
“Material Adverse Effect” means any event or condition that has resulted, or would reasonably be expected to result in, a material adverse effect on the business, operations, assets, liabilities or financial condition of the Borrower and the Subsidiaries, taken as a whole.

“Material Domestic Subsidiary” means a Material Subsidiary that is also a Domestic Subsidiary.

“Material Indebtedness” means Indebtedness (other than the Loans and Guarantees under the Credit Documents), or obligations in respect of one or more Hedge Agreements, of any one or more of the Borrower and the Subsidiaries in an aggregate principal amount of \$200,000,000 or more. For purposes of determining Material Indebtedness, the “principal amount” of the obligations of the Borrower or Subsidiary in respect of any Hedge Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such Subsidiary would be required to pay if such Hedge Agreement were terminated at such time.

“Material Subsidiary” means (a) each Subsidiary that owns any Intellectual Property material to the conduct of the business of the Borrower and the Subsidiaries, taken as a whole, (b) each other Subsidiary that (i) has total assets equal to or greater than 5% of total assets of the Borrower and its Subsidiaries, in each case on a consolidated basis (calculated as of the most recent fiscal period with respect to which the Administrative Agent shall have received financial statements required to be delivered pursuant to Sections 5.01(a) or (b) (or if prior to delivery of any financial statements pursuant to such Sections, then calculated as of the end of and for the period of four consecutive Fiscal Quarters most recently ended prior to the Closing Date) (the **“Required Financial Information”**)) or (ii) has revenue equal to or greater than 5% of the revenue of the Borrower and its Subsidiaries, in each case on a consolidated basis (calculated by reference to the Required Financial Information) and (c) solely for purposes of clause (e) or (f) of Article 7, each other Subsidiary that is the subject of an Event of Default under one or more of such clauses and that, when such Subsidiary’s consolidated total assets and consolidated revenue are aggregated with the consolidated total assets or consolidated revenue, as applicable, of each other Subsidiary that is the subject of an Event of Default under one or more such clauses, would constitute a Material Subsidiary under clause (b).

“Maturity Date” means, with respect to any Lender, (i) the fifth anniversary of the date of this Agreement, or (ii) such later day to which the Maturity Date may be extended with respect to such Lender pursuant to Section 2.09(c).

“Moody’s” means Moody’s Investor Services, Inc., or any successor to its rating agency business.

“Multiemployer Plan” means any Employee Benefit Plan that is a “multiemployer plan” as defined in Section 3(37) of ERISA.

“NAIC” means The National Association of Insurance Commissioners, or any successor thereto.

“Non-Consenting Lender” as defined in Section 2.19.

“Non-Public Information” means information that has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD.

“Non-US Lender” as defined in Section 2.16(c).

“Non-US Subsidiary” means any Subsidiary that is not organized under the laws of the United States of America, any State thereof, or the District of Columbia.

“Note” means any promissory note executed and delivered to any Lender pursuant to Section 2.04(c).

“Notice of Change in Control” as defined in Section 2.11(b).

“Obligations” means all monetary obligations of every nature of each Credit Party under this Agreement and the other Credit Documents, whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to such Credit Party, would have accrued on any Obligation, whether or not a claim is allowed against such Credit Party for such interest in the related bankruptcy proceeding), fees, expense reimbursement obligations, Indemnified Liabilities and indemnification.

“Organizational Documents” means (a) with respect to any corporation, its certificate or articles of incorporation, as amended, and its by-laws, as amended, (b) with respect to any limited partnership, its certificate of limited partnership, as amended, and its partnership agreement, as amended, (c) with respect to any general partnership, its partnership agreement, as amended, and (d) with respect to any limited liability company, its articles of organization, as amended, and its operating agreement, as amended. In the event any term or condition of this Agreement or any other Credit Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such “Organizational Document” shall only be to a document of a type customarily certified by such governmental official.

“Participant Register” as defined in Section 9.06(g)(iv).

“PATRIOT Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (Title III of Pub. L. 107-56).

