
order to continue to conduct such business, (B) in connection with the extension of the business or operations of the Borrower and the Subsidiaries into any foreign country in which their business and operations on the date hereof are not material to the business and operations of the Borrower and the Subsidiaries taken as a whole, grants of outbound licenses of such Intellectual Property that are exclusive with respect to such country and (C) grants to one or more Foreign Subsidiaries for international tax planning purposes of outbound licenses of such Intellectual Property that are exclusive with respect to one or more foreign countries, provided that (x) each such Foreign Subsidiary shall be a wholly-owned Subsidiary, (y) neither any such Foreign Subsidiary nor any other Subsidiary that is not a Subsidiary Guarantor and that owns directly or indirectly any Equity Interest in any such Foreign Subsidiary shall be liable for (and the Borrower agrees that no such Subsidiary shall, after the grant of any such license, create, incur, assume or permit to exist) any Indebtedness (other than (1) such license if it is deemed to be a Capital Lease Obligation or (2) Indebtedness permitted by Section 6.01(b), *provided* that Indebtedness owed to Disqualified Subsidiary Lenders by all such Subsidiaries shall not at any time exceed \$500,000,000 in the aggregate; or (3) Indebtedness permitted by Section 6.01(f)) and (z) such licenses do not materially detract from the value of the affected asset or interfere with the ordinary conduct of business of the Borrower and the Subsidiaries taken as a whole), and (iv) any income or revenues (including accounts receivable) or rights in respect of any thereof (other than (A) the sale or discount of accounts receivable more than 90 days overdue in connection with the collection or compromise thereof (but not as part of a securitization or other financing transaction), (B) the sale of accounts receivable or the transfer of any income or revenues by the Borrower and the Subsidiaries to the Credit Parties or by the Subsidiaries that are not Credit Parties to the Borrower and the Subsidiaries and (C) the sale of accounts receivable or the transfer of any income or revenues by the Borrower or its Subsidiaries as part of the sale of a Subsidiary or line of business not otherwise prohibited hereby).

Section 6.04. Hedge Agreements. The Borrower will not, and will not permit any Subsidiary to, enter into any Hedge Agreement, except Hedge Agreements entered into to hedge or mitigate risks to which the Borrower or any Subsidiary has actual exposure (but in no event for speculative or trading purposes).

Section 6.05. Restricted Junior Payments. The Borrower will not, and will not permit any Subsidiary to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Junior Payment, or incur any obligation (contingent or otherwise) to do so, except that (a) the Borrower or any Subsidiary may declare and pay dividends, and make other distributions, with respect to its Equity Interests payable solely in additional Equity Interests, (b) any Subsidiary may declare and pay dividends or make other distributions with respect to its Equity Interests ratably to the holders of such Equity Interests, (c) the Borrower and its Subsidiaries may make Restricted Junior Payments, not exceeding \$100,000,000 in the aggregate for any Fiscal Year, (d) the Borrower may redeem or otherwise cancel Equity Interests or rights in respect thereof granted to directors, officers, employees or other providers of services to the Borrower and the Subsidiaries in an amount required to satisfy tax withholding obligations related to the vesting, settlement or exercise of such Equity

Interests or rights, and may issue common Equity Interests to settle rights in respect of Equity Interests, and (e) the Borrower may make additional cash Restricted Junior Payments so long as at the time of and after giving effect to each such Restricted Junior Payment, (i) no Default or Event of Default shall have occurred and be continuing and (ii) the sum of the amount such Restricted Junior Payment and the aggregate amount of all prior Restricted Junior Payments made in reliance on this clause (e) shall not exceed 50% of the Borrower's aggregate Consolidated Net Income for all completed Fiscal Years for which the financial statements required by Section 5.01(b) shall have been delivered, commencing with the Fiscal Year ending December 31, 2012, taken as a single accounting period and (iii) the Borrower shall have delivered to the Administrative Agent a certificate of the chief financial officer of the Borrower demonstrating compliance with clauses (i) and (ii) above, together with, in the case of clause (ii), reasonably detailed calculations in support thereof.

