
the amount of cash dividends or similar cash distributions actually paid by such Person to the Borrower or, subject to clauses (b) and (c) below, any consolidated Subsidiary during such period, (b) the income of, and any amounts referred to in clause (a) above paid to, any consolidated Subsidiary of the Borrower that is not a Subsidiary Guarantor to the extent that, on the date of determination, the declaration or payment of cash dividends or similar cash distributions by such Subsidiary is not permitted without any prior approval of any Governmental Authority that has not been obtained or is not permitted by the operation of the terms of the Organizational Documents of such Subsidiary, any agreement or other instrument binding upon such Subsidiary or any law applicable to such Subsidiary, unless such restrictions with respect to the payment of cash dividends and other similar cash distributions have been legally and effectively waived, and (c) the income or loss of, and any amounts referred to in clause (a) above paid to, any consolidated Subsidiary that is not a Subsidiary Guarantor and is not wholly owned by the Borrower to the extent such income or loss or such amounts are attributable to the noncontrolling interest in such consolidated Subsidiary.

“**Contractual Obligation**” means, with respect to any Person, any provision of any Equity Interest or other security issued by such Person or of any indenture, mortgage, deed of trust, contract, undertaking or other agreement or instrument to which such Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies, or the dismissal or appointment of the management, of a Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have meanings correlative thereto.

“**Conversion/Continuation Notice**” means a Conversion/Continuation Notice substantially in the form of Exhibit E, with such amendments or modifications thereto as may be approved by the Administrative Agent.

“**Credit Date**” means any date on which Loans are made under this Agreement.

“**Credit Document**” means any of this Agreement, the Extension Agreements, the Guarantee Agreement and, except for purposes of Section 9.05, the Notes.

“**Credit Party**” means the Borrower and each Subsidiary Guarantor.

“**Default**” means a condition or event that, after notice or lapse of time or both, would, unless cured or waived, become an Event of Default.

“**Defaulting Lender**” means any Lender that (a) shall have failed to fund any Loan for three or more Business Days after the date that the Borrowing of which such Loan is to be a part of is funded by Lenders (unless (i) such Lender shall have notified the Administrative Agent and the Borrower in writing of its determination in

good faith that a condition to its obligation to make a Loan as part of such Borrowing shall not have been satisfied and (ii) the Requisite Lenders shall not have advised the Administrative Agent in writing of their determination that such condition has been satisfied), (b) shall have notified the Administrative Agent (or shall have notified the Borrower, which shall in turn have notified the Administrative Agent) in writing that it does not intend or is unable to comply with its funding obligations under this Agreement, or shall have made a public statement to the effect that it does not intend or is unable to comply with such funding obligations, (c) shall have failed (but not for fewer than three Business Days) after a request by the Administrative Agent to confirm that it will comply with its obligations to make Loans, (d) shall have failed to pay to the Administrative Agent any amount (other than any amount that is de minimus) due under any Credit Document within three Business Days of the date due, unless such amount is the subject of a good faith dispute, or (e) shall have become the subject of a bankruptcy, liquidation or insolvency proceeding, or shall have had a receiver, conservator, trustee or custodian appointed for it, or shall have taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or shall have a parent company that has become the subject of a bankruptcy, liquidation or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment; *provided* that a Lender shall not be deemed a Defaulting Lender solely by virtue of the ownership or acquisition by a Governmental Authority or an instrumentality thereof of any Equity Interest in such Lender or a parent company thereof. In the event the Administrative Agent and the Borrower shall have agreed that a Lender that is a Defaulting Lender has adequately remedied all matters that caused such Lender to become a Defaulting Lender, such Lender shall cease to be a Defaulting Lender for all purposes hereof.

“Deposit Account” means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

“Disqualified Subsidiary Lender” means any Subsidiary that (i) is not a Credit Party and (ii) has Indebtedness outstanding in excess of \$50,000,000 (excluding Indebtedness under Section 6.01(b)).

“Dollars” and the sign “\$” mean the lawful money of the United States of America.

“Domestic Subsidiary” means any Subsidiary that is organized under the laws of the United States of America, any State thereof or the District of Columbia that is not (i) a Foreign Subsidiary Holdco or (ii) a Subsidiary of a Non-US Subsidiary.

“Eligible Assignee” means (a) any Lender, any Affiliate of any Lender and any Related Fund (any two or more Related Funds of any Lender being treated as a single Eligible Assignee for all purposes hereof) and (b) any commercial bank, insurance company, investment or mutual fund or other Person that is an “accredited investor” (as defined in Regulation D under the Securities Act) and that extends

credit or buys loans in the ordinary course of business; *provided* that neither a natural person, nor any Credit Party or any Affiliate of any Credit Party, shall be an Eligible Assignee.