“PBGC” means the Pension Benefit Guaranty Corporation, or any successor thereto.

“Pension Plan” means any Employee Benefit Plan, other than a Multiemployer Plan, that is subject to Section 412 of the Internal Revenue Code or Section 302 of ERISA.

“Permitted Encumbrances” means:

- (a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 5.03;
- (b) carriers’, warehousemen’s, mechanics’, materialmen’s, repairmen’s and other like Liens imposed by law (other than any Lien imposed pursuant to Section 430(k) of the Internal Revenue Code or ERISA or a violation of Section 436 of the Internal Revenue Code), arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days;
- (c) pledges and deposits made in the ordinary course of business in compliance with workers’ compensation, unemployment insurance and other social security laws;
- (d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature;
- (e) judgment liens in respect of judgments that do not constitute an Event of Default under clause (g) of Article 7;
- (f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower or any Subsidiary;
- (g) banker’s liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with depository institutions; *provided* that such deposit accounts or funds are not established or deposited for the purpose of providing collateral for any Indebtedness and are not subject to restrictions on access by the Borrower or any Subsidiary in excess of those required by applicable banking regulations; and
- (h) Liens arising by virtue of Uniform Commercial Code financing statement filings (or similar filings under applicable law) regarding operating leases entered into by the Borrower and the Subsidiaries in the ordinary course of business.

“Permitted Entity” shall mean with respect to a Person (a) a trust solely for the benefit of (i) such Person, (ii) one or more Family Members of such Person and/or (iii) any other Permitted Entity of such Person, (b) any general partnership, limited partnership, limited liability company, corporation or other entity exclusively owned by (i) such Person, (ii) one or more Family Members of such Person and/or (iii) any other Permitted Entity of such Person, (c) any charitable trust, corporation or other entity created by such Person that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and any successor entity that is exempt from

taxation under Section 501(c)(3) upon a conversion of a charitable trust to such successor entity and (d) the heirs, executors, administrators or personal representatives upon the death of such Person or upon the incompetency or disability of such Person for purposes of the protection and management of such Person's assets.

"Permitted Holders" means (i) each of the Persons identified on Schedule 1.01 and any Affiliate or Permitted Transferee thereof, (ii) any Permitted Transferee of a Person that has become a Permitted Holder hereunder, (iii) each natural person who transferred Equity Interests of Borrower to a Permitted Transferee that is or becomes a Permitted Holder pursuant to subclauses (i) or (ii) of this definition, or (iv) a Person of which the Borrower is a direct or indirect wholly-owned Subsidiary.

"Permitted Subordinated Indebtedness" means Indebtedness of the Borrower (and, if applicable, related Guarantees of the Subsidiary Guarantors) that satisfies each of the following requirements: (a) such Indebtedness is by its terms subordinated to the Obligations on terms customary at the time for publicly offered subordinated Indebtedness (which terms shall include at least the terms set forth in Exhibit H); (b) the stated final maturity of such Indebtedness is not earlier than the date 180 days after the Maturity Date, and such Indebtedness is not subject to any conditions that could result in such stated final maturity occurring on a date that precedes the date 180 days after the Maturity Date (it being understood that acceleration or mandatory repayment, prepayment, redemption or repurchase of such Indebtedness upon the occurrence of an event of default, asset sale or a change in control shall not be deemed to constitute a change in the stated final maturity thereof); (c) such Indebtedness is not subject to any amortization requirement (other than nominal amortization not to exceed 3% per annum of the original outstanding principal amount of such Indebtedness) and is not required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, upon the occurrence of an event of default, asset sale or a change in control) prior to the date 180 days after the Maturity Date; (d) such Indebtedness is not Guaranteed by any Subsidiary that is not a Subsidiary Guarantor, and any Guarantee by a Subsidiary of such Indebtedness is subordinated to the Obligations on the same terms as such Indebtedness; and (e) such Indebtedness is not secured by any Lien on any asset of the Borrower or any Subsidiary.

