

“**Tranche**” shall mean (a) when used with reference to Advances, refers to whether such Advances are 364-Day Tranche Advances, 3-Year Tranche Advances or 5-Year Tranche Advances, (b) when used with reference to Commitments, refers to whether such Commitments are 364-Day Tranche Commitments, 3-Year Tranche Commitments or 5-Year Tranche Commitments and (c) when used with reference to Lenders, refers to whether such Lenders are 364-Day Tranche Lenders, 3-Year Tranche Lenders or 5-Year Tranche Lenders.

“**Transaction Agreement**” means the Transaction Agreement, dated as of June 25, 2019, by and among the Borrower, Venice Subsidiary LLC, a Delaware limited liability company and Allergan.

“**Transactions**” has the meaning set forth in the recitals hereto.

“**Trustee**” has the meaning set forth in the definition of “Existing Public Notes”.

“**Type**” refers to a Base Rate Advance or a Eurocurrency Rate Advance.

“**U.S. Person**” means any Person that is a “United States person” as defined in Section 7701(a)(30) of the Internal Revenue Code.

“**Unadjusted Benchmark Replacement**” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

“**Unconditional Date**” means the date on which the Takeover Offer is declared or becomes unconditional in all respects.

“**United States**” and “**U.S.**” each means the United States of America.

“**Voting Stock**” means shares of capital stock issued by a corporation, or equivalent interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

“**Withdrawal Liability**” has the meaning set forth in Part I of Subtitle E of Title IV of ERISA.

“**Write-Down and Conversion Powers**” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.02. *Computation of Time Periods.* In this Agreement, in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”, the word “through” means “through and including” and each of the words “to” and “until” mean “to but excluding”.

Section 1.03. *Accounting Terms.* Except as otherwise expressly provided herein, all accounting terms not specifically defined herein shall be construed in accordance with, and all financial data (including financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, generally accepted accounting principles as in effect in the United States from time to time (“**GAAP**”) (it being agreed that (A) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously

referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Debt or other liabilities of a member of the Consolidated Group at “fair value”, as defined therein and (ii) any treatment of Debt in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Debt in a reduced or bifurcated manner as described therein, and such Debt shall at all times be valued at the full stated principal amount thereof and (B) notwithstanding anything to the contrary in this Section 1.03 or in any classification under GAAP of any Person, business, assets or operations in respect of which a definitive agreement for the disposition thereof has been entered into as discontinued operations, no pro forma effect shall be given to any discontinued operations (and the Consolidated EBITDA attributable to any such Person, business, assets or operations shall not be excluded for any purposes hereunder) until such disposition shall have been consummated). If at any time any change in GAAP would affect the calculation of any covenant set forth herein and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such covenant to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such covenant shall continue to be calculated in accordance with GAAP prior to such change and (ii) the Borrower shall provide to the Administrative Agent and the Lenders, concurrently with the delivery of any financial statements or reports with respect to such covenant, statements setting forth a reconciliation between calculations of such covenant made before and after giving effect to such change in GAAP.

Section 1.04. *Terms Generally.* The definitions of terms herein shall apply equally to 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”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignment set forth herein), (d) 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 hereto and (e) unless indicated otherwise (expressly or as the context may require), each reference in this Agreement to a specific “Article”, “Section” or “clause” shall refer to the corresponding article, section or clause of this Agreement.

Section 1.05. *Divisions.* For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE 2

AMOUNTS AND TERMS OF THE ADVANCES

Section 2.01. *The Advances.*

(a) If a Pre-Closing Funding Election has been made, each 364-Day Tranche Lender severally and not jointly agrees, on the terms and conditions hereinafter set forth, to advance same day funds denominated in Dollars to the Administrative Agent on the Pre-Closing Funding Date in an amount requested by the Borrower and otherwise in accordance with Section 2.02, not to exceed an amount equal to such Lender's 364-Day Tranche Commitment immediately prior to the making of such advance. If a Pre-Closing Funding Election has not been made, each 364-Day Tranche Lender severally and not jointly agrees, on the terms and conditions hereinafter set forth, to make a 364-Day Tranche Advance denominated in Dollars to the Borrower on the Closing Date in an amount requested by the Borrower and otherwise in accordance with Section 2.02, not to exceed an amount equal to such Lender's 364-Day Tranche Commitment immediately prior to the making of such 364-Day Tranche Advance. Each Lender's 364-Day Tranche Commitment shall terminate upon the making of the 364-Day Tranche Advances on the Closing Date. 364-Day Tranche Advances borrowed under this Section 2.01(a) and paid or prepaid may not be reborrowed.