Section 6.06. Transactions with Affiliates. The Borrower will not, and will not permit any Subsidiary to, sell, lease, license or otherwise transfer any assets to, or purchase, lease, license or otherwise acquire any assets from, or otherwise engage in any other transactions with, any of its Affiliates, except (a) transactions that are at prices and on terms and conditions not less favorable to the Borrower or such Subsidiary than those that would prevail in arm's-length transactions with unrelated third parties, (b) transactions between or among the Borrower and the Subsidiaries, (c) any Restricted Junior Payment permitted by Section 6.05, (d) issuances by the Borrower of Equity Interests and receipt by the Borrower of capital contributions, (e) compensation and indemnification of, and other employment arrangements with, directors, officers and employees of the Borrower or any Subsidiary, (f) transactions not required to be disclosed under Item 404 of Regulation S-K, (g) transactions between the Borrower or any of the Subsidiaries and any person, a director of which is also a director of the Borrower, *provided, however*, that such person is not an Affiliate of the Borrower for any reason other than such director's acting in such capacity, (h) transactions with customers, clients, suppliers, joint venture partners or purchasers or sellers of goods and services, in each case in the ordinary course of business and otherwise not prohibited hereby, and (i) transactions approved by the board of directors of the Borrower or any authorized committee thereof, provided that such approval shall have included a determination by the board of directors or such committee, as the case may be, that such transaction is fair to, and in the best interests of, the Borrower.

ARTICLE 7 EVENTS OF DEFAULT

If any one or more of the following conditions or events shall occur:

(a) *Failure to Make Payments When Due.* Failure by the Borrower to pay (i) when due the principal of any Loan, whether at stated maturity, by acceleration, by notice of voluntary prepayment or otherwise, or (ii) any interest on any Loan or any fee or any other amount due hereunder within five days after the date due;

(b) *Default in Other Agreements.* (i) The Borrower or any Subsidiary shall fail to make any payment or payments (whether of principal, interest, termination payment or other payment obligation) in respect of Indebtedness constituting Material Indebtedness after such payment or payments shall have become immediately due and payable, and all grace periods provided for in the agreements governing such Material Indebtedness shall have expired, or (ii) any other event or condition shall occur which results in the acceleration of the maturity (or, in the case of any Hedge Agreement, the termination) of any Material Indebtedness;

(c) *Breach of Representations, Etc.* Any representation, warranty, certification or other statement made or deemed made by the Borrower or any other Credit Party in any Credit Document or in any notice or certificate at any time given by or on behalf of the Borrower or any other Credit Party in writing pursuant to or in connection with any Credit Document shall be inaccurate as of the date made or deemed made, except insofar as the inaccuracy thereof would not be material and adverse to the creditworthiness of the Borrower or constitute a material breach of any Credit Document from the point of view of a Person extending credit to the Borrower as contemplated hereby;

(d) *Other Defaults Under Credit Documents.* The Borrower or any other Credit Party shall default in the performance of or compliance with any term contained herein or in any of the other Credit Documents giving effect to all materiality and Material Adverse Effect qualifications set forth therein, other than any such term referred to in any other clause of this Article 7, and such default shall not have been remedied, waived or otherwise eliminated within 30 days after receipt by the Borrower of notice from the Administrative Agent or any Lender of such default (unless at any time prior to the exercise by the Lenders of remedies under the last paragraph of this Article 7 such default shall have been waived, remedied or otherwise eliminated);

(e) *Involuntary Bankruptcy; Appointment of Receiver, Etc.* (i) A court of competent jurisdiction shall enter a decree or order for relief in respect of the Borrower or any Material Subsidiary in an involuntary case under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law, which decree or order shall not be stayed; or any other similar relief shall be granted under any applicable Federal or state law; or (ii) an involuntary case shall be commenced against the Borrower or any Material Subsidiary under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the Borrower or any Material Subsidiary, or over all or a substantial part of its property, shall have been entered; or there shall have occurred the involuntary appointment of an interim receiver, trustee or other custodian of the Borrower or any Material Subsidiary for all or a substantial part of its property; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of the Borrower or any Material Subsidiary; and any such event described in this clause (ii) shall continue for 60 days without having been dismissed, bonded or discharged;