"Permitted Transferee" means, with respect to a Person, (i) one or more of such Person's Family Members, and (ii) any Permitted Entity of such Person.

"Person" means natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Governmental Authorities.

"Platform" means IntraLinks/IntraAgency, SyndTrak or another similar website or other information platform.

“Prime Rate” means the rate of interest quoted in the print edition of *The Wall Street Journal*, Money Rates Section, as the prime rate (currently defined as the base rate on corporate loans posted by at least 75% of the nation’s 30 largest banks), as in effect from time to time. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. The Administrative Agent or any other Lender may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

“Pro Rata Share” means, with respect to any Lender at any time, the percentage obtained by dividing (a) the Commitment of such Lender at such time by (b) the aggregate Commitments of all Lenders at such time; *provided* that if the Commitments have terminated or expired, the Pro Rata Share of each Lender shall be determined based upon the Commitments most recently in effect, giving effect to any assignments.

“Public Lenders” means Lenders that do not wish to receive material non-public information with respect to the Borrower, the Subsidiaries or its or their securities.

“Refinancing Indebtedness” means, in respect of any Indebtedness (the **“Original Indebtedness”**), any Indebtedness that extends, renews or refinances such Original Indebtedness (or any Refinancing Indebtedness in respect thereof); *provided* that (a) the principal amount of such Refinancing Indebtedness shall not exceed the principal amount of such Original Indebtedness except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such extension, renewal or refinancing and by an amount equal to any existing commitments unutilized thereunder; (b) the stated final maturity of such Refinancing Indebtedness shall not be earlier, and the weighted average life to maturity of such Refinancing Indebtedness shall not be shorter, than that of such Original Indebtedness, and such stated final maturity shall not be subject to any conditions that could result in such stated final maturity occurring on a date that precedes the stated final maturity of such Original Indebtedness (it being understood that acceleration or mandatory repayment, prepayment, redemption or repurchase of such Indebtedness upon the occurrence of an event of default, asset sale or a change in control shall not be deemed to constitute a change in the stated final maturity thereof); (c) such Refinancing Indebtedness shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, upon the occurrence of an event of default, asset sale or a change in control or as and to the extent such repayment, prepayment, redemption, repurchase or defeasance would have been required pursuant to the terms of such Original Indebtedness) prior to the earlier of (i) the maturity of such Original Indebtedness and (ii) the date 180 days after the Maturity Date; (d) such Refinancing Indebtedness shall not constitute an obligation (including pursuant to a Guarantee) of any Subsidiary that shall not have been (or, in the case of after-acquired Subsidiaries, shall not have been required to become) an obligor in respect of such Original Indebtedness and shall constitute an obligation of such Subsidiary only to the extent of its obligations in respect of such Original Indebtedness; (e) if such Original Indebtedness shall have been subordinated to the Obligations, such Refinancing

Indebtedness shall also be subordinated to the Obligations on terms not less favorable in any material respect to the Lenders; and (f) such Refinancing Indebtedness shall not be secured by any Lien on any asset other than the assets that secured such Original Indebtedness (or would have been required to secure such Original Indebtedness pursuant to the terms thereof).

“Register” as defined in Section 2.04(b).

“Regulation D” means Regulation D of the Board of Governors, as in effect from time to time.

“Regulation FD” means Regulation FD as promulgated by the SEC under the Securities Act and Exchange Act, as in effect from time to time.

“Regulation S-K” means Regulation S-K as promulgated by the SEC under the Securities Act, as in effect from time to time.

“Related Fund” means, with respect to any Lender that is an investment fund, any other investment fund that invests in commercial loans and that is managed or advised by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the directors, officers, partners, members, trustees, employees, controlling persons, agents and advisors of such Person and of such Person’s Affiliates.

“Release” means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

“Replacement Lender” as defined in Section 2.19.

“Requisite Lenders” means, at any time, Lenders having Exposures and unused Commitments representing more than 50% of the sum of the aggregate Exposures and unused Commitments at such time.

