f) Indebtedness owed in respect of overdrafts and related liabilities arising from treasury, depository and cash management services or in connection with any automated clearing-house transfers of funds;

(g) Permitted Subordinated Indebtedness; and

(h) other Indebtedness of the Borrower or any Subsidiary; *provided* that the aggregate principal amount of such Indebtedness, together with the aggregate principal amount of Indebtedness referred to in Sections 6.01(a)(i), 6.01(d) and 6.01(e), shall not exceed \$8,000,000,000 at any time outstanding.

**Section 6.02. Liens.** The Borrower will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Lien on any asset now owned or hereafter acquired by it, except:

(a) Liens created under the Credit Documents;

(b) Permitted Encumbrances;

(c) any Lien on any asset of the Borrower or any Subsidiary existing on the date hereof and set forth on Schedule 6.02; *provided* that (i) such Lien shall not apply to any other asset of the Borrower or any Subsidiary and (ii) such Lien shall secure only those obligations that it secures on the date hereof and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such extension, renewal or refinancing and by an amount equal to any existing commitments unutilized thereunder and, in the case of any such obligations constituting Indebtedness, that are permitted under Section 6.01 as Refinancing Indebtedness in respect thereof;

(d) any Lien existing on any asset prior to the acquisition thereof by the Borrower or any Subsidiary or existing on any asset of any Person that becomes a Subsidiary after the date hereof prior to the time such Person becomes a Subsidiary; *provided* that (i) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary, (ii) such Lien shall not apply to any other asset of the Borrower or any Subsidiary and (iii) such Lien shall secure only those obligations that it secures on the date of such acquisition or the date such Person becomes a Subsidiary, as the case may be, and any extensions, renewals and

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refinancings thereof that do not increase the outstanding principal amount thereof except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such extension, renewal or refinancing and by an amount equal to any existing commitments unutilized thereunder and, in the case of any such obligations constituting Indebtedness, that are permitted under Section 6.01 as Refinancing Indebtedness in respect thereof;

(e) Liens on fixed or capital assets acquired, constructed or improved by the Borrower or any Subsidiary; *provided* that (i) such Liens secure only Indebtedness permitted by Section 6.01(d), and obligations relating thereto not constituting Indebtedness, and (ii) such Liens shall not apply to any other asset of the Borrower or any Subsidiary;

(f) other Liens on fixed or capital assets (but not on any Intellectual Property, accounts receivable or other intangible assets); *provided* that such Liens secure only Indebtedness permitted by Section 6.01(h) in an aggregate principal amount not exceeding \$350,000,000 at any time outstanding and obligations relating thereto not constituting Indebtedness; and

(g) other Liens securing Indebtedness or other obligations outstanding in an aggregate amount not to exceed \$100,000,000.

**Section 6.03. Fundamental Changes; Asset Transfers.** (a) The Borrower will not merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or liquidate or dissolve; *provided* that, if at the time thereof and immediately after giving effect thereto no Default or Event of Default shall have occurred and be continuing, the Borrower may merge or consolidate with or into any Person in a transaction in which the surviving entity is (i) the Borrower or (ii) a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, which corporation shall expressly assume, by a written instrument in form and substance reasonably satisfactory to the Administrative Agent, all the obligations of the Borrower under the Credit Documents.

(b) The Borrower will not, and will not permit any Subsidiary to, sell, transfer, lease, license or otherwise dispose of, in one transaction or a series of transactions, (i) assets representing all or substantially all the assets of the Borrower and the Subsidiaries taken as a whole (other than to the Borrower or one or more Subsidiaries), (ii) assets representing all or substantially all the assets of the Borrower and the Domestic Subsidiaries taken as a whole (other than to the Borrower or one or more Subsidiary Guarantors), (iii) Intellectual Property material to the conduct of business of the Borrower and the Subsidiaries taken as a whole (other than (A) grants of outbound licenses of such Intellectual Property that are either (1) non-exclusive or (2) exclusive for limited purposes, and that in either case do not materially detract from the value of the affected asset in the hands of the Borrower and the Subsidiaries, or interfere with the ordinary conduct of business of the Borrower and the Subsidiaries taken as a whole, or require the Borrower or any Subsidiary to obtain any license of or other right to use such Intellectual Property from the licensee in