(b) If a Pre-Closing Funding Election has been made, each 3-Year Tranche Lender severally and not jointly agrees, on the terms and conditions hereinafter set forth, to advance same day funds denominated in Dollars to the Administrative Agent on the Pre-Closing Funding Date in an amount requested by the Borrower and otherwise in accordance with Section 2.02, not to exceed an amount equal to such Lender's 3-Year Tranche Commitment immediately prior to the making of such advance. If a Pre-Closing Funding Election has not been made, each 3-Year Tranche Lender severally and not jointly agrees, on the terms and conditions hereinafter set forth, to make a 3-Year Tranche Advance denominated in Dollars to the Borrower on the Closing Date in an amount requested by the Borrower and otherwise in accordance with Section 2.02, not to exceed an amount equal to such Lender's 3-Year Tranche Commitment immediately prior to the making of such 3-Year Tranche Advance. Each Lender's 3-Year Tranche Commitment shall terminate upon the making of the 3-Year Tranche Advances on the Closing Date. 3-Year Tranche Advances borrowed under this Section 2.01(b) and paid or prepaid may not be reborrowed.

(c) If a Pre-Closing Funding Election has been made, each 5-Year Tranche Lender severally and not jointly agrees, on the terms and conditions hereinafter set forth, to advance same day funds denominated in Dollars to the Administrative Agent on the Pre-Closing Funding Date in an amount requested by the Borrower and otherwise in accordance with Section 2.02, not to exceed an amount equal to such Lender's 5-Year Tranche Commitment immediately prior to the making of such advance. If a Pre-Closing Funding Election has not been made, each 5-Year Tranche Lender severally and not jointly agrees, on the terms and conditions hereinafter set forth, to make a 5-Year Tranche Advance denominated in Dollars to the Borrower on the Closing Date in an amount requested by the Borrower and otherwise in accordance with Section 2.02, not to exceed an amount equal to such Lender's 5-Year Tranche Commitment immediately prior to the making of such 5-Year Tranche Advance. Each Lender's 5-Year Tranche Commitment shall terminate upon the making of the 5-Year Tranche Advances on the Closing Date. 5-Year Tranche Advances borrowed under this Section 2.01(c) and paid or prepaid may not be reborrowed.

Section 2.02. *Making the Advances.* (a) (A) Each Borrowing shall be made on notice by the Borrower, given not later than (x) 10:00 a.m. (Local Time) on the third Business Day prior to the proposed date of Borrowing in the case of a Borrowing consisting of Eurocurrency Rate Advances or (y) 10:00 a.m. (Local Time) on the Business Day prior to the proposed date of Borrowing in the case of a Borrowing consisting of Base Rate Advances, to the Administrative Agent, which shall give to each applicable Lender prompt notice thereof by telecopier or other electronic communication. Each notice of a Borrowing (a "**Notice of Borrowing**") shall be by telephone, confirmed immediately in writing, including by telecopier (or other electronic communication) in substantially the form of Exhibit A hereto, specifying therein the requested (i) date of such Borrowing (which shall be a Business Day), (ii) the

Tranche of the requested Borrowing, (iii) Type of Advances comprising such Borrowing, (iv) aggregate amount of such Borrowing, (v) initial Interest Period for such Advance, if such Borrowing is to consist of Eurocurrency Rate Advances, and (vi) account or accounts in which the proceeds of the Borrowing should be credited. Each Lender shall, before 1:00 p.m. (Local Time) on the Closing Date make available for the account of its Applicable Lending Office to the Administrative Agent at the applicable Administrative Agent's Office, in same day funds, such Lender's ratable portion of such Borrowing.