“Employee Benefit Plan” means any “employee benefit plan” as defined in Section 3(3) of ERISA that is or was sponsored, maintained or contributed to by, or required to be contributed by, the Borrower, any Subsidiary or any of their respective ERISA Affiliates.

“Environmental Laws” means all laws (including common law, statutes, ordinances, orders, rules, regulations, judgments, Governmental Authorizations or any other requirements of Governmental Authorities) relating to (a) pollution or the protection of the environment or natural resources, (b) the generation, use, storage, transportation, presence, Release, recycling or disposal of Hazardous Materials or (c) human safety and health or industrial hygiene, in any manner applicable to the Borrower or any Subsidiary or any Facility.

“Environmental Liability” means all liabilities, losses, obligations, damages, demands, investigations, claims, actions, suits, proceedings, judgments, orders, notices of inquiry or violation, fines, penalties, fees, expenses and costs (including administrative oversight costs, natural resource damages, costs of medical monitoring, remediation costs, and reasonable fees and expenses of attorneys and consultants), whether contingent or otherwise, arising out of or relating to (a) compliance or non-compliance with any Environmental Law, (b) the generation, use, storage, transportation, presence, Release, recycling or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) any actual or alleged damage, injury, threat or harm to human health, safety, natural resources or the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interests” means shares of capital stock, partnership interests, membership interests, beneficial interests or other ownership interests, whether voting or nonvoting, in, or interests in the income or profits of, a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing; *provided, however*, that the term Equity Interests shall not include convertible Indebtedness.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor thereto.

“ERISA Affiliate” means, with respect to any Person, (a) any corporation that is a member of a controlled group of corporations within the meaning of Section 414(b) of the Internal Revenue Code of which that Person is a member, (b) any trade or business (whether or not incorporated) that is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Internal Revenue Code of which that Person is a member and (c) any member of an affiliated service group within the meaning of Section 414(m) or (o) of the Internal Revenue Code of which that Person, any corporation described in clause (a) above or any trade or business described in clause (b) above is a member. Any former ERISA

Affiliate of the Borrower or any Subsidiary shall continue to be considered an ERISA Affiliate of the Borrower or any such Subsidiary within the meaning of this definition with respect to the period such entity was an ERISA Affiliate of the Borrower or such Subsidiary and with respect to liabilities arising after such period for which the Borrower or such Subsidiary could be liable under the Internal Revenue Code or ERISA.

“ERISA Event” means (a) a “reportable event” within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the provision for 30-day notice to the PBGC has been waived by regulation); (b) the failure to meet the minimum funding standard of Section 412 of the Internal Revenue Code with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code) or the failure to make by its due date a required installment under Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (c) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (d) the withdrawal by the Borrower, any Subsidiary or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to the Borrower, any Subsidiary or any of their respective ERISA Affiliates pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition which might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (f) the imposition of liability on the Borrower, any Subsidiary or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) the withdrawal of the Borrower, any Subsidiary or any of their respective ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefore, or the receipt by the Borrower, any Subsidiary or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (h) the occurrence of an act or omission which could give rise to the imposition on the Borrower, any Subsidiary or any of their respective ERISA Affiliates of fines, penalties, taxes or related charges under Chapter 43 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Benefit Plan; (i) the assertion of a material claim (other than routine claims for benefits) against any Employee Benefit Plan other than a Multiemployer Plan or the assets thereof, or against the Borrower, any Subsidiary or any of their respective ERISA Affiliates in connection with any Employee Benefit Plan; (j) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Benefit Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any Pension Plan to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code; or (k)

the imposition of a lien pursuant to Section 430(k) of the Internal Revenue Code or ERISA or a violation of Section 436 of the Internal Revenue Code.

“Eurodollar Rate Borrowing” means a Borrowing comprised of Loans that are Eurodollar Rate Loans.

“Eurodollar Rate Loan” means a Loan bearing interest at a rate determined by reference to the Adjusted Eurodollar Rate.

“Event of Default” means any of the conditions or events set forth in Article 7.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, or any successor statute.

“Existing Credit Agreement” means the Credit Agreement dated as of February 18, 2011 among the Borrower, the lenders party thereto and JPMCB, as administrative agent (as amended by the First Amendment dated as of June 28, 2011 and the Second Amendment dated as of September 13, 2011).

“Exposure” means, with respect to any Lender at any time, the sum of the outstanding principal amount of the Loans of such Lender at such time.

“Extension Agreement” as defined in Section 2.09(c).

“Facility” means any real property (including all buildings, fixtures or other improvements located thereon) now, hereafter or heretofore owned, leased, operated or used by the Borrower or any Subsidiary or any of their respective predecessors or Affiliates.

