

(a) the numerator of which is the Revolver Usage at such time and (b) the denominator of which is the Aggregate Commitments in effect at such time.

“Bank Product” means any one or more of the following financial products or accommodations extended to a Loan Party or any of its Subsidiaries by a Bank Product Provider: (a) credit cards (including commercial cards (including so-called “purchase cards”, “procurement cards”, “p-cards” or “e-payables”)), (b) credit card processing services, (c) debit cards, (d) stored value cards, (e) Cash Management Services (including Noticed Bank Products) or (f) transactions under Hedge Agreements (including Noticed Bank Products).

“Bank Product Agreements” means those agreements entered into from time to time by a Loan Party or its Subsidiaries with a Bank Product Provider in connection with the obtaining of any of the Bank Products.

“Bank Product Obligations” means (a) all obligations, liabilities, reimbursement obligations, fees, or expenses owing by any Loan Party or any of its Subsidiaries to any Bank Product Provider pursuant to or evidenced by a Bank Product Agreement and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, (b) all Hedge Obligations, and (c) all amounts that the Agent or any Lender is obligated to pay to a Bank Product Provider as a result of the Agent or such Lender purchasing participations from, or executing guarantees or indemnities or reimbursement obligations to, a Bank Product Provider with respect to the Bank Products provided by such Bank Product Provider to any Loan Party or its Subsidiaries; provided, in order for any item described in clauses (a), (b), or (c) above, as applicable, to constitute “Bank Product Obligations,” if the applicable Bank Product Provider is any Person other than the Agent or its Affiliates, Agent shall have received a Bank Product Provider Agreement within 10 days after the date of the provision of the applicable Bank Product to any Loan Party or its Subsidiaries (except with respect to Bank Products of a Bank Product Provider (other than the Agent or its Affiliates) that exist on the Closing Date in which case such items shall constitute Bank Product Obligations at such time as the Agent shall receive a Bank Product Provider Agreement from such Bank Product Provider).

“Bank Product Provider” means any Lender or any of its Affiliates, including each of the foregoing in its capacity, if applicable, as a Hedge Provider; provided, that no such Person (other than the Agent or its Affiliates) shall constitute a Bank Product Provider with respect to a Bank Product unless and until the Agent receives a Bank Product Provider Agreement from such Person and with respect to the applicable Bank Product within 10 days after the provision of such Bank Product to any Loan Party or its Subsidiaries (except with respect to Bank Products that exist on the Closing Date in which case such Person (other than the Agent or its Affiliates) shall constitute a Bank Product Provider at such time as the Agent shall receive a Bank Product Provider Agreement from such Person); provided, further, that if, at any time, a Lender ceases to be a Lender under this Agreement, then, from and after the date on which it ceases to be a Lender thereunder, neither it nor any of its Affiliates shall constitute Bank Product Providers and the obligations with respect to Bank Products provided by such former Lender or any of its Affiliates shall no longer constitute Bank Product Obligations.

“Bank Product Provider Agreement” means an agreement in substantially the form attached hereto as Exhibit K to this Agreement, in form and substance satisfactory to the Agent, duly executed by the applicable Bank Product Provider, Borrowers, and the Agent.

“Bank Product Reserves” means, as of any date of determination, those reserves that Agent in its Permitted Discretion deems necessary or appropriate to establish (based upon the Bank Product Providers’ reasonable determination of the liabilities and obligations of Loan Parties in respect of Bank Product

Obligations) in respect of Bank Products then provided or outstanding; provided that no such reserves shall be established in respect of any Bank Product Obligations to the extent the applicable Bank Product Provider shall have provided a written acknowledgment to the Agent acknowledging that (a) the Bank Product in respect of such Bank Product Obligations does not constitute a “Noticed Bank Product” and (b) Bank Product Reserves will not be established in respect of such Bank Product Obligations.

“Bankruptcy Code” means Title 11 of the United States Code, as in effect from time to time.