(B) Notwithstanding the forgoing clause (A), if a Pre-Closing Funding Election has been made, subject solely to the satisfaction (or waiver by the Required Lenders) of the conditions set forth in Section 3.02 other than the Allergan Acquisition Related Conditions, each Lender shall, before 1:00 p.m. (Local Time) one Business Day prior to the proposed date of Borrowing set forth in the Notice of Borrowing (such date the **"Pre-Closing Funding Date"**), fund into the Pre-Closing Funding Account, in same day funds, such Lender's ratable portion of such Borrowing (such amounts, the **"Pre-Closing Funded Amount"**). Each Lender authorizes the Administrative Agent to release all amounts deposited by the Lenders into the Pre-Closing Funding Account and make such funds available to the Borrower on the Closing Date subject solely to the satisfaction (or waiver by the Required Lenders) of each of the Allergan Acquisition Related Conditions on the Closing Date, whereupon the Administrative Agent will make such funds available to the Borrower in immediately available funds to the account or accounts specified by the Borrower to the Administrative Agent in the Notice of Borrowing; provided that, (x) the **"Pre-Closing Funding Election"** shall mean the election by the Borrower to cause the Pre-Closing Funded Amount to be funded to the Pre-Closing Funding Account on the Pre-Closing Funding Date, which election shall be set forth in or accompany a Notice of Borrowing delivered not later than (i) 10:00 a.m. (Local Time) on the third Business Day prior to the Pre-Closing Funding Date (in the case of Eurocurrency Rate Advances) and (ii) 10:00 a.m. (Local Time) on the Business Day prior to the Pre-Closing Funding Date (in the case of Base Rate Advances), (y) each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with each document or other matter required under Section 3.02 to be consented to or approved by or acceptable or satisfactory to a Lender, and to have confirmed satisfaction with Section 3.02(g), in each case unless the Administrative Agent shall have received notice from such Lender prior to the proposed Pre-Closing Funding Date specifying its objection thereto and (z) solely for the purpose of the foregoing authorization, receipt of the certificates pursuant to Section 3.02(d)(B), Section 3.02(e)(i)(B) and Section 3.02(e)(ii)(B) shall be deemed satisfaction of the applicable conditions set forth in Section 3.02(d)(A), Section 3.02(e)(i)(A) or Section 3.02(e)(ii)(A), as applicable, and the Administrative Agent shall be fully allowed to rely on such certificates and shall not be liable for any action taken in reliance on such certificate. In the event the satisfaction (or waiver by Required Lenders) of the conditions set forth in Section 3.02 does not occur by 12:00 noon (Local Time) on the date that is two Business Days after the Pre-Closing Funding Date (the **"Return Date"**), the Pre-Closing Funded Amount shall be returned to the respective Lenders within one Business Day of the Return Date, and the Borrower shall simultaneously therewith pay interest accrued thereon from the Pre-Closing Funding Date to the Return Date, together with any amounts due thereon pursuant to Section 2.02(c), calculated as if the return of such funds was a prepayment of Advances in an equal principal amount on the Return Date; provided that, for the avoidance of doubt, to the extent the Pre-Closing Funded Amount has been returned to the Lenders in accordance with this sentence, (i) the Borrower shall not be prohibited from submitting a subsequent Notice of Borrowing in accordance with this Section 2.02 and (ii) the Commitment of each Lender shall be determined without giving effect to such Lender's funding of the Pre-Closing Funded Amount. The Borrower agrees that interest shall accrue on the Pre-Closing Funded Amount from and including the Pre-Closing Funding Date as if the Pre-Closing Funded Amount had been advanced to the Borrower as an Advance hereunder; provided, that if a Pre-Closing Funding Election has been made by the Borrower, no commitment fee pursuant to Section 2.04(a) shall accrue on any date on which the Pre-Closing Funded Amount is held in the Pre-Closing Funding Account. For the avoidance of doubt, (x) the funding of the Pre-Closing Funded Amount shall not constitute an Advance to (or Borrowing by) the Borrower until such amount has been released to the