“FATCA” means Sections 1471 through 1474 of the Internal Revenue Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any regulations or official interpretations thereof (including any change to such regulations or official interpretations after the date of this Agreement).

“Family Member” shall mean with respect to a natural person, the spouse, parents, grandparents, lineal descendants, siblings and lineal descendants of siblings of such person.

“Federal Funds Effective Rate” means, for any day, the rate per annum (expressed as a decimal rounded upwards, if necessary, to the next 1/100 of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day,

the Federal Funds Effective Rate for such day shall be the average rate charged to the Administrative Agent on such day on such transactions as shall be determined by the Administrative Agent.

“Financial Officer Certification” means, with respect to any consolidated financial statements of any Person, a certificate of an Authorized Officer stating that such financial statements fairly present, in all material respects, the consolidated financial position of such Person and its consolidated Subsidiaries as of 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), subject to changes resulting from audit and normal year-end adjustments.

“Fiscal Quarter” means a fiscal quarter of any Fiscal Year.

“Fiscal Year” means the fiscal year of the Borrower and the Subsidiaries ending on December 31 of each calendar year.

“Foreign Subsidiary” means any Subsidiary that is not a Domestic Subsidiary.

“Foreign Subsidiary Holdco” means any Subsidiary that has no material assets other than (i) securities (including Equity Interests) or Indebtedness of one or more Foreign Subsidiaries (or Subsidiaries thereof) and (ii) other assets relating to an ownership interest in any such securities, Indebtedness or Subsidiaries.

“Funding Notice” means a notice substantially in the form of Exhibit F, with such amendments or modifications thereto as may be approved by the Administrative Agent.

“GAAP” means, at any time, generally accepted accounting principles in the United States of America as in effect at such time, applied in accordance with the consistency requirements thereof.

“Governmental Authority” means any federal, state, municipal, national, supranational or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity, officer or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with the United States of America, any State thereof or the District of Columbia or a foreign entity or government.

“Governmental Authorization” means any permit, license, registration, approval, exemption, authorization, plan, directive, binding agreement, consent order or consent decree made to, or issued, promulgated or entered into by or with, any Governmental Authority.

“Guarantee” of or by any Person (the **“guarantor”**) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect

of guaranteeing any Indebtedness or other obligation of any other Person (the “**primary obligor**”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; *provided* that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business. “**Guaranteed**” has the meaning correlative thereto.

“**Guarantee Agreement**” means a Guarantee Agreement, substantially in the form of Exhibit G hereto, together with all supplements thereto.

“**Guarantee Requirement**” means the requirement that (a) each wholly-owned Material Domestic Subsidiary (whether existing on the Closing Date or formed or acquired, or becoming a wholly-owned Material Domestic Subsidiary, thereafter) shall become party to the Guarantee Agreement by delivering to the Administrative Agent a counterpart of the Guarantee Agreement or a supplement to the Guarantee Agreement in the form specified therein, in each case duly executed by or on behalf of such Subsidiary, and (b) such other Domestic Subsidiaries shall become parties to the Guarantee Agreement, in each case in the manner set forth in clause (a) above, as shall be necessary in order that, as of the end of and for most recent period of four consecutive Fiscal Quarters for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) (or, prior to the first delivery of any such financial statements, as of the end of or for the period of four consecutive Fiscal Quarters most recently ended prior to the Closing Date), neither the combined consolidated total assets nor the combined consolidated revenues of the Domestic Subsidiaries that are not Subsidiary Guarantors shall exceed 10% of the combined consolidated total assets or combined consolidated revenues of the Borrower and all Domestic Subsidiaries as of the end of and for such period.

“**Guaranteed Parties**” as defined in the Guarantee Agreement.

“**Hazardous Materials**” means any chemical, material, substance or waste that is prohibited, or that in relevant form, quantity or concentration is limited or regulated by, any Governmental Authority as “hazardous”, “toxic”, “deleterious”, a “contaminant” or “pollutant” or words of similar import.

“**Hedge Agreement**” means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value, any similar transaction or any combination of the foregoing transactions; *provided* that no phantom stock or similar plan providing for

payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or Subsidiaries shall be a Hedge Agreement.

“Highest Lawful Rate” means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under the laws applicable to any Lender that are presently in effect or, to the extent allowed by law, under such applicable laws that may hereafter be in effect and that allow a higher maximum nonusurious interest rate than applicable laws now allow.

“Historical Financial Statements” means the audited consolidated balance sheet and statements of operations, convertible preferred stock and stockholders’ deficit and cash flows of the Borrower and its consolidated Subsidiaries as of and for the Fiscal Year ended December 31, 2011.

“Increased-Cost Lender” as defined in Section 2.19.

