
ARTICLE 2
LOANS

Section 2.01. Loans. (a) *Commitments.* During the Commitment Period, subject to the terms and conditions hereof, each Lender agrees to make Loans to the Borrower in an aggregate principal amount that will not result in (i) such Lender's Exposure exceeding such Lender's Commitment or (ii) the aggregate Exposures exceeding the aggregate Commitments. Amounts repaid or prepaid in respect of the Loans may, subject to the terms and conditions hereof, be reborrowed during the Commitment Period.

(b) *Borrowing Mechanics.* (i) Each Loan shall be made as part of a Borrowing consisting of Loans of the same Type made by the Lenders proportionately to their respective Pro Rata Shares. At the time each Borrowing is made, such Borrowing shall be in an aggregate minimum amount of \$5,000,000 or an integral multiple of \$1,000,000 in excess of that amount; *provided* that a Base Rate Borrowing may be in an aggregate amount that is equal to the entire unused balance of the aggregate Commitments in effect at such time.

(ii) To request a Borrowing, the Borrower shall deliver to the Administrative Agent a fully completed and executed Funding Notice (A) in the case of a Eurodollar Rate Borrowing, not later than 12:00 p.m. (New York City time) three Business Days before the proposed Credit Date or (B) in the case of a Base Rate Borrowing, not later than 12:00 p.m. (New York City time) on the proposed Credit Date. In lieu of delivering a Funding Notice, the Borrower may give the Administrative Agent telephonic notice by the required time of any proposed Borrowing; *provided* that such telephonic notice shall be promptly confirmed in writing by delivery of a fully completed and executed Funding Notice to the Administrative Agent on or before the close of business on the date that such telephonic notice is given. In the event of any discrepancy between the telephonic notice and the written Funding Notice, the written Funding Notice shall govern. Promptly upon receipt by the Administrative Agent of a Funding Notice in accordance with this paragraph, the Administrative Agent shall notify each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

(iii) Each Lender shall make the principal amount of each Loan required to be made by it hereunder on any Credit Date available to the Administrative Agent not later than (i) 2:00 p.m. (New York City time) on such Credit Date if the Funding Notice for the applicable Borrowing is delivered less than one Business Day prior to such Credit Date and (ii) 12:00 p.m. (New York City time) on such Credit Date if the Funding Notice for the applicable Borrowing is delivered at least one Business Day prior to the Credit Date, in each case by wire transfer of same day funds in Dollars to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly remitting the amounts so

received, in like funds, to an account of the Borrower specified by the Borrower in the Funding Notice.

Section 2.02. *Pro Rata Shares; Availability of Funds.* (a) *Pro Rata Shares.* All Loans on the occasion of any Borrowing shall be made by the Lenders proportionately to their respective Pro Rata Shares, it being understood that (i) no Lender shall be responsible for any default by any other Lender in such other Lender's obligation to make a Loan requested hereunder and (ii) no Commitment of any Lender shall be increased or decreased as a result of a default by any other Lender in such other Lender's obligation to make a Loan requested hereunder.

(b) *Availability of Funds.* Unless the Administrative Agent shall have been notified by a Lender prior to the applicable Credit Date that such Lender does not intend to make available to the Administrative Agent the amount of such Lender's Loan requested on such Credit Date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such Credit Date and may, in its sole discretion, but shall not be obligated to, make available to the Borrower a corresponding amount on such Credit Date. In such event, if a Lender has not in fact made the amount of such Lender's Loan requested on such Credit Date available to the Administrative Agent, then the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of a payment to be made by such Lender, (A) at any time prior to the third Business Day following the date such amount is made available to the Borrower, the customary rate set by the Administrative Agent for the correction of errors among banks and (B) thereafter, the Base Rate or (ii) in the case of a payment to be made by the Borrower, the interest rate applicable hereunder to Base Rate Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in the applicable Borrowing. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent, any Lender or the Borrower may have against any Lender as a result of any default by such Lender hereunder.

Section 2.03. *Use of Proceeds.* The Borrower shall use the proceeds of the Loans for working capital and other general corporate purposes, including, without limitation, to finance capital expenditures arising from the development of data center facilities of the Borrower and the Subsidiaries, acquisitions and repurchases of Equity Interests and Indebtedness of the Borrower, and to fund tax withholding and remittance obligations arising upon the vesting and settlement of RSUs in connection with the Borrower's IPO or to reimburse the Borrower for paying such tax withholding and remittance obligations. No portion of the proceeds of any Loan will be used in any manner that entails a violation of Regulation U or X of the Board of Governors.