“Restricted Junior Payment” means (a) any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the Borrower or any Subsidiary and (b) any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in the Borrower.

“Sale/Leaseback Transaction” means an arrangement relating to property owned by the Borrower or any Subsidiary whereby the Borrower or such Subsidiary

sells or transfers such property to any Person and the Borrower or any Subsidiary leases such property, or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, from such Person or its Affiliates; *provided* that any such arrangement entered into within 270 days after the acquisition of the subject property shall not be deemed to be a “Sale/Leaseback Transaction”.

“**S&P**” means Standard & Poor’s, a division of The McGraw-Hill Companies, Inc., or any successor to its rating agency business.

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

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

“**Solvent**” means, with respect to any Credit Party, that as of the date of determination, (a) the sum of such Credit Party’s debt and other liabilities (including contingent liabilities) does not exceed the present fair saleable value of such Credit Party’s present assets, (b) such Credit Party’s capital is not unreasonably small in relation to its business as conducted on, or proposed to be conducted following, such date, (c) such Credit Party has not incurred and does not intend to incur debts and liabilities (including contingent liabilities) beyond its ability to pay such debts and liabilities as they become due (whether at maturity or otherwise); and (d) such Credit Party is “solvent” within the meaning given that term and similar terms under the Bankruptcy Code and applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under GAAP).

“**Specified Taxes**” means Taxes (other than any Tax on the overall net income of any Lender or any Tax imposed under FATCA) imposed, levied, collected, withheld or assessed by or within the United States of America or any political subdivision in or of the United States of America or any other jurisdiction from or to which a payment is made by or on behalf of any Credit Party or by any federation or organization of which the United States of America or any such jurisdiction is a member at the time of payment, but only to the extent that any change in law after the date hereof (in the case of each Lender listed on the signature pages hereof on the Closing Date) or after the effective date of the Assignment Agreement pursuant to which such Lender shall have become a Lender (in the case of each other Lender) results in an increase in the rate of such Tax from the rate in effect at the date hereof or at the date of such Assignment Agreement, as the case may be (*provided* that in the case of a Lender that shall have become a Lender pursuant to an Assignment Agreement, Taxes shall be Specified Taxes only to the extent such Taxes would have been Specified Taxes with respect to such Lender’s assignor).

“Standard Credit Information” means (a) information concerning the financial position, results of operations and cash flows of the Borrower and the Subsidiaries (including the Historical Financial Statements and any financial statements delivered pursuant to Section 5.01(a) or 5.01(b)), any information concerning contingent liabilities and any information concerning commitments and other exposures that would be material to determinations concerning creditworthiness of the Borrower and the Subsidiaries, (b) any notice, certificate or other document delivered by the Borrower pursuant to the terms of this Agreement or any other Credit Document and (c) information concerning compliance by the Borrower with the terms of this Agreement and the other Credit Documents (it being understood, for the avoidance of doubt, that the term “Standard Credit Information” does not include product designs, software and technology, inventions, trade secrets, know-how or other proprietary information of a like nature).

“Subsidiary” means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by such Person, one or more of the other Subsidiaries of such Person or a combination thereof; *provided* that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a “qualifying share” of the former Person shall be deemed to be outstanding. Unless otherwise specified, all references herein to Subsidiaries shall be deemed to refer to Subsidiaries of the Borrower.

“Subsidiary Guarantor” means each Domestic Subsidiary that is a party to and a guarantor under the Guarantee Agreement.

“Tax” means any present or future tax, levy, impost, duty, assessment, charge, fee, deduction or withholding of any nature and whatever called, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed; *provided* that “Tax on the overall net income” of a Person shall be construed as a reference to a tax imposed by the jurisdiction in which that Person is organized or in which that Person’s applicable principal office (and/or, in the case of a Lender, its lending office) is located or in which that Person (and/or, in the case of a Lender, its lending office) is deemed to be doing business on all or part of the net income, profits or gains (whether worldwide, or only insofar as such income, profits or gains are considered to arise in or to relate to a particular jurisdiction, or otherwise) of that Person (and/or, in the case of a Lender, its applicable lending office).