(f) *Voluntary Bankruptcy; Appointment of Receiver, Etc.* (i) The Borrower or any Material Subsidiary shall have an order for relief entered with respect to it or shall commence a voluntary case under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law, or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or the Borrower or any Material Subsidiary shall make any assignment for the benefit of creditors; or (ii) the Borrower or any Material Subsidiary shall be unable, or shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due; or the board of directors (or similar governing body) of the Borrower or any Material Subsidiary (or any committee thereof) shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to in this clause (g) or clause (f) above;

(g) *Judgments.* One or more judgments for the payment of money in an aggregate amount in excess of \$100,000,000 (other than any such judgment covered by insurance (other than under a self-insurance program) to the extent a claim therefor has been made in writing and liability therefor has not been denied by the insurer, unless, in the reasonable opinion of the Requisite Lenders, such insurer is not financially sound and the Administrative Agent has notified the Borrower of such determination in writing), shall be rendered against the Borrower, any Material Subsidiary or any combination thereof and the same shall remain undischarged for a period of 60 consecutive days, if at the end of such period execution shall not be effectively stayed;

(h) *Employee Benefit Plans.* There shall occur one or more ERISA Events that have had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(i) *Guarantees and Credit Documents.* At any time after the execution and delivery thereof, (i) any Guarantee purported to be created under any Credit Document for any reason, other than the satisfaction in full of all Obligations, shall cease to be in full force and effect (other than in accordance with its terms or by reason of an act or omission or change in the status of the beneficiary thereof) or shall be declared to be null and void or any Subsidiary Guarantor shall repudiate its obligations thereunder; (ii) this Agreement ceases to be in full force and effect (other than by reason of the satisfaction in full of the Obligations in accordance with the terms hereof or by reason of an act or omission or change in the status of the beneficiary thereof) or shall be declared null and void or (iii) any Credit Party shall contest the validity or enforceability of any Credit Document in writing or deny in writing that it has any further liability under any Credit Document to which it is a party; or

(j) *Permitted Subordinated Indebtedness.* Any Permitted Subordinated Indebtedness or any Guarantee thereof shall cease to be validly subordinated to the Obligations as required hereunder, or any Credit Party or any Affiliate of any Credit Party shall so assert;

THEN, (i) upon the occurrence of any Event of Default described in clauses(e) or (f) of this Article 7, automatically, and (ii) upon the occurrence and during the continuance of any other Event of Default, at the request of (or with the consent of) the Requisite Lenders, upon notice to the Borrower by the Administrative Agent, the Commitments shall terminate and each of the following shall immediately become due and payable, in each case without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by each Credit Party: (A) the unpaid principal amount of and accrued interest on the Loans and (B) all other Obligations.

ARTICLE 8 THE ADMINISTRATIVE AGENT

Section 8.01. Appointment of the Administrative Agent. JPMCB is hereby appointed the Administrative Agent hereunder and under the other Credit Documents and each Lender hereby authorizes JPMCB to act as the Administrative Agent in accordance with the terms hereof and the other Credit Documents. The Administrative Agent hereby agrees to act in its capacity as such upon the express conditions contained herein and the other Credit Documents, as applicable. The provisions of this Article 8 are solely for the benefit of the Administrative Agent and the Lenders, and no Credit Party shall have any rights as a third party beneficiary of any of the provisions thereof. In performing its functions and duties hereunder, the Administrative Agent does not assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for the Borrower or any Subsidiary (it being understood that nothing in this Section 8.01 shall limit the express agreements of the Administrative Agent set forth in this Agreement and the other Credit Documents). As of the Closing Date, J.P. Morgan Securities LLC, in its capacity as Arranger, shall have no obligations, in such capacity, under this Agreement but shall be entitled to all benefits of this Article 8. Notwithstanding anything to the contrary contained in this Agreement, the parties hereto hereby agree that no bookrunner, documentation agent, managing agent or co-agent named on the cover of this Agreement shall have any rights, duties, responsibilities or liabilities in such respective capacity under this Agreement, nor shall any such Person have the authority to take any action hereunder in its capacity as such.