Section 2.04. *Evidence of Debt; Register; Notes.* (a) *Lender's Evidence of Debt.* Each Lender shall maintain records evidencing the Obligations of the Borrower owing to such Lender, including the principal amount of the Loans made

by such Lender and each repayment and prepayment in respect thereof. Such records maintained by any Lender shall be conclusive and binding on the Borrower, absent manifest error; *provided* that the failure to maintain any such records, or any error therein, shall not in any manner affect the obligation of the Borrower to pay any amounts due hereunder in accordance with the terms of this Agreement; *provided* further that, in the event of any inconsistency between the records maintained by any Lender and the records maintained by the Administrative Agent, the records of the Administrative Agent shall govern.

(b) *Register*. The Administrative Agent shall maintain at one of its offices records of the names and addresses of the Lenders, and the Commitment of, and principal amount of the Loans owing to, each Lender from time to time (the “**Register**”). The entries in the Register shall be conclusive and binding on the Borrower and each Lender, absent manifest error. The Register shall be available for inspection by the Borrower or any Lender (with respect to any entry relating to such Lender’s Commitment or Loans) at any reasonable time and from time to time upon reasonable prior notice. The Borrower hereby designates the Administrative Agent to serve as the Borrower’s agent solely for purposes of maintaining the Register as provided in this Section 2.04 and agrees that, to the extent the Administrative Agent serves in such capacity, the Administrative Agent and its Related Parties shall constitute “Indemnitees”.

(c) *Notes*. Upon request of any Lender that Loans made by it be evidenced by a promissory note, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns), which shall be in a form approved by the Administrative Agent. Each Lender agrees that delivery of any such promissory notes shall not be a condition precedent to the obligations of such Lender to make a Loan on any Credit Date.

Section 2.05. Interest on Loans. (a) Subject to Section 2.07, each Loan shall bear interest on the outstanding principal amount thereof as follows:

- (i) in the case of a Base Rate Loan, at the Base Rate plus the Applicable Margin and
- (ii) in the case of a Eurodollar Rate Loan, at the Adjusted Eurodollar Rate plus the Applicable Margin.

The applicable Base Rate or Adjusted Eurodollar Rate shall be determined by the Administrative Agent, and such determination shall be conclusive and binding on the parties hereto, absent manifest error.

(b) The basis for determining the rate of interest with respect to any Loan, and the Interest Period with respect to any Eurodollar Rate Borrowing, shall be selected by the Borrower pursuant to the applicable Funding Notice or Conversion/Continuation Notice delivered in accordance herewith; *provided* that there shall be no more than 25 Eurodollar Rate Borrowings outstanding at any time. In the event the Borrower fails to specify in the applicable Funding Notice the Type

of the requested Borrowing, then the requested Borrowing shall be made as a Base Rate Borrowing. In the event the Borrower fails to deliver in accordance with Section 2.06 a Conversion/Continuation Notice with respect to any Eurodollar Rate Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted into a Base Rate Borrowing. In the event the Borrower requests the making of, or the conversion to or continuation of, any Eurodollar Rate Borrowing but fails to specify in the applicable Funding Notice or Conversion/Continuation Notice the Interest Period to be applicable thereto, the Borrower shall be deemed to have specified an Interest Period of one month.

(c) Interest on Loans shall accrue on a daily basis and shall be computed (i) in the case of Base Rate Loans, on the basis of a year of 365 days (or 366 days in a leap year) and (ii) in the case of Eurodollar Rate Loans, on the basis of a year of 360 days, in each case for the actual number of days elapsed in the period during which it accrues. In computing interest on any Loan, the date of the making of such Loan or the first day of an Interest Period applicable to such Loan or the most recent Interest Payment Date with respect to such Loan or, with respect to a Eurodollar Rate Loan being converted to a Base Rate Loan, the date of conversion of such Eurodollar Rate Loan to such Base Rate Loan, as the case may be, shall be included, and the date of payment of such Loan or the expiration date of an Interest Period applicable to such Loan or, with respect to a Base Rate Loan being converted to a Eurodollar Rate Loan, the date of conversion of such Base Rate Loan to such Eurodollar Rate Loan, as the case may be, shall be excluded; *provided* that if a Loan is repaid on the same day on which it is made, one day's interest shall accrue on such Loan.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date applicable to such Loan and on the Commitment Termination Date; *provided* that (i) in the event of any repayment or prepayment of any Loan (other than a prepayment of a Base Rate Loan prior to the end of the Commitment Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (ii) in the event of any conversion of a Eurodollar Rate Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