“Base Rate” means the greatest of (a) the Federal Funds Rate plus ½ of 1%, (b) the LIBO Rate (which rate shall be calculated based upon an Interest Period of 1 month and shall be determined on a daily basis), plus 1 percentage point, and (c) the rate of interest announced by the Agent from time to time as its “prime rate”; and if the Base Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement. For purposes of this definition, the LIBO Rate shall be determined using the LIBO Rate as otherwise determined by the Agent in accordance with the definition of LIBO Rate, except that (x) if a given day is a Business Day, such determination shall be made on such day (rather than two Business Days prior to the commencement of an Interest Period) or (y) if a given day is not a Business Day, the LIBO Rate for such day shall be the rate determined by the Agent pursuant to preceding clause (x) for the most recent Business Day preceding such day. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Rate or such LIBO Rate shall be effective as of the opening of business on the day of such change in the Prime Rate, the Federal Funds Rate or such LIBO Rate, respectively. The “prime rate” is a rate set by the Agent based upon various factors including the Agent’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate.

“Base Rate Loan” means each portion of the Loans that bears interest at a rate determined by reference to the Base Rate.

“Benefit Plan” means a “defined benefit plan” (as defined in Section 3(35) of ERISA) for which a Loan Party or ERISA Affiliates has been an “employer” (as defined in Section 3(5) of ERISA) within the past six years.

“Board of Directors” means, as to any Person, the board of directors (or comparable managers) of such Person, or any committee thereof duly authorized to act on behalf of the board of directors (or comparable managers).

“Board of Governors” means the Board of Governors of the Federal Reserve System of the United States (or any successor).

“Bond Mortgage” has the meaning set forth in Section 9.13.

“Borrower” and “Borrowers” have the respective meanings set forth in the preamble to this Agreement; provided that (x) Parent or Lead Borrower shall have provided the Agent and the Joint Lead Arrangers with at least 10 Business Days prior written notice with respect to any designation of any U.S. Subsidiary as a Borrower after the Closing Date and (y) prior to such designation, Parent or Lead Borrower shall have provided the Agent and the Joint Lead Arrangers with all documentation and other information required by regulatory authorities under applicable “know your customer” rules and regulations, including the PATRIOT Act, related to such U.S. Subsidiary, to the extent requested in writing by the Agent or any Joint Lead Arranger.

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“Borrowing” means the borrowing of the same Type of Loan by the Borrowers from all the Lenders having Commitments on a given date (or resulting from a conversion or conversions on such date), having in the case of LIBO Rate Loans, the same Interest Period; provided that Base Rate Loans incurred pursuant to Section 3.01 shall be considered part of the related Borrowing of LIBO Rate Loans.

“Borrowing Base” means, as of any date of determination, the sum, without duplication, of:

- (a) 85% of the amount of Eligible Accounts; plus
- (b) the lesser of (A) the product of 70% multiplied by the value (calculated at the lower of cost or market on a basis consistent with Borrowers’ historical accounting practices) of Eligible Inventory at such time, and (B) the product of 85% multiplied by the Net Orderly Liquidation Value of Eligible Inventory identified in the most recent inventory appraisal ordered and obtained by the Agent multiplied by the value (calculated at the lower of cost or market on a basis consistent with Borrowers’ historical accounting practices) of Eligible Inventory (such

determination may be made as to different categories of Eligible Inventory based upon the Net Orderly Liquidation Value applicable to such categories) at such time; plus

(c) the Fixed Asset Availability Amount; less

(d) the aggregate amount of Borrowing Base Reserves, if any, established by the Agent in its Permitted Discretion.

The Agent shall have the right from time to time to establish or modify any of the Borrowing Base Reserves, in each case in the Agent's Permitted Discretion, and any newly established or modified Borrowing Base Reserves shall become effective on the third Business Day after the Agent provides written notice thereof to the Lead Borrower (which notice shall include a description in reasonable detail of the basis for such determination); provided that (a) employees, agents or other representatives of the Agent shall use commercially reasonable efforts to be available during regular business hours during such period to discuss any such proposed establishment or modification of such Borrowing Base Reserves with the Lead Borrower and, without limiting the right of the Agent to establish or modify Borrowing Base Reserves in its Permitted Discretion, the Borrowers may take such action as may be required so that the event, condition, other circumstance or fact that is the basis for such establishment or modification of such Borrowing Base Reserve no longer exists, in a manner and to the extent reasonably satisfactory to the Agent in its Permitted Discretion, provided that no prior written notice shall be required for any modification to any Borrowing Base Reserves resulting by virtue of mathematical calculations of the amount of the Borrowing Base Reserves in accordance with the methodology of calculation previously utilized, (b) the Agent shall not establish a general "availability block", and (c) any Borrowing Base Reserve established or modified by the Agent shall bear a reasonable relationship to the event, condition, other circumstance or fact that is the basis for such Borrowing Base Reserve, as determined by the Agent in its Permitted Discretion, and no Borrowing Base Reserve shall be established in duplication of any other Borrowing Base Reserve then established and shall not duplicate exclusions from eligibility. Subject to the foregoing, the Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered by the Lead Borrower to the Agent pursuant to this Agreement (it being understood that in the event any Borrowing Base Certificate delivered to the Agent pursuant to this Agreement in connection with any Acquisition or other Investment, any disposition or any designation of a Restricted Subsidiary as an Unrestricted Subsidiary is required to calculate the Borrowing Base on a Pro Forma Basis, the Borrowing Base shall be determined by reference to such Borrowing Base Certificate delivered substantially concurrently with the consummation of such Acquisition or other Investment, disposition or designation, as applicable); provided that the Agent may from time to