Borrower on the Closing Date in accordance with this Section 2.02(a), and (y) any return of the Pre-Closing Funded Amount to the Lenders in accordance with this Section 2.02(a) shall not constitute a prepayment of an Advance. For the purpose of this Section 2.02(a), the **“Pre-Closing Funding Account”** means an account in the name of (i) the Administrative Agent or an Affiliate of the Administrative Agent or (ii) a financial institution (in its capacity as escrow agent) designated by the Administrative Agent and approved by the Borrower, which account has been identified as the “Pre-Closing Funding Account” by notice in writing from the Borrower to the Lenders, and which account shall have terms reasonably satisfactory to the Administrative Agent and the Borrower and **“Allergan Acquisition Related Conditions”** means the conditions set forth in Sections 3.02(d), (e) and (f).

(b) Anything in Section 2.02(a) to the contrary notwithstanding, (i) the Borrower may not select Eurocurrency Rate Advances if the obligation of the Lenders to make Eurocurrency Rate Advances shall then be suspended pursuant to Section 2.08 or 2.12 and (ii) the Eurocurrency Rate Advances may not be outstanding as part of more than twenty separate Borrowings (or such additional Borrowings as may be agreed by the Administrative Agent in its reasonable discretion).

(c) The Notice of Borrowing shall be revocable (if the closing of the Allergan Acquisition is delayed) and binding on the Borrower. In the case of any Borrowing that the related Notice of Borrowing specifies is to be comprised of Eurocurrency Rate Advances, the Borrower shall indemnify each Lender against any reasonable loss, cost or expense incurred by such Lender (including amounts pursuant to Section 2.02(a)) as a result of any failure by the Borrower to borrow on the date specified in the Notice of Borrowing (including as a result of the failure of any conditions specified in such notice to be satisfied or waived by the Borrower on such date or the applicable Notice of Borrowing being revoked) or any failure by the Borrower to fulfill on or before the date specified in such Notice of Borrowing for such Borrowing the applicable conditions set forth in Article III, including, without limitation, any reasonable loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund the Advance to be made by such Lender as part of such Borrowing when such Advance, as a result of such failure, is not made on such date.

(d) Unless the Administrative Agent shall have received notice from a Lender prior to the time of any Borrowing that such Lender will not make available to the Administrative Agent such Lender’s ratable portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with Section 2.02(a) and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent that any Lender shall not have so made such ratable portion available to the Administrative Agent, such Lender and the Borrower severally agree to pay or to repay to the Administrative Agent forthwith on demand such corresponding amount and to pay interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is paid or repaid to the Administrative Agent, at (i) in the case of the Borrower, the higher of (A) the interest rate applicable at the time to Advances comprising such Borrowing and (B) the cost of funds incurred by the Administrative Agent in respect of such amount and (ii) in the case of such Lender, the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender shall pay to the Administrative Agent such corresponding principal amount, such amount so paid shall constitute such Lender’s Advance as part of such Borrowing for all purposes of this Agreement. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(e) The failure of any Lender to make the Advance to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Advance on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Advance to be made by such other Lender on the date of any Borrowing.

(f) If any Lender makes available to the Administrative Agent funds for any Advance to be made by such Lender as provided herein, and such funds are not made available to the Borrower by the Administrative Agent because the applicable conditions to such Borrowing are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall promptly return such funds (in like funds as received from such Lender) to such Lender, without interest.

Section 2.03. *[Reserved]*.

Section 2.04. *Fees.*

(a) *Commitment Fee.* The Borrower shall pay, or cause to be paid, to the Administrative Agent, for the account of each Lender under the applicable Tranche (other than a Defaulting Lender for such time as such Lender is a Defaulting Lender), a non-refundable commitment fee calculated (in accordance with Section 2.13(c)) on a daily basis at a rate per annum equal to the Applicable Percentage for such date on the aggregate outstanding Commitments of each Lender under the applicable Tranche as of such date, accruing commencing on the Effective Date and payable in arrears on the Closing Date (with respect to all amounts accrued to such date) or the earlier termination of the Commitments in full.