Section 2.06. Conversion/Continuation. (a) Subject to Sections 2.05 and 2.14, the Borrower shall have the option:

(i) to convert at any time all or any part of any Borrowing from one Type to the other Type; or

(ii) to continue, at the end of the Interest Period applicable to any Eurodollar Rate Borrowing, all or any part of such Borrowing as a Eurodollar Rate Borrowing and to elect an Interest Period therefor;

provided, in each case, that at the commencement of each Interest Period for any Eurodollar Rate Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000.

In the event any Borrowing shall have been converted or continued in accordance with this Section 2.06 in part, such conversion or continuation shall be allocated ratably, in accordance with the Pro Rata Shares, among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each part of such Borrowing resulting from such conversion or continuation shall be considered a separate Borrowing.

(b) To exercise its option pursuant to this Section 2.06, the Borrower shall deliver a fully completed and executed Conversion/Continuation Notice to the Administrative Agent no later than 12:00 p.m. (New York City time) no later than (i) on the proposed conversion date, in the case of a conversion to a Base Rate Borrowing, or (ii) three Business Days in advance of the proposed conversion/continuation date, in the case of a conversion to, or a continuation of, a Eurodollar Rate Borrowing. In lieu of delivering a Conversion/Continuation Notice, the Borrower may give the Administrative Agent telephonic notice by the required time of any proposed conversion/continuation; *provided* that such telephonic notice shall be promptly confirmed in writing by delivery of a fully completed and executed Conversion/Continuation Notice to the Administrative Agent on or before the close of business on the date that such telephonic notice is given. In the event of any discrepancy between the telephonic notice and the written Conversion/Continuation Notice, the written Continuation/Conversion Notice shall govern. A Conversion/Continuation Notice for conversion to, or continuation of, any Eurodollar Rate Borrowing shall be irrevocable on and after the Interest Rate Determination Date with respect to the Interest Period requested, or deemed requested, for such Borrowing, and the Borrower shall be bound to effect a conversion or continuation in accordance therewith.

(c) Notwithstanding anything to the contrary herein, if an Event of Default under clause (a), (e) or (f) of Article 7 or, at the request of the Requisite Lenders, any other Default or Event of Default shall have occurred and is continuing, then no outstanding Borrowing may be converted to or continued as a Eurodollar Rate Borrowing.

Section 2.07. Default Interest. If an Event of Default under clause (a), (e) or (f) of Article 7 or, at the request of the Requisite Lenders, any other Event of Default shall have occurred, then, from and after the date of the occurrence thereof and for so long as such Event of Default is continuing, the principal amount of all Loans outstanding and, to the extent permitted by applicable law, all interest payments thereon and all fees and other amounts owing hereunder shall bear interest (including post petition interest in any proceeding under the Bankruptcy Code or other applicable bankruptcy laws), payable on demand, (a) in the case of the outstanding principal of any Loan, at a rate that is 1% per annum in excess of the interest rate otherwise applicable hereunder to such Loan and (b) in all other cases, at a rate (computed on the basis of a year of 360 days for the actual number of days elapsed) that is 1% per annum in excess of the interest rate that would be applicable hereunder to a Base Rate Loan. Payment or acceptance of the increased rates of interest provided for in this Section 2.07 is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of the Administrative Agent or any Lender.

Section 2.08. Fees. The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at a rate equal to .10% per annum on the daily unused amount of the Commitment of such Lender during the Commitment Period. All commitment fees shall be calculated on the basis of a year of 360 days for the actual number of days elapsed. Accrued commitment fees shall be payable (a) quarterly in arrears during the Commitment Period, on March 31, June 30, September 30 and December 31, commencing with the first such date to occur after the Closing Date, (b) on the Commitment Termination Date and (c) in the case of any commitment fees accrued for the account of any Lender that shall have exercised its right referred to in Section 2.11(b), on the date the Commitment of such Lender terminates in accordance with such Section.