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time in its Permitted Discretion adjust the calculations as set forth in such Borrowing Base Certificate to the extent such Borrowing Base Certificate does not accurately reflect, as of the date of the applicable Borrowing Base set forth therein, the Eligible Accounts, the Eligible Inventory, the Fixed Asset Availability Amount or the Borrowing Base Reserves, and any such adjustment shall become effective on the next Business Day after the Agent provides written notice thereof to the Lead Borrower (which notice shall include a description in reasonable detail of the basis for such determination).

"Borrowing Base Certificate" means a certificate in the form of Exhibit I (with such changes thereto as may be reasonably agreed by the Agent and the Lead Borrower from time to time to reflect the components of, or Borrowing Base Reserves against, the Borrowing Base as provided for hereunder) or any other form that is reasonably acceptable to the Agent and the Lead Borrower, signed and certified as accurate and complete by a Responsible Officer of the Lead Borrower.

"Borrowing Base Reserves" means Reserves, Receivable Reserves, Bank Product Reserves, PACA/Growers Reserves, Inventory Reserves, Currency Reserves, Landlord Reserves and Dilution Reserves, in each case established by the Agent in its Permitted Discretion.

"Business Day" means any day that is not a Saturday, Sunday, or other day on which banks are authorized or required to remain closed in the state of New York, except that, if a determination of a Business Day shall relate to a LIBO

Rate Loan, the term “Business Day” also shall exclude any day on which banks are closed for dealings in Dollar deposits in the London interbank market.

“Calculation Date” has the meaning set forth in the definition of “Pro Forma Basis.”

“California Property” has the meaning set forth in Section 9.13.

“Capital Expenditures” means, with respect to any Person, all cash expenditures by such Person which should be capitalized in accordance with U.S. GAAP and, without duplication, the amount of Capital Expenditures incurred by such Person; provided that Capital Expenditures shall not include (i) the purchase price paid in connection with the Merger or a Permitted Acquisition, (ii) the purchase price of property, plant, equipment or other capital assets that are purchased simultaneously with the trade-in of existing property, plant, equipment or other capital assets to the extent that the gross amount of such purchase price is reduced by a credit for such existing property, plant, equipment or other capital assets being traded in at such time, (iii) expenditures made in leasehold improvements, to the extent reimbursed by the landlord, (iv) expenditures to the extent that they are actually paid for by a third party (excluding any Loan Party or any of its Restricted Subsidiaries) and for which no Loan Party or any of its Restricted Subsidiaries has provided or is required to provide or incur, directly or indirectly, any consideration or monetary obligation to such third party or any other Person (whether before, during or after such period), (v) property, plant, equipment or other capital assets taken in settlement of accounts and (vi) expenditures that constitute the purchase of property, plant, equipment or other capital assets to the extent financed with the net cash proceeds received from sales, transfers or other dispositions or casualty or condemnation events in respect of assets (other than assets included in the calculation of the Borrowing Base) constituting property, plant, equipment or other capital assets (so long as such proceeds (A) are not included in Consolidated EBITDA and (B) are so applied within 12 months of such sale, transfer, disposition, casualty or condemnation event).

“Capital Lease” means a lease that is required to be capitalized for financial reporting purposes in accordance with U.S. GAAP.

“Capitalized Lease Obligation” means that portion of the obligations under a Capital Lease that is required to be capitalized in accordance with U.S. GAAP.