Section 8.02. Powers and Duties. Each Lender irrevocably authorizes the Administrative Agent to take such action on such Lender's behalf and to exercise such powers, rights and remedies hereunder and under the other Credit Documents as are specifically delegated or granted to the Administrative Agent by the terms hereof and thereof, together with such powers, rights and remedies as are reasonably incidental thereto. The Administrative Agent shall have only those duties and responsibilities that are expressly specified herein and the other Credit Documents. The Administrative Agent may exercise such powers, rights and remedies and perform such duties by or through its agents or employees. The Administrative Agent shall not have, by reason hereof or any of the other Credit Documents, a fiduciary relationship in respect of any Lender; and nothing herein or any of the other Credit Documents, expressed or implied, is intended to or shall be so construed as to impose

upon the Administrative Agent any obligations in respect hereof or any of the other Credit Documents except as expressly set forth herein or therein.

Section 8.03. General Immunity. (a) **No Responsibility for Certain Matters.** The Administrative Agent shall not be responsible to any Lender for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency hereof or any other Credit Document or for any representations, warranties, recitals or statements made herein or therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made by the Administrative Agent to the Lenders or by or on behalf of any Credit Party to the Administrative Agent or any Lender in connection with the Credit Documents and the transactions contemplated thereby or for the financial condition or business affairs of any Credit Party or any other Person liable for the payment of any Obligations, nor shall the Administrative Agent be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Credit Documents or as to the use of the proceeds of the Loans or as to the existence or possible existence of any Default or Event of Default or to make any disclosures with respect to the foregoing. Anything contained herein to the contrary notwithstanding, the Administrative Agent shall not have any liability arising from confirmations of the amount of outstanding Loans or the component amounts thereof.

(b) **Exculpatory Provisions.** Neither the Administrative Agent nor any of its Related Parties shall be liable to the Lenders for any action taken or omitted by the Administrative Agent under or in connection with any of the Credit Documents except to the extent caused by the Administrative Agent's gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction. The Administrative Agent shall be entitled to refrain from the taking of any action (including the failure to take an action) in connection herewith or with any of the other Credit Documents or from the exercise of any power, discretion or authority vested in it hereunder or thereunder unless and until the Administrative Agent shall have received instructions in respect thereof from the Requisite Lenders (or such other Lenders as may be required, or as the Administrative Agent shall believe in good faith to be required, to give such instructions under Section 9.05) and, upon receipt of such instructions from the Requisite Lenders (or such other Lenders, as the case may be), the Administrative Agent shall be entitled to act or (where so instructed) refrain from acting, or to exercise such power, discretion or authority, in accordance with such instructions; *provided* that the Administrative Agent shall not be required to take any action that, in its opinion, could expose the Administrative Agent to liability or be contrary to any Credit Document or applicable law. Without prejudice to the generality of the foregoing, (i) the Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any communication, instrument or document believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons, and shall be entitled to rely and shall be protected in relying on opinions and judgments of attorneys (who may be attorneys for the Borrower and the Subsidiaries), accountants, experts and other professional advisors selected by it; and (ii) no Lender shall have any right of action whatsoever against the Administrative Agent as a result of the Administrative Agent

acting or (where so instructed) refraining from acting hereunder or any of the other Credit Documents in accordance with the instructions of the Requisite Lenders (or such other Lenders as may be required, or as the Administrative Agent shall believe in good faith to be required, to give such instructions under Section 9.05). The Administrative Agent shall incur no liability to any Person in acting upon any telephonic notice permitted to be given by the Borrower hereunder that the Administrative Agent believes in good faith to have been given by a duly authorized officer or other person authorized on behalf of the Borrower or for otherwise acting in good faith.