Section 2.09. Extension, Termination and Reduction of Commitments. (a) Unless previously terminated, (i) the Commitments shall automatically terminate on the Maturity Date and (ii) the Commitment of each Lender that shall have exercised its right referred to in Section 2.11(b) shall automatically terminate as provided in such Section.

(b) The Borrower may, upon not less than three Business Days' prior written notice (or telephonic notice promptly confirmed by delivery of written notice) thereof to the Administrative Agent, at any time terminate in whole or from time to time permanently reduce in part, without premium or penalty, the Commitments; *provided* that (i) any such partial reduction of the Commitments shall be in an integral multiple of \$1,000,000 and not less than \$5,000,000 and (ii) the Borrower shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance herewith, the aggregate Exposures would exceed the aggregate Commitments. Each such notice shall be irrevocable and shall specify the effective date (which shall be a Business Day) of such termination or reduction and the amount of any partial reduction; *provided* that a notice of termination or reduction of the Commitments may state that such notice is conditioned on the occurrence of one or more events specified therein, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the details thereof. Any partial reduction of the Commitments pursuant to this paragraph shall reduce the Commitments of the Lenders ratably, in accordance with the Pro Rata Shares.

(c) The Maturity Date may be extended on up to two occasions, but not more than once per calendar year, in the manner set forth in this subsection (c) for a period of one year from the Maturity Date then in effect. If the Borrower wishes to request an extension of the Maturity Date, the Borrower shall give written notice to that effect to the Administrative Agent no later than one year prior to the Maturity Date then in effect, whereupon the Administrative Agent shall promptly notify each of the Lenders of such request. Each Lender will use its best efforts to respond to such request, whether affirmatively or negatively, as it may elect in its sole and absolute discretion, within 20 days of such notice to the Administrative Agent. Any Lender not responding to such request within such time period shall be deemed to have responded negatively to such request. Subject to receipt by the Administrative

Agent of counterparts of a duly executed extension agreement in form satisfactory to the Administrative Agent and the Borrower (an “**Extension Agreement**”), the Maturity Date shall be extended to the first anniversary of the Maturity Date then in effect. The Borrower may request the Lenders that do not elect to extend the Maturity Date to assign their Commitments in their entirety to one or more financial institutions pursuant to Section 9.06, which assignees will agree to extend the Maturity Date. If any Lender rejects, or is deemed to have rejected, the Borrower’s request to extend the Maturity Date, then (i) this Agreement shall terminate on the Maturity Date then in effect with respect to such Lender and (ii) the Borrower shall pay to such Lender on such Maturity Date any amounts due and payable to such Lender on such date.

Section 2.10. Repayment of Loans. To the extent not previously paid, all Loans shall be due and payable on the Maturity Date.

Section 2.11. Prepayments of Loans. (a) *Voluntary Prepayments.* (i) The Borrower may, at any time and from time to time, without premium or penalty but subject to Section 2.14(c), prepay any Borrowing in whole or in part; *provided* that each partial voluntary prepayment of any Borrowing shall be in an aggregate amount that is an integral multiple of \$1,000,000 and not less than \$5,000,000.

(ii) To make a voluntary prepayment pursuant to Section 2.11(a)(i), the Borrower shall notify the Administrative Agent not later than 12:00 p.m. (New York City time) (A) on the date of prepayment, in the case of prepayment of Base Rate Borrowings, or (B) at least three Business Days prior to the date of prepayment, in the case of prepayment of Eurodollar Rate Borrowings. Each such notice shall specify the prepayment date (which shall be a Business Day) and the principal amount of each Borrowing or portion thereof to be prepaid, and may be given by telephone or in writing (and, if given by telephone, shall promptly be confirmed in writing). Each such notice shall be irrevocable, and the principal amount of each Borrowing specified therein shall become due and payable on the prepayment date specified therein; *provided* that, if a notice of voluntary prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the details thereof.