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“Cash Collateralize” means to pledge and deposit with or deliver to the Agent for deposit into the Letter of Credit Collateral Account, for the benefit of the Agent, the Issuing Bank or the Swingline Lender (as applicable) and the Lenders, cash as collateral for the Letter of Credit Exposure, Obligations in respect of Swingline Loans, or obligations of Lenders to fund participations in respect of either thereof (as the context may require), cash in accordance with Section 2.13(j). “Cash Collateral” shall have a meaning correlative to the foregoing and shall include the proceeds of such Cash Collateral and other credit support.

“Cash Equivalents” means (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 1 year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within 1 year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Moody’s, (c) commercial paper maturing no more than 270 days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody’s, (d) certificates of deposit, time deposits, overnight bank deposits or bankers’ acceptances maturing within 1 year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than \$250,000,000, (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit Insurance Corporation, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) of this definition or recognized securities dealer having combined capital and surplus of not less than \$250,000,000, having a term of not more than seven days, with respect

to securities satisfying the criteria in clauses (a) or (d) above, (g) debt securities with maturities of six months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, (h) Dollars and other currencies held by Parent, the Borrowers and the other Restricted Subsidiaries in the ordinary course of business, (i) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above and (j) instruments equivalent to those referred to in clauses (a) through (i) above denominated in a foreign currency, which are substantially equivalent in credit quality and tenor to those referred to above and customarily used by businesses for short-term cash management purposes in any jurisdiction outside of the United States to the extent reasonably required in connection with any business conducted in jurisdictions outside of the United States by Parent, the Borrowers or any other Restricted Subsidiary; provided, that such instruments specified in this clause (j) shall not be deemed to be Cash Equivalents for purposes of (A) calculation of cash and Cash Equivalents received in an asset sale pursuant to Section 10.02(iii) or (B) the definition of Designated Non-Cash Consideration.

“Cash Management Services” means any cash management or similar services including treasury, depository, cash pooling, operational foreign exchange management, zero balance arrangements, cash sweeps, temporary advances, interest and fees, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other customary cash management arrangements.

“Cavendish US” means Cavendish US Corporation, a Delaware corporation.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as the same has been amended and may hereafter be amended from time to time, 42 U.S.C. § 9601 et seq.

“CFC” means each person that is a “controlled foreign corporation” as defined in Section 957(a) of the Code.

“Change of Control” means at any time and for any reason whatsoever, (a) Parent shall fail to directly or indirectly own 100% on a fully diluted basis of the Lead Borrower’s Equity Interests, (b) prior to any Initial Public Offering, Permitted Holders shall fail to have, directly or indirectly, beneficial ownership (within the meaning of Rule 13d-3 of the Securities Exchange Act) in the aggregate of at least 50.1% on a fully diluted basis of voting interests in Parent’s Equity Interests, (c) on and after an Initial Public Offering, any “person” or “group” (as such terms are used in Section 13(d) and 14(d) of the Securities Exchange Act), other than one or more Permitted Holders (or any one or more Parent Companies in which the Sponsor and its Sponsor Affiliates, directly or indirectly, owns the largest percentage of such Parent Company’s voting Equity Interests and in which no other such “person” or “group,” directly or indirectly, owns or controls (by ownership, contract or otherwise) more voting Equity Interests of such Parent Company than owned by Sponsor and its Sponsor Affiliates), shall be the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act) of Equity Interests having more, directly or indirectly, than 49% of the total voting power of all outstanding Equity Interests of Parent in the election of directors, unless at such time the Permitted Holders (or any one or more Parent Companies in which the Sponsor and its Sponsor Affiliates, directly or indirectly, owns the largest percentage of such Parent Company’s voting Equity Interests and in which no other such “person” or “group,” directly or indirectly, owns or controls (by ownership, contract or otherwise) more voting Equity Interests of such Parent Company than owned by Sponsor and its Sponsor Affiliates) are direct or indirect “beneficial owners” (as so defined) of Equity Interests of Parent having a greater percentage of the total voting power of all outstanding Equity Interests of Parent in the election of directors than that owned by each other “person” or “group” described above, (d) after an Initial Public Offering has occurred, the Board of Directors of Parent shall cease to consist of a majority of Continuing Directors or (e) a “change of control” or similar event shall occur as provided in (I) the Convertible Senior Notes Indenture or the 7.875% Senior Notes Indenture (in each case, other than as a result of the Merger) or (II) any Permitted Junior Debt, any Additional Debt or any other Indebtedness of a Loan Party, in each case of this clause (II), with an aggregate principal amount in excess of the Threshold Amount.