“Terminated Lender” as defined in Section 2.19.

“Transactions” means the execution, delivery and performance by each Credit Party of the Credit Documents to which it is to be a party, the borrowing of Loans by the Borrower and the use of the proceeds thereof.

“**Type**”, when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Eurodollar Rate or the Base Rate.

“**U.S. Lender**” as defined in Section 2.16(c).

“**wholly-owned**”, when used in reference to a Subsidiary of any Person, means any Subsidiary of such Person all the Equity Interests in which (other than directors’ qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law) are owned, beneficially and of record, by such Person, another wholly-owned Subsidiary of such Person or any combination thereof.

Section 1.02. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in conformity with GAAP as in effect from time to time; *provided* that if the Borrower, by notice to the Administrative Agent, shall request an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent or the Requisite Lenders, by notice to the Borrower, shall request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith; *provided, further* that any obligations relating to a lease that was accounted for by the Borrower or any of its Subsidiaries in accordance with GAAP as an operating lease as of the Closing Date and any operating lease entered into after the Closing Date by the Borrower or any of its Subsidiaries that would under GAAP as in effect on the Closing Date have been accounted for as an operating lease shall be accounted for as obligations relating to an operating lease and not as Capital Lease Obligations.

Section 1.03. Pro Forma Calculations. All pro forma computations required to be made hereunder giving effect to any transaction shall be calculated after giving pro forma effect thereto (and, in the case of any pro forma computations made hereunder to determine whether such transaction is permitted to be consummated hereunder, to any other such transaction consummated since the first day of the period covered by any component of such pro forma computation and on or prior to the date of such computation) as if such transaction had occurred on the first day of the period of four consecutive Fiscal Quarters ending with the most recent Fiscal Quarter for which financial statements shall have been delivered pursuant to Section 5.01(a) or 5.01(b) (or, prior to the delivery of any such financial statements, as of December 31, 2011), and, to the extent applicable, to the historical earnings and cash flows associated with the assets acquired or disposed of and any related incurrence or reduction of Indebtedness, all in accordance with Article 11 of Regulation S-X under the Securities Act.

Section 1.04. Interpretation. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. References herein to any Article, Section, Schedule or Exhibit shall be to an Article or a Section of, or a Schedule or an Exhibit to, this Agreement, unless otherwise specifically provided. 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.**” The words “**asset**” and “**property**” shall be construed to have the same meaning and effect and to refer to any and all real and personal, tangible and intangible assets and properties, including cash, securities, accounts and contract rights. The word “**law**” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders, writs and decrees, of all Governmental Authorities. A “**breach**” of a Credit Document shall include a violation of any covenant or agreement contained therein or the inaccuracy of any representation contained therein or in any notice or certificate delivered in connection therewith. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document (including this Agreement) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, 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) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, and (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 hereof.

Section 1.05. Status as Senior Indebtedness. In the event that the Borrower or any other Credit Party shall at any time issue or have outstanding any Permitted Subordinated Indebtedness, the Borrower shall take or cause such other Credit Party to take all such actions as shall be necessary to cause the Obligations to constitute senior indebtedness (however denominated) in respect of such Permitted Subordinated Indebtedness and to enable the Lenders to have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Permitted Subordinated Indebtedness. Without limiting the foregoing, the Obligations are hereby designated as “senior indebtedness” and as “designated senior indebtedness” under and in respect of any indenture or other agreement or instrument under which any such Permitted Subordinated Indebtedness is outstanding and are further given all such other designations as shall be required under the terms of any such Permitted Subordinated Indebtedness in order that the Lenders may have and exercise any payment blockage or other remedies available or potentially available to holders of senior indebtedness under the terms of such Permitted Subordinated Indebtedness.