(b) *Change in Control Termination/Put Right.* Promptly upon any Authorized Officer of the Borrower obtaining knowledge of the occurrence of a Change in Control, the Borrower shall deliver to the Administrative Agent and the Lenders a certificate of an Authorized Officer of the Borrower setting forth the details thereof and referring to the right of the Lenders under this Section 2.11(b) (the “**Notice of Change in Control**”). In the event the Notice of Change in Control shall have been delivered by the Borrower, each Lender shall have the right to require that (i) the Commitment, if any, of such Lender terminate in whole and (ii) the Borrower prepay all outstanding Loans of such Lender, which right may be exercised by written notice thereof delivered to the Borrower (with a copy to the Administrative Agent)

not later than the 45th day following the date on which the Notice of Change in Control shall have been delivered by the Borrower (it being understood that any Lender that shall have failed to exercise such right as set forth above shall be deemed to have waived such right). In the event that any Lender shall have exercised such right as set forth above, (i) the Borrower shall prepay, without premium or penalty but subject to Section 2.14(c), all the outstanding Loans of such Lender and (ii) the Commitment of such Lender shall automatically terminate in whole, in each case on the date that is the 60th day following the date on which the Notice of Change in Control shall have been delivered by the Borrower.

Section 2.12. General Provisions Regarding Payments. (a) All payments by the Borrower of principal, interest, fees and other Obligations shall be made in Dollars in same day funds, without defense, recoupment, setoff or counterclaim and free of any restriction or condition. All such payments shall be delivered not later than 3:00 p.m. (New York City time) on the date due to such account as may be designated by the Administrative Agent for the account of the Persons entitled thereto; *provided* that payments made pursuant to Sections 9.02 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any payment received by it hereunder for the account of any other Person to the appropriate recipient promptly following receipt thereof.

(b) All payments in respect of the principal amount of any Loan (other than a prepayment of a Base Rate Loan prior to the end of the Commitment Period) shall be accompanied by payment of accrued interest on the principal amount being repaid or prepaid, and all such payments (and, in any event, any payments in respect of any Loan on a date when interest is due and payable with respect to such Loan) shall be applied to the payment of interest then due and payable before application to principal.

(c) Each repayment or prepayment of a Borrowing hereunder shall be allocated ratably, in accordance with their respective Pro Rata Shares, among the Lenders holding Loans included in the repaid or prepaid Borrowing, it being understood that this paragraph shall not apply to any prepayment made pursuant to Section 2.11(b).

(d) Notwithstanding the foregoing provisions hereof, if any Affected Lender makes Base Rate Loans in lieu of its Pro Rata Share of any Eurodollar Rate Loans, all payments and prepayments of principal that would otherwise have been applied to repay the Eurodollar Rate Loans that would have been made by such Lender or the converted Eurodollar Rate Loans of such Lender shall instead be applied to repay the Base Rate Loans made by such Lender in lieu of, or resulting from the conversion of, such Eurodollar Rate Loans.

(e) Whenever any payment to be made hereunder with respect to any Loan shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

(f) Any payment hereunder by or on behalf of the Borrower that is not received by the Administrative Agent in same day funds prior to 3:00 p.m. (New York City time) on the date due shall be deemed to have been received, for purposes of computing interest and fees hereunder (including for purposes of determining applicability of Section 2.07) on the Business Day next succeeding the date of receipt (or, if later, the Business Day next succeeding the date the funds received become available funds).

(g) If an Event of Default shall have occurred and the maturity of the Loans shall have been accelerated pursuant to Article 7, all payments or proceeds received by the Administrative Agent hereunder in respect of any of the Obligations shall be applied, first, to the payment of all fees and other amounts owing to the Administrative Agent (in its capacity as such), and, second, to the extent of any excess of such payment or proceeds, to the payment of all other Obligations for the ratable benefit of the Guaranteed Parties entitled thereto.