(b) *Signing Fee.* The Borrower shall pay, or cause to be paid, within one Business Day of the Effective Date, all fees and other amounts then due and payable by the Borrower to the Administrative Agent, the Lead Arrangers and the Lenders under the Loan Documents or pursuant to any fee or similar letters relating to the Loan Documents shall be paid, to the extent invoiced by the relevant person on or prior to the Effective Date and to the extent such amounts are payable on or prior to the Effective Date.

(c) *Additional Fees.* The Borrower shall pay to the Administrative Agent and Lead Arrangers for their account (or that of their applicable Affiliate) such fees as may from time to time be agreed between the Borrower and the Administrative Agent and/or Lead Arrangers.

(d) *Calculation of Commitment.* For the avoidance of doubt, with respect to the definition of “Mandatory Cancellation Event” and the ability thereunder for the Borrower to provide notices and issue documents to facilitate a switch from a Scheme to a Takeover Offer and vice versa, the Commitment shall be deemed to be in effect until the end of the day on which the applicable notice or issuance is required to but does not occur for the purposes of calculating any fees under this Agreement or any fee letters related hereto.

Section 2.05. *Termination or Reduction of the Commitments; Mandatory Prepayments.*

(a) *Mandatory Termination or Reduction of the Commitments.* Unless previously terminated, the Commitments shall automatically terminate at 5:00 p.m. (Local Time) on the earlier of (i) the date on which all of the Certain Funds Purposes have been achieved without the making of any Advances and (ii) the time after a Mandatory Cancellation Event occurs; provided that in any event the Commitments shall terminate in full on the Closing Date after the proceeds of the Advances have been made available to the Borrower.

(b) *Optional Termination or Reduction of the Commitments.* The Borrower shall have the right, upon at least three Business Days’ prior written notice to the Administrative Agent, to terminate in

whole or permanently reduce ratably in part the unused portions of the Commitments of any Tranche of the Lenders; provided that each partial reduction shall be in an aggregate amount of not less than \$25,000,000 and an integral multiple of \$1,000,000 in excess thereof; provided, further that any such notice may state that such notice is conditioned upon the effectiveness of other credit facilities or the consummation of a specific transaction, in which case such notice may be revoked by the Borrower if such condition is not satisfied. Each reduction of the Commitments with respect to any Tranche shall be made ratably among the Lenders of such Tranche in accordance with their respective Commitments of such Tranche.

(c) *Defaulting Lender Commitment Reductions.* The Borrower may terminate the unused amount of the Commitments of any Lender that is a Defaulting Lender upon not less than three Business Days' prior written notice to the Administrative Agent (which shall promptly notify such Defaulting Lender), it being understood that notwithstanding such Commitment termination, the provisions of Section 2.18(c) will continue to apply to all amounts thereafter paid by the Borrower for the account of any Defaulting Lender under this Agreement (whether on account of principal, interest, fees, indemnity or other amounts); provided that such termination shall not be deemed to be a waiver or release of any claim the Borrower, the Administrative Agent or any Lender may have against such Defaulting Lender.

Section 2.06. *Repayment of Advances.*

(a) The Borrower shall repay to the Administrative Agent, for the ratable account of the 364-Day Tranche Lenders on the Maturity Date with respect to the 364-Day Tranche Advances, the aggregate principal amount of all 364-Day Tranche Advances made to the Borrower outstanding on such date.

(b) The Borrower shall repay to the Administrative Agent, for the ratable account of the 3-Year Tranche Lenders on the Maturity Date with respect to the 3-Year Tranche Advances, the aggregate principal amount of all 3-Year Tranche Advances made to the Borrower outstanding on such date.

(c) The Borrower shall repay to the Administrative Agent, (i) on the last Business Day of each March, June, September and December of each year (commencing on the last day of the first fiscal quarter of the Borrower ending after the third anniversary of the Closing Date), an amount equal to 2.5% of the aggregate principal amount of the 5-Year Tranche Advances outstanding immediately after the Closing Date and (ii) on the Maturity Date with respect to the 5-Year Tranche Advances, the aggregate principal amount of all 5-Year Tranche Advances made to the Borrower outstanding on such date.