“Change of Control Equity Contribution” means a cash common equity contribution to Parent in an amount equal to the amount required to be paid by Parent and the Lead Borrower to purchase any and all of the 7.875% Senior Notes

tendered in accordance with the terms and conditions of the 7.875% Senior Notes Indenture pursuant to the Change of Control Offer to Purchase.

“Change of Control Offer to Purchase” means the Offer to Purchase (as defined in the 7.875% Senior Notes Indenture) made by Parent and the Lead Borrower on February 3, 2015 in respect of the 7.875% Senior Notes as a result of the occurrence of the Change of Control Triggering Event (as defined in the 7.875% Senior Notes Indenture) in connection with the Transaction.

“Charges” has the meaning set forth in Section 13.24.

“Clayton County Authority” has the meaning set forth in Section 9.13.

“Closing Date” means the date of the making of the initial Loan (or other extension of credit) under this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and, any successor statutes, and all regulations and guidance promulgated thereunder. Any reference to a specific section of the Code shall be deemed to be a reference to such section of the Code and any successor statutes, and all regulations and guidance promulgated thereunder.

“Collateral” means all assets and interests in assets and proceeds thereof now owned or hereafter acquired by any Loan Party in or upon which a Lien is granted by such Person in favor of the Agent or the Lenders under any of the Loan Documents.

“Collateral Access Agreement” means a landlord waiver, bailee letter, or acknowledgement agreement of any lessor, warehouseman, processor, consignee, or other Person in possession of, having a Lien upon, or having rights or interests in a Loan Party’s books and records, Equipment, or Inventory, in each case, in form and substance reasonably satisfactory to the Agent.

“Commitment” means, with respect to (i) each Lender, its commitment to make Loans, (ii) each Swingline Lender, its commitment to make Swingline Loans, and (iii) each Issuing Bank, its commitment to issue Letters of Credit, in each case pursuant to the terms and conditions of this Agreement, and in the case of Loans in such Dollar amounts as are set forth beside such Lender’s name under the applicable heading on Schedule 2.01 or in the Assignment and Assumption Agreement pursuant to which such Lender became a Lender under this Agreement, as such amounts may be reduced or increased from time to time pursuant to assignments made in accordance with the provisions of Section 13.04.

“Commitment Increase” has the meaning set forth in Section 2.15(a).

“Commitment Increase Notice” has the meaning set forth in Section 2.15(b).

“Committed Foreign Currencies” means Sterling, Euros, Swiss Francs and, solely to the extent agreed by Agent and the Issuing Bank, other currencies.

“Company Disclosure Letter” has the meaning set forth in the Merger Agreement.

“Company Material Adverse Effect” means any change, circumstance, development, effect, event or occurrence that has had or would reasonably be expected to have a material adverse effect on, the assets and liabilities (taken as a whole), business, condition (financial or otherwise) or results of operations of Parent and its Subsidiaries, taken as a whole; provided, however, that changes, circumstances, developments, effects, events or occurrences after October 26, 2014 shall not be deemed to constitute, and shall not be taken into account in determining whether there has been or will be, a Company Material Adverse Effect to the extent resulting from (A) changes in general economic or political conditions, financial credit or securities markets in general or in the industries in which Parent and its Subsidiaries, taken as a whole, operate; (B) changes in Laws of general applicability, GAAP or other accounting standards or interpretations thereof; (C) acts of war or terrorism; (D) acts of God, calamities, storms, earthquakes, hurricanes, droughts or other natural disasters