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person (excluding trade accounts payable incurred in the ordinary course of business), (d) all obligations of such Person in respect of the deferred purchase price of property or services, excluding current accounts payable incurred in the ordinary course of business, (e) all Capital Lease Obligations of such Person, (f) the amount of letters of credit and letters of guarantee with respect to which such Person is an account party, and all obligations of such Person thereunder (excluding the undrawn amount of any letter of credit or letter of guarantee not in excess of \$10,000,000 individually and \$50,000,000 in the aggregate for all letters of credit and letters of guarantee), (g) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances, (h) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed and (i) all Guarantees by such Person of Indebtedness of others; *provided* that the term “Indebtedness” shall not include obligations of such Person in respect of (i) payment of bonuses or other deferred compensation to employees of such Person or any of its Subsidiaries, (ii) Hedging Agreements and (iii) any purchase price adjustment, earnout or deferred payment obligation of a similar nature incurred in connection with an acquisition. The Indebtedness of any Person shall include the Indebtedness of any other Person (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person’s ownership interest in or other relationship with such other Person, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

“Indemnified Liabilities” means, collectively, any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs (including the costs of any investigation, study, sampling, testing, abatement, cleanup,

removal, remediation or other response action necessary to remove, remediate, clean up or abate any Hazardous Materials), expenses and disbursements of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel for Indemnites in connection with any investigative, administrative or judicial proceeding or hearing commenced or threatened by any Person, whether or not any such Indemnitee shall be designated as a party or a potential party thereto, and any fees or expenses incurred by Indemnites in enforcing this indemnity), whether direct, indirect, special or consequential and whether based on any federal, state or foreign laws, statutes, rules or regulations (including securities and commercial laws, statutes, rules or regulations and Environmental Laws), on common law or equitable cause or on contract or otherwise, that may be imposed on, incurred by, or asserted against any such Indemnitee, in any manner relating to or arising out of (a) this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby (including the Lenders' agreement to make Loans, the use or intended use of the proceeds thereof or any enforcement of any of the Credit Documents) or (b) any Environmental Liability relating to or arising from, directly or indirectly, any past or present activity, operation, land ownership, or practice of the Borrower or any Subsidiary.

"Indemnitee" as defined in Section 9.03(a).

"Intellectual Property" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by the Borrower or any Subsidiary, including (a) all letters patent, all registrations and recordings thereof, all applications therefor, all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof and all inventions disclosed or claimed therein, (b) all copyright rights, all registrations thereof, all applications therefor and all renewals and extensions thereof, (c) all trademarks, service marks, trade names, trade dress, logos and other source or business identifiers, all registrations and recordings thereof, all applications therefor, all extensions or renewals thereof and all goodwill associated therewith or symbolized thereby, (d) all rights necessary to use information provided to the Borrower and the Subsidiaries by the website users, subject to the Borrower's and the Subsidiaries' privacy policy and statement of rights and responsibilities, and (e) all inventions, designs, trade secrets, domain names, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises.

"Interest Payment Date" means (a) with respect to any Base Rate Loan, each March 31, June 30, September 30 and December 31 of each year, commencing on the first such date to occur after the date on which such Loan is made, and (b) with respect to any Eurodollar Rate Loan, the last day of each Interest Period applicable to the Borrowing of which such Loan is a part.

"Interest Period" means, with respect to any Eurodollar Rate Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two or three months thereafter, as selected by the Borrower in the applicable Funding Notice or Conversion/Continuation Notice; *provided* that (a) if an Interest Period would end on

a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless no succeeding Business Day occurs in such month, in which case such Interest Period shall end on the next preceding Business Day; (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period; and (c) notwithstanding anything to the contrary in this Agreement, no Interest Period may extend beyond the Maturity Date. For purposes hereof, the date of a Eurodollar Rate Borrowing shall initially be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Interest Rate Determination Date” means, with respect to any Interest Period, the date that is two Business Days prior to the first day of such Interest Period.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute.

“IPO” means the initial underwritten public offering of common Equity Interests in the Borrower pursuant to an effective registration statement filed with the SEC pursuant to the Securities Act.

“JPMCB” as defined in the preamble hereto.

“Lender” means each Person listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment Agreement, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment Agreement.

“Lien” means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, charge, security interest or other encumbrance on, in or of such asset, any agreement to provide any of the foregoing, and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

“Limited Confidential Information” means (a) to the extent constituting Confidential Information, information regarding the credit support available for the credit facility established hereunder, including Liens and Guarantees, if any, and (b) information regarding the consolidated leverage ratio or the corporate rating of the Borrower, if any.

“Loan” means a loan made by a Lender to the Borrower pursuant to Section 2.01(a).

“Margin Stock” as defined in Regulation U of the Board of Governors, as in effect from time to time.