Section 2.07. *Interest on Advances.*

(a) *Scheduled Interest.* The Borrower shall pay interest on the unpaid principal amount of the Advance made to it from the date of such Advance until such principal amount shall be paid in full, at the following rates per annum:

(i) *Base Rate Advances.* During such periods as such Advance is a Base Rate Advance, a rate per annum equal at all times to the sum of (A) the Base Rate in effect from time to time and (B) the Applicable Margin, payable in arrears quarterly on the last Business Day of each March, June, September and December, during such periods and on the Maturity Date.

(ii) *Eurocurrency Rate Advances.* During such periods as such Advance is a Eurocurrency Rate Advance, a rate per annum equal at all times during each Interest Period for such Advance to the sum of (A) the Eurocurrency Rate for such Interest Period for such Advance and (B) the Applicable Margin, payable in arrears on the last day of such Interest Period and, if such Interest Period has a duration of more than three months, on each day that occurs during

such Interest Period every three months from the first day of such Interest Period and on the date such Eurocurrency Rate Advance shall be Converted or paid in full.

(b) *Default Interest.* Upon the occurrence and during the continuance of an Event of Default pursuant to Section 6.01(a), the Administrative Agent shall, upon the request of the Required Lenders, require the Borrower to pay interest (“**Default Interest**”), which amount shall accrue as of the date of occurrence of the Event of Default, on (i) principal amounts that are overdue, payable in arrears on the dates referred to in Section 2.07(a)(i) or 2.07(a)(ii), at a rate per annum equal at all times to 2% per annum above the rate per annum required to be paid on such overdue amount pursuant to Section 2.07(a)(i) or 2.07(a)(ii) and (ii) to the fullest extent permitted by law, the amount of any interest, fee or other amount payable hereunder that is not paid when due, from the date such amount shall be due until such amount shall be paid in full, payable in arrears on the date such amount shall be paid in full and on demand, at a rate per annum equal at all times to 2% per annum above the rate per annum required to be paid on Base Rate Advances pursuant to Section 2.07(a)(i); provided, however, that following acceleration of the Advances pursuant to Section 6.01, Default Interest shall accrue and be payable hereunder whether or not previously required by the Administrative Agent.

Section 2.08. *Interest Rate Determination.* (a) The Administrative Agent shall give prompt notice to the Borrower and the Lenders of the applicable interest rate determined by the Administrative Agent for purposes of Section 2.07(a)(i) or 2.07(a)(ii).

(b) Subject to Section 2.20 in all respects to the extent governed by the provisions thereunder, if, prior to the commencement of any Interest Period for any Eurocurrency Rate Advances, (i) the Administrative Agent shall have determined (which determination shall be conclusive and binding absent manifest error) that adequate and reasonable means (including, without limitation, by means of an Interpolated Rate) do not exist for ascertaining the Eurocurrency Rate for Dollars and such Interest Period or (ii) the Required Lenders notify the Administrative Agent that the Eurocurrency Rate for Dollars and such Interest Period for such Advances will not adequately and fairly reflect the cost to the Required Lenders of making, funding or maintaining their respective Eurocurrency Rate Advances in Dollars for such Interest Period, the Administrative Agent shall forthwith so notify the Borrower and the Lenders. Thereafter, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances causing such suspension no longer exist, any Eurocurrency Rate Advances requested to be made, converted or continued as or into, as applicable, Eurocurrency Rate Advances, in each case, shall (in the case of conversions or continuations, on the last day of the then existing Interest Period) be made, converted or continued as or into, as applicable, Base Rate Advances.

(c) If the Borrower shall fail to select the duration of any Interest Period for any Eurocurrency Rate Advances made to the Borrower in accordance with the provisions contained in the definition of “Interest Period” in Section 1.01, the Administrative Agent will forthwith so notify the Borrower and the Lenders and such Eurocurrency Rate Advances will automatically, on the last day of the then existing Interest Period therefor, be continued as Eurocurrency Rate Advances with a one month Interest Period.