(other than any of the foregoing to the extent that it causes any direct damage or destruction to or renders physically unusable or inaccessible any facility or property of Parent or any of its Subsidiaries); (E) changes in bunker (fuel oil) prices or currency exchange rates; (F) a decrease in the market price or trading volume of the Securities of Parent in and of itself, or the fact, in and of itself, that Parent failed to meet any projections, forecasts or revenue or earnings predictions (provided that any underlying change, circumstance, development, effect, event or occurrence may be deemed to constitute, and shall be taken into account in determining whether there has been or will be, a Company Material Adverse Effect); (G) the announcement or the existence of the Merger Agreement or the transactions contemplated thereby or the performance of and the compliance with the Merger Agreement (except that this clause (G) shall not apply

with respect to Parent's representations and warranties in Section 4.3(c) of the Merger Agreement); (H) any litigation brought or threatened by shareholders of Parent (whether on behalf of Parent or otherwise) in connection with the Merger Agreement; (I) the taking of any action or the failure to take any action with the express prior written consent of Parent (subject to the prior written consent of the Agent (such consent not to be unreasonably withheld or delayed)); or (J) contingencies, proceedings or other actions described in any publicly filed reports of Parent as of October 26, 2014 (provided, that unanticipated developments with respect to any such contingencies, proceedings or other actions not described in any publicly filed reports of Parent as of October 26, 2014 shall be taken into account in determining whether there has been or will be, a Company Material Adverse Effect); except if, in the case of clauses (A) and (B), such change, circumstance, development, effect, event or occurrence has a disproportionate effect on Parent and its Subsidiaries, taken as a whole, compared with other companies operating in the industries in which Parent and its Subsidiaries operate. Capitalized terms used in this definition and not otherwise defined in this Agreement have the meanings assigned to them in the Merger Agreement as in effect on October 26, 2014.

"Compliance Certificate" means a certificate substantially in the form of Exhibit G to this Agreement delivered by the chief financial officer or chief accounting officer of the Lead Borrower to the Agent.

"Consolidated Depreciation and Amortization Expense" means, with respect to Parent and the Restricted Subsidiaries, on a consolidated basis, for any period, the total amount of depreciation and amortization expense, including (i) amortization of deferred financing fees, (ii) amortization of unrecognized prior service costs and actuarial gains and losses related to pensions and other post-employment benefits and (iii) amortization of intangibles (including goodwill and organizational costs), in each case for such period determined in accordance with U.S. GAAP.

"Consolidated EBITDA" means, with respect to Parent and the Restricted Subsidiaries, on a consolidated basis, for any period determined in accordance with U.S. GAAP):

(a) Consolidated Net Income for such period; plus

(b) all of the following, in each case as determined without duplication in accordance with Section 13.06(a) and, except with respect to immediately succeeding clauses (viii), (ix), and, to the extent of lost profits, (x), to the extent deducted in calculating Consolidated Net Income for such period:

(i) Interest Expense;

(ii) provision for taxes based on income, revenues or profits or capital (or any alternative tax in lieu thereof), including, without limitation, federal, foreign, state, franchise and similar taxes and foreign withholding taxes of Parent and the Restricted Subsidiaries paid or accrued during such period, including an amount equal to the tax distributions actually made to any Parent Company in respect of such period in accordance with Section 10.03 as though such amounts had been paid as taxes based on income or profits or capital directly by Parent or its Restricted Subsidiaries for such period;

(iii) Consolidated Depreciation and Amortization Expense for such period;

(iv) other costs or expense pursuant to any management equity plan, supplemental executive retirement plan or stock option plan or any other management or employee benefit plan or agreement or any stock

subscription or shareholder agreement, to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of the Lead Borrower or net cash

proceeds of an issuance of Qualified Equity Interests in Parent (or in any Parent Company) contributed to the capital of the Lead Borrower;

(v) any compensation expense (whether cash or non-cash) resulting from the repurchase of any Equity Interests of Parent from management, officers, employees, directors or consultants of Parent or any of its Restricted Subsidiaries, in each case pursuant to the provisions of clause (iii) of Section 10.03;

(vi) any up-front fees, transaction costs, commissions, expenses, premiums or charges related to any equity offering, permitted investment, acquisition, disposal or incurrence, repayment, amendment or modification of Indebtedness permitted by this Agreement (whether or not successful) and up-front or financing fees, transaction costs, commissions, expenses, premiums or charges related to the Transaction (including fees paid to the Sponsor and/or its Affiliates in connection with the Merger) and any nonrecurring merger or business acquisition transaction costs incurred during such period (in each case whether or not successful);