(c) *Delegation of Duties.* The Administrative Agent may perform any and all of its duties and exercise its rights and powers under this Agreement or under any other Credit Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates. The exculpatory, indemnification and other provisions of this Section 8.03 and of Section 8.06 shall apply to the Affiliates of the Administrative Agent and shall apply to their respective activities in connection with the syndication of the credit facility provided for herein as well as activities as the Administrative Agent. All of the rights, benefits, and privileges (including the exculpatory and indemnification provisions) of this Section 8.03 and of Section 8.06 shall apply to any such sub-agent and to the Affiliates of any such sub-agent, and shall apply to their respective activities as sub-agent as if such sub-agent and Affiliates were named herein. Notwithstanding anything herein to the contrary, with respect to each sub-agent appointed by the Administrative Agent, (i) such sub-agent shall be a third party beneficiary under this Agreement with respect to all such rights, benefits and privileges (including exculpatory rights and rights to indemnification) and shall have all of the rights and benefits of a third party beneficiary, including an independent right of action to enforce such rights, benefits and privileges (including exculpatory rights and rights to indemnification) directly, without the consent or joinder of any other Person, against any or all of Credit Parties and the Lenders, (ii) such rights, benefits and privileges (including exculpatory rights and rights to indemnification) shall not be modified or amended without the consent of such sub-agent, and (iii) such sub-agent shall only have obligations to the Administrative Agent and not to any Credit Party, Lender or any other Person, and none of any Credit Party, Lender or any other Person shall have any rights, directly or indirectly, as a third party beneficiary or otherwise, against such sub-agent.

Section 8.04. Administrative Agent Entitled to Act as Lender. Nothing herein or in any other Credit Document shall in any way impair or affect any of the rights and powers of, or impose any duties or obligations upon, the Administrative Agent in its individual capacity as a Lender hereunder. With respect to its Loans, the Administrative Agent shall have the same rights and powers hereunder as any other Lender and may exercise the same as if it were not performing the duties and functions delegated to it hereunder, and the term “**Lender**” shall include the Administrative Agent in its individual capacity. The Administrative Agent and its Affiliates may accept deposits from, lend money to, own securities of, and generally engage in any kind of banking, trust, financial advisory or other business with the

Borrower or any of its Affiliates as if it were not performing the duties specified herein, and may accept fees and other consideration from the Borrower for services in connection herewith and otherwise without having to account for the same to the Lenders.

Section 8.05. Lenders' Representations, Warranties and Acknowledgment. (a) Each Lender represents and warrants that it has made its own independent investigation of the financial condition and affairs of the Borrower and the Subsidiaries in connection with the Loans and that it has made and shall continue to make its own appraisal of the creditworthiness of the Borrower and the Subsidiaries. The Administrative Agent shall not have any duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of the Lenders or to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter, and the Administrative Agent shall not have any responsibility with respect to the accuracy of or the completeness of any information provided to the Lenders.

(b) Each Lender, by delivering its signature page to this Agreement or an Assignment Agreement and funding its Loan on any Credit Date, shall be deemed to have acknowledged receipt of, and consented to and approved, each Credit Document and each other document required to be approved by the Administrative Agent, the Requisite Lenders or the Lenders, as applicable, on the Closing Date.

Section 8.06. Right to Indemnity. Each Lender, in proportion to its Pro Rata Share, severally agrees to indemnify the Administrative Agent (and any sub-agent thereof) and any Related Party of any of the foregoing, to the extent that the Administrative Agent (or any sub-agent thereof) or any such Related Party shall not have been reimbursed by any Credit Party, for and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including fees and disbursements of counsel) or disbursements of any kind or nature whatsoever that may be imposed on, incurred by or asserted against the Administrative Agent (or any sub-agent thereof) or any such Related Party in exercising the powers, rights and remedies, or performing the duties, of the Administrative Agent under the Credit Documents or otherwise in relation to the capacity of the Administrative Agent as such; *provided* that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction. If any indemnity furnished to the Administrative Agent for any purpose shall, in the opinion of the Administrative Agent, be insufficient or become impaired, the Administrative Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished; *provided* that in no event shall this sentence require any Lender to indemnify the Administrative Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement in excess of such Lender's Pro Rata Share thereof; and *provided further* that this sentence shall not be deemed to require any Lender to indemnify the Administrative Agent against any liability, obligation, loss, damage,