(d) [Reserved].

(e) Upon the occurrence and during the continuance of any Event of Default, (i) each Eurocurrency Rate Advance will automatically, on the last day of the then existing Interest Period therefor, be Converted into a Base Rate Advance (unless the Required Lenders otherwise consent) and (ii) the obligation of the Lenders to make, or to Convert Advances into, Eurocurrency Rate Advances shall be suspended.

Section 2.09. *Optional Conversion of Advances.* The Borrower may on any Business Day, upon notice given to the Administrative Agent not later than 11:00 a.m. (Local Time) on the third Business Day prior to the date of the proposed Conversion (or in the case of a Conversion into Base Rate Advances, the Business Day prior) and subject to the provisions of Sections 2.08 and 2.12, Convert all Advances made to the Borrower of one Type comprising the same Borrowing into Advances of the other Type (such notice, a “**Notice of Conversion**”); provided, however, that any Conversion of Eurocurrency Rate Advances into Base Rate Advances shall be made only on the last day of an Interest Period for such Eurocurrency Rate Advances unless the Borrower has made the payments required under Section 9.04(c), any Conversion of Base Rate Advances into Eurocurrency Rate Advances shall be in an amount not less than the minimum amount specified in Section 2.01 and no Conversion of any Advances shall result in more separate Borrowings than permitted under Section 2.02(b). Each such notice of a Conversion shall, within the restrictions specified above, specify (i) the date of such Conversion (which shall be a Business Day), (ii) the Advances to be Converted, and (iii) if such Conversion is into Eurocurrency Rate Advances, the duration of the initial Interest Period for each such Advance. Each Notice of Conversion shall be irrevocable and binding on the Borrower.

Section 2.10. *Optional Prepayments of Advances.*

(a) Optional Prepayments. The Borrower may, upon written notice to the Administrative Agent stating the proposed date, applicable Tranche and aggregate principal amount of the proposed prepayment, given not later than 11:00 a.m. (Local Time) on the date (which date shall be a Business Day) of such proposed prepayment, in the case of a Borrowing consisting of Base Rate Advances, and not later than 11:00 a.m. (Local Time) at least two Business Days prior to the date of such proposed prepayment, in the case of a Borrowing consisting of Eurocurrency Rate Advances (or such later time as the Administrative Agent, in its reasonable discretion, may agree to), and if such notice is given, the Borrower shall, prepay the outstanding principal amount of the Advances comprising part of the same Borrowing made to the Borrower in whole or ratably in part, and in the case of any Eurocurrency Rate Advances, together with accrued interest to the date of such prepayment on the principal amount prepaid; provided, however, that (i) each partial prepayment shall be in an aggregate principal amount of \$10,000,000 or \$1,000,000 in excess thereof and (ii) if any prepayment of a Eurocurrency Rate Advance is made on a date other than the last day of an Interest Period for such Eurocurrency Rate Advance, the Borrower shall also pay any amount owing pursuant to Section 9.04(c); and provided, further, that, subject to clause (ii) of the immediately preceding proviso, any such notice may state that such notice is conditioned upon the effectiveness of other credit facilities or the consummation of a specific transaction, in which case such notice may be revoked by the Borrower if such condition is not satisfied. Each prepayment of Advances shall be applied ratably to the Tranche or Tranches of Advances specified by the Borrower in the applicable notice of prepayment, and each prepayment of Advances of any Tranche or Tranches shall be applied against payments otherwise required under Section 2.06(c) in direct order of maturity (unless otherwise directed by the Borrower).