(vii) cash restructuring charges or reserves and business optimization expense, including any restructuring costs and integration costs incurred in connection with Permitted Acquisitions or other Investments after the Closing Date, costs related to the opening and closure and/or consolidation of offices and facilities, project start-up costs, transition costs (including the termination or discontinuation of activities constituting a business), retention charges, contract termination costs, retention, recruiting, relocation, severance and signing bonuses and expenses, transaction fees and expenses, future lease commitments, systems establishment costs, conversion costs and excess pension charges and curtailments or modifications to pension and post-retirement benefit plans (including any settlement of pension liabilities), consulting fees and any one-time expense relating to enhanced accounting function, or costs associated with becoming a public company or any other costs incurred in connection with any of the foregoing; provided that the aggregate amount of add backs made pursuant to this clause (vii) for any period of four consecutive fiscal quarters, when added to the aggregate amount of add backs made pursuant to clause (viii) below for such period of four consecutive fiscal quarters, shall not exceed an amount equal to 20% of Consolidated EBITDA for such period of four consecutive fiscal quarters (without giving effect to any adjustments pursuant to this clause (vii) or clause (viii) below);

(viii) the amount of net cost savings, operating expense reductions, other operating improvements and acquisition synergies projected by Parent in good faith to be realized during such period (calculated on a pro forma basis as though such items had been realized on the first day of such period) as a result of actions taken or to be taken in connection with the Transaction or any acquisition or disposition or operational change by Parent or any Restricted Subsidiary, net of the amount of actual benefits realized during such period that are otherwise included in the calculation of Consolidated EBITDA from such actions, provided that (A) a duly completed certificate signed by a Responsible Officer of Parent shall be delivered to the Agent with the Compliance Certificate required to be delivered pursuant to Section 9.01(e), certifying that (x) such cost savings, operating expense reductions, other operating improvements and synergies are reasonably expected and factually supportable in the good faith judgment of Parent, and (y) such actions are to be taken within (I) in the case of any such cost savings, operating expense reductions, other operating improvements and synergies in connection with the Transaction, 18 months after the Closing Date and (II) in all other cases, within 18 months after the consummation of the acquisition, disposition, restructuring or the implementation of an initiative, which is expected to result in such cost savings, expense reductions, other operating improvements or synergies, (B) no cost savings, operating expense



reductions, other operating improvements and synergies shall be added pursuant to this clause (viii) to the extent duplicative of any expenses or charges otherwise added to Consolidated EBITDA, whether through a pro forma (or Pro Forma Basis) adjustment or otherwise, for such period, (C) to the extent that any cost savings, operating expense reductions, other operating improvements and synergies are not associated with the Transaction or any other specified transaction, all steps shall have been taken for realizing such savings, (D) projected amounts (and not yet realized) may no longer be added in calculating Consolidated EBITDA pursuant to this clause (viii) to the extent occurring more than six full fiscal quarters after the specified action taken in order to realize such projected cost savings, operating expense reductions and synergies and (E) the aggregate amount of add backs made pursuant to this clause (viii) for any period of four consecutive fiscal quarters, when added to the aggregate amount of add backs made pursuant to clause (vii) above for such period of four consecutive fiscal quarters, shall not exceed an amount equal to 20% of Consolidated EBITDA for such period of four consecutive fiscal quarters (without giving effect to any adjustments pursuant to this clause (viii) or clause (vii) above);

(ix) to the extent covered by insurance and actually reimbursed or otherwise paid, or, so long as Parent has made a reasonable determination that there exists reasonable evidence that such amount will in fact be reimbursed or otherwise paid by the insurer and only to the extent that such amount is (A) not denied by the applicable carrier in writing within 180 days and (B) in fact reimbursed or otherwise paid within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed or otherwise paid within such 365 days), charges, expenses, losses and lost profits with respect to liability or casualty events or relating to business interruption;

(x) charges, expenses, losses and lost profits to the extent covered by contractual indemnification or refunding provisions in favor of Parent or a Restricted Subsidiary and actually paid or refunded in cash;

(xi) management, consulting, monitoring, advisory or other fees (including transaction and termination or exit fees and fees with respect to financial advisory, financing, underwriting, placement or other investment banking services) and related indemnities and expenses paid or accrued during such period to the Sponsor and the Sponsor Affiliates and permitted under Section 10.06; and