penalty, action, judgment, suit, cost, expense or disbursement described in the proviso in the immediately preceding sentence. For purposes of this Section 8.06, “**Pro Rata Share**” shall be determined as of the time that the applicable indemnity payment is sought (or, in the event at such time all the Commitments shall have terminated and all the Loans shall have been repaid in full, as of the time most recently prior thereto determined by the Administrative Agent).

Section 8.07. Successor Administrative Agent. The Administrative Agent shall have the right to resign at any time by giving prior written notice thereof to Lenders and the Borrower and the Administrative Agent may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Borrower and the Administrative Agent and signed by the Requisite Lenders. The Administrative Agent shall have the right to appoint a financial institution to act as the Administrative Agent hereunder, subject to the reasonable satisfaction of the Borrower and the Requisite Lenders, and the Administrative Agent’s resignation shall become effective on the earliest of (a) 30 days after delivery of the notice of resignation, (b) the acceptance of such successor Administrative Agent by the Borrower and the Requisite Lenders or (c) such other date, if any, agreed to by the Requisite Lenders. Upon any such notice of resignation or any such removal, if a successor Administrative Agent has not already been appointed by the retiring Administrative Agent, the Requisite Lenders shall have the right, upon five Business Days’ notice to the Borrower, to appoint a successor Administrative Agent. If neither the Requisite Lenders nor the Administrative Agent has appointed a successor Administrative Agent, the Requisite Lenders shall be deemed to have succeeded to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent. Upon the acceptance of any appointment as the Administrative Agent hereunder by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent and the retiring or removed Administrative Agent shall promptly transfer to such successor Administrative Agent all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Administrative Agent under the Credit Documents, whereupon such retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder. After any retiring or removed Administrative Agent’s resignation or removal hereunder as the Administrative Agent, the provisions of this Article 8 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent hereunder.

Section 8.08. Withholding Taxes. To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding tax. If the Internal Revenue Service or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold tax from amounts paid to or for the account of any Lender because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance which rendered the exemption from, or reduction of, withholding tax ineffective or for any other reason, such Lender shall indemnify the Administrative

Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as tax or otherwise, including any penalties or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred.

ARTICLE 9
MISCELLANEOUS

Section 9.01. Notices. (a) *Generally.* Any notice or other communication hereunder given to the Borrower, the Administrative Agent or any Lender that is a party hereto on the date hereof shall be given to such Person at its address as set forth on Schedule 9.01 or, in the case of any other Lender, at such address as shall have been provided by such Lender to the Administrative Agent in writing. Except in the case of notices and other communications expressly permitted to be given by telephone and as otherwise provided in paragraph (b) below, each notice or other communication hereunder shall be in writing and shall be delivered by hand or sent by facsimile, courier service or United States mail and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, upon receipt of facsimile or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed; *provided* that no notice or other communication given to the Administrative Agent shall be effective until received by it; and *provided further* that any such notice or other communication shall, at the request of the Administrative Agent, be provided to any sub-agent thereof appointed pursuant to Section 8.03(c) from time to time. Any party hereto may change its address (including fax or telephone number) for notices and other communications hereunder by notice to each of the other parties hereto.

(b) *Electronic Communications.*

(i) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites, including the Platform) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices to any Lender pursuant to Article 2 if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications or rescinded by such Person by notice to each other such Person. Unless the Administrative Agent otherwise prescribes, (A) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); *provided* that if such notice or other communication is not sent during the normal business hours of the recipient,