Section 2.11. *Increased Costs.* (a) If, due to either (i) the introduction of or any change in or in the interpretation of any law or regulation or (ii) the compliance with any directive, guideline or request from any central bank or other governmental authority including, without limitation, any agency of the European Union or similar monetary or multinational authority (whether or not having the force of law), in each case after the date hereof (or with respect to any Lender (or the Administrative Agent), if later, the date on which such Lender (or the Administrative Agent) becomes a Lender (or the Administrative Agent)), there shall be any increase in the cost to any Lender or the Administrative Agent of agreeing to make or making, funding or maintaining Advances (excluding for purposes of this Section 2.11 any such increased costs resulting from (i) Taxes as to which such Lender is indemnified under Section 2.14, (ii) Excluded Taxes, or (iii) Other Taxes), then the Borrower shall from time to time, upon demand by such Lender or the Administrative Agent (with a copy of such demand to the Administrative Agent, if

applicable), pay to the Administrative Agent for the account of such Lender (or for its own account, if applicable) additional amounts sufficient to compensate such Lender or the Administrative Agent for such increased cost. A certificate describing such increased costs in reasonable detail delivered to the Borrower shall be conclusive and binding for all purposes, absent demonstrable error.

(b) If any Lender reasonably determines that compliance with any law or regulation or any directive, guideline or request from any central bank or other governmental authority including, without limitation, any agency of the European Union or similar monetary or multinational authority (whether or not having the force of law), in each case promulgated or given after the date hereof (or with respect to any Lender, if later, the date on which such Lender becomes a Lender), affects or would affect the amount of capital, insurance or liquidity required or expected to be maintained by such Lender or its Applicable Lending Office or any corporation controlling such Lender and that the amount of such capital, insurance or liquidity is increased by or based upon the existence of such Lender's commitment to lend hereunder and other commitments of this type, the Borrower shall, from time to time upon demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender, additional amounts sufficient to compensate such Lender or such corporation in the light of such circumstances, to the extent that such Lender reasonably determines such increase in capital, insurance or liquidity to be allocable to the existence of such Lender's Advances or commitment to lend hereunder. A certificate as to such amounts submitted to the Borrower and the Administrative Agent by such Lender shall be conclusive and binding for all purposes, absent demonstrable error.

(c) Notwithstanding anything in this Section 2.11 to the contrary, for purposes of this Section 2.11, (A) the Dodd Frank Wall Street Reform and Consumer Protection Act and the rules and regulations issued thereunder or in connection therewith or in implementation thereof, and (B) all requests, rules, guidelines and directions promulgated by the Bank for International Settlements or the Basel Committee on Banking Supervision (or any similar or successor agency, or the United States or foreign regulatory authorities, in each case, pursuant to Basel III) shall be deemed to have been enacted following the date hereof (or with respect to any Lender, if later, the date on which such Lender becomes a Lender). Notwithstanding the foregoing in this Section 2.11, no Lender shall demand compensation pursuant to this Section 2.11(c) unless such Lender is generally making corresponding demands on similarly situated borrowers in comparable credit facilities to which such Lender is a party.

Section 2.12. *Illegality.* Notwithstanding any other provision of this Agreement, (a) if any Lender shall notify the Administrative Agent that the introduction of or any change in or in the interpretation of any law or regulation makes it unlawful, or any central bank or other governmental authority, including without limitation, any agency of the European Union or similar monetary or multinational authority, asserts that it is unlawful, for such Lender or its Applicable Lending Office to perform its obligations hereunder to make Eurocurrency Rate Advances or to fund or maintain Eurocurrency Rate Advances hereunder, (i) each Eurocurrency Rate Advance of such Lender will automatically, upon such notification, be Converted into a Base Rate Advance and (ii) the obligation of such Lender to make Eurocurrency Rate Advances or to Convert Advances into Eurocurrency Rate Advances shall be suspended until the Administrative Agent shall notify the Borrower and such Lender that the circumstances causing such suspension no longer exist and (b) if Lenders constituting the Required Lenders so notify the Administrative Agent, (i) each Eurocurrency Rate Advance of each Lender will automatically, upon such notification, Convert into a Base Rate Advance and (ii) the obligation of each Lender to make Eurocurrency Rate Advances or to Convert Advances into Eurocurrency Rate Advances shall be suspended until the Administrative Agent shall notify the Borrower and each Lender that the circumstances causing such suspension no longer exist.

Section 2.13. *Payments and Computations.* (a) The Borrower shall make each payment required to be made by it under this Agreement not later than 12:00 noon (Local Time) on the day when