(xii) all non-cash charges and non-cash losses which were included in arriving at Consolidated Net Income for such period (excluding any such non-cash charges or non-cash losses to the extent that they represent an accrual or reserve for potential cash charges or losses in any future period or amortization of a prepaid cash charge or loss that was paid in a prior period);

minus all non-cash gains to the extent included in Consolidated Net Income for such period (excluding any non-cash gains to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period);

provided that, notwithstanding the foregoing:

(1) to the extent that any non-cash charge added back to Consolidated Net Income pursuant to any of the foregoing provisions for any period shall become a cash event during any subsequent period, the amount thereof shall be deducted from Consolidated Net Income in determining Consolidated EBITDA for such subsequent period, except, (x) in the case of compensation expense resulting from the repurchase of any Equity Interests of any Parent Company

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from employees of Parent or any of its Restricted Subsidiaries, to the extent permitted to be added in determining Consolidated EBITDA pursuant to the foregoing sub-clause (v) of immediately preceding clause (b), and (y) in the case of restructuring charges, to the extent permitted to be added in determining Consolidated EBITDA pursuant to the foregoing sub-clause (vii) of immediately preceding clause (b);

(2) in determining the Fixed Charge Coverage Ratio, Consolidated EBITDA for any period shall be calculated on a Pro Forma Basis to give effect to any Acquired Entity or Business (other than any Unrestricted Subsidiary redesignated as a Restricted Subsidiary) acquired during such period pursuant to a Permitted Acquisition and not subsequently sold or otherwise disposed of by Parent or any of its Restricted Subsidiaries during such period; and

(3) in determining the Fixed Charge Coverage Ratio, Consolidated EBITDA for any period shall be calculated on a Pro Forma Basis to give effect to any disposition of assets constituting a business unit, division, product line, line of business, manufacturing facility or distribution facility of any Subsidiary of Parent or of the Equity Interests of any Subsidiary of Parent during such period and not subsequently reacquired by Parent or any of its Restricted Subsidiaries during such period.

Notwithstanding anything herein to the contrary, Consolidated EBITDA (before giving effect to any pro forma adjustments or other adjustments contemplated in the definition of Pro Forma Basis) shall be deemed to be \$15,603,000 for the fiscal quarter ended December 31, 2013, \$30,213,000 for the fiscal quarter ended March 31, 2014, \$69,187,000 for the fiscal quarter ended June 30, 2014, and \$28,781,000 for the fiscal quarter ended September 30, 2014.

“Consolidated Net Income” means, for any period, the net income (or loss) of Parent and the Restricted Subsidiaries for such period, determined on a consolidated basis (after deducting non-controlling interests), provided that:

(i) in determining Consolidated Net Income, the net income (or loss) of any other Person that is not Parent or a Restricted Subsidiary or is accounted for by Parent by the equity method of accounting shall be included (x) in the case of net income, only to the extent of the payment of dividends, distributions or other payment that are actually paid in cash (or to the extent converted into cash) by such other Person to Parent or a Restricted Subsidiary during such period, or (y) in the case of net loss, only to the extent of any losses actually funded (through Investments or otherwise) by Parent or a Restricted Subsidiary during such period;

(ii) any extraordinary, non-recurring or unusual gains or losses or expenses (including relating to the Transaction and any reconstruction, re-commissioning or reconfiguration of fixed assets for alternate uses) shall be excluded;

(iii) the net income or loss for such period shall not include the cumulative effect of a change in accounting principles during such period, whether effected through a cumulative effect adjustment or a retroactive application, in each case in accordance with U.S. GAAP;

(iv) any charges, expenses, losses, gains or income from disposed, abandoned or discontinued operations shall be excluded;

(v) any gains or losses attributable to asset dispositions or the sale or other disposition of any Equity Interests of any Person other than in the ordinary course of business, as determined in good faith by Parent, shall be excluded;

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(vi) any effects of purchase accounting (including the effects of such adjustments pushed down to Parent and its Subsidiaries) in component amounts required or permitted by U.S. GAAP, resulting from the application of purchase accounting in relation to the Transaction or any Permitted Acquisition or Investment that is consummated after the Closing Date or the amortization or write-up, writedown or write-off of any amounts thereof shall be excluded;

(vii) any gains or losses from the early extinguishment of Indebtedness or Bank Products or other derivative obligations shall be excluded;

(viii) any gain or loss resulting from Bank Products or other derivative instruments and the application of the application of Accounting Standards Codification No. 815 and their respective related