Section 2.13. Ratable Sharing. If any Lender shall, whether by voluntary payment, through the exercise of any right of set-off or banker's lien, by counterclaim or cross action, by the enforcement of any right under the Credit Documents or otherwise or as adequate protection of a deposit treated as cash collateral under the Bankruptcy Code, receive payment in respect of any principal, interest or commitment fees then due and owing to such Lender hereunder or under the other Credit Documents (collectively, the "**Aggregate Amounts Due**" to such Lender) resulting in such Lender receiving payment of a greater proportion of the Aggregate Amounts Due to such Lender than the proportion received by any other Lender in respect of the Aggregate Amounts Due to such other Lender, then the Lender receiving such proportionately greater payment shall (a) notify the Administrative Agent and each other Lender of the receipt of such payment and (b) apply a portion of such payment to purchase (for cash at face value) participations in the Aggregate Amounts Due to the other Lenders so that all such payments of Aggregate Amounts Due shall be shared by all the Lenders ratably in accordance with the Aggregate Amounts Due to them; *provided that*, if all or part of such proportionately greater payment received by such purchasing Lender is thereafter recovered from such Lender upon the bankruptcy or reorganization of the Borrower or otherwise, those purchases shall be rescinded and the purchase prices paid for such participations shall be returned to such purchasing Lender ratably to the extent of such recovery, but without interest. The Borrower expressly consents to the foregoing arrangement and agrees that any holder of a participation so purchased may exercise any and all rights of banker's lien, consolidation, set-off or counterclaim with respect to any and all monies owing by the Borrower to such holder with respect thereto as fully as if such holder were owed the amount of the participation held by such holder. The provisions of this Section 2.13 shall not be construed to apply to (i) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including any payment made by the Borrower to any Lender as a result of such Lender exercising its right under Section 2.11(b)) or (ii) any payment obtained by any Lender as consideration for the assignment of or sale of a participation in any of its Loans or other Obligations owing to it.

Section 2.14. Making or Maintaining Eurodollar Rate Loans. (a) *Inability to Determine Applicable Interest Rate.* If, on or prior to any Interest Rate Determination Date with respect to any Interest Period for any Eurodollar Rate Borrowing, the Administrative Agent shall have determined (which determination shall be conclusive and binding on the parties hereto, absent manifest error) that by reason of circumstances affecting the London interbank market adequate and fair means do not exist for ascertaining the Adjusted Eurodollar Rate for such Interest Period, then the Administrative Agent shall give prompt notice (which may be telephonic) thereof to the Borrower and each Lender of such determination, whereupon (i) no Loans may be made as, or converted to, Eurodollar Rate Loans until such time as the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist and (ii) any Funding Notice or Conversion/Continuation Notice given by the Borrower with respect to the Loans in respect of which such determination was made shall be ineffective.

(b) *Illegality or Impracticability of Eurodollar Rate Loans.* In the event that on any date any Lender shall have determined (which determination shall be conclusive and binding upon all parties hereto) that the making, maintaining or continuation of its Eurodollar Rate Loans (i) has become unlawful as a result of compliance by such Lender in good faith with any applicable law (or would conflict with any treaty, governmental rule, regulation, guideline or order not having the force of law even though the failure to comply therewith would not be unlawful) or (ii) has become impracticable as a result of contingencies occurring after the date hereof which materially and adversely affect the London interbank market or the position of such Lender in that market, then, and in any such event, such Lender shall be an “**Affected Lender**” and it shall on that day give notice (by facsimile or by telephone confirmed in writing) to the Borrower and the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to each other Lender). If the Administrative Agent receives (A) a notice from any Lender pursuant to clause (i) of the preceding sentence or (B) a notice from Lenders constituting the Requisite Lenders pursuant to clause (ii) of the preceding sentence, then (1) the obligation of such Lender (or, in the case of a notice referred to in clause (B) above, the Lenders) to make Loans as, or to convert Loans to, Eurodollar Rate Loans shall be suspended until such notice shall have been withdrawn by such Lender (or, in the case of a notice referred to in clause (B) above, Lenders constituting the Requisite Lenders), (2) to the extent any such notice relates to a Eurodollar Rate Loan or Loans then being requested by the Borrower pursuant to a Funding Notice or a Conversion/Continuation Notice, such Lender (or, in the case of a notice referred to in clause (B) above, the Lenders) shall make such Loan or Loans as (or continue such Loan or Loans as or convert such Loan or Loans to, as the case may be) a Base Rate Loan or Loans, (3) such Lender’s (or, in the case of a notice referred to in clause (B) above, the Lenders’) obligation to maintain outstanding Eurodollar Rate Loans (the “**Affected Loans**”) shall be terminated at the earlier to occur of the expiration of the Interest Period then in effect with respect to the Affected Loans or when required by law and (4) the Affected Loans shall automatically convert into Base Rate Loans on the date of such termination. Notwithstanding the foregoing, to the extent a determination by an Affected Lender or the Requisite Lenders as described above relates to a Eurodollar Rate Loan then being requested by the Borrower pursuant to a