

**“Plan”** means at a particular time, any employee benefit plan as defined in Section 3(3) of ERISA (whether or not subject to ERISA but excluding a Foreign Plan) and in respect of which the Borrower, any of its Subsidiaries or any “Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA, including a Multiemployer Plan.

**“Plan Asset Regulations”** means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA.

**“Platform”** has the meaning set forth in Section 10.2(c).

**“Pledged Securities”** has the meaning set forth in the Guarantee and Collateral Agreement.

**“Pledged Stock”** has the meanings set forth in the Guarantee and Collateral Agreement.

**“Prime Rate”** means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

**“Property”** means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including Capital Stock and Intellectual Property.

**“PTE”** means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

**“Public Information”** has the meaning set forth in Section 10.2(c).

**“Public Lender”** has the meaning set forth in Section 10.2(c).

**“QFC Credit Support”** has the meaning set forth in Section 10.24.

**“Qualified Capital Stock”** means any Capital Stock that is not Disqualified Capital Stock.

**“Rate Determination Notice”** has the meaning set forth in Section 2.22.

**“Real Property”** means collectively, all right, title and interest of the Borrower or any other Subsidiary in and to any and all parcels of real property owned or operated by the Borrower or any other Subsidiary together with all improvements and appurtenant fixtures, easements and other property and rights incidental to the ownership, lease or operation thereof.

**“Recovery Event”** means any settlement of or payment in respect of any Property or casualty insurance claim or any condemnation proceeding relating to any asset of the Borrower or any Domestic Subsidiary that is a Restricted Subsidiary, in an amount for each such event exceeding \$15,000,000.

**“Reference Time”** with respect to any setting of the then-current Benchmark means (1) if such Benchmark is LIBO Rate, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such setting, (2) if such Benchmark is EURIBOR Rate, 11:00 a.m. Brussels time two TARGET

Days preceding the date of such setting, (3) if such Benchmark is TIBOR Rate, 11:00 a.m. Japan time two Business Days preceding the date of such setting, (4) if such Benchmark is AUD Rate, 11:00 a.m. Sydney, Australia time two Business Days preceding the date of such setting, (5) if such Benchmark is CDOR Rate, 11:00 a.m. Toronto, Ontario time two Business Days preceding the date of such setting, (6) if such Benchmark is SONIA, then 4 Business Days prior to such setting or (7) if such Benchmark is none of the LIBO Rate, the EURIBOR Rate, the TIBOR Rate, CDOR Rate, AUD Rate or SONIA, the time determined by the Administrative Agent in its reasonable discretion.

***“Refinanced Revolving Commitments”*** has the meanings set forth in Section 10.1(d).

***“Refinanced Term Loans”*** has the meaning set forth in Section 10.1(c).

***“Refinancing”*** means the repayment of Indebtedness under and termination of the Existing Credit Agreement on the Closing Date.

***“Refinancing Revolving Commitments”*** has the meaning set forth in Section 10.1(d).

***“Refinancing Term Loans”*** has the meaning set forth in Section 10.1(c).

***“Register”*** has the meaning set forth in Section 10.6(b)(iv).

***“Regulation U”*** means Regulation U of the Board as in effect from time to time.

***“Reimbursement Obligation”*** means the obligation of the Borrower to reimburse an Issuing Lender pursuant to Section 3.5 for amounts drawn under Letters of Credit issued by such Issuing Lender.

***“Reinvestment Deferred Amount”*** means with respect to any Reinvestment Event, the aggregate Net Cash Proceeds received by any Loan Party for its own account in connection therewith that are not applied to prepay the Term Loans pursuant to Section 2.12 as a result of the delivery of a Reinvestment Notice.

***“Reinvestment Event”*** means any Asset Sale or Recovery Event in respect of which a Loan Party has delivered a Reinvestment Notice.

***“Reinvestment Notice”*** means a written notice signed on behalf of any Loan Party by a Responsible Officer stating that such Loan Party (directly or indirectly through a Subsidiary) intends and expects to use all or a specified portion of the Net Cash Proceeds of an Asset Sale or Recovery Event to acquire assets or make investments useful in the Business.

***“Reinvestment Prepayment Amount”*** means with respect to any Reinvestment Event, the Reinvestment Deferred Amount (or the relevant portion thereof, as contemplated by clause (ii) of the definition of “Reinvestment Prepayment Date”) relating thereto *less* any amount contractually committed by the applicable Loan Party (directly or indirectly through a Subsidiary) to be expended prior to the relevant Reinvestment Prepayment Date (a ***“Committed Reinvestment Amount”***), or actually expended prior to such date, in each case to acquire assets or make investments useful in the Business.

***“Reinvestment Prepayment Date”***: with respect to any Reinvestment Event, the earlier of (i) the date occurring 18 months after the receipt of the Net Cash Proceeds of such Reinvestment Event (or, if the Borrower or the relevant Restricted Subsidiary, as applicable, has contractually committed within 18 months following receipt of such Net Cash Proceeds to reinvest such Net Cash Proceeds, then within 24

months following receipt of such Net Cash Proceeds) and (ii) with respect to any portion of a Reinvestment Deferred Amount, the date that is three Business Days following the date on which any Loan Party shall have determined not to acquire assets or make investments useful in the Business with such portion of such Reinvestment Deferred Amount.

**“Related Business Assets”** means assets (other than cash or Cash Equivalents) used or useful in a Permitted Business; *provided* that any assets received by the Borrower or a Restricted Subsidiary in exchange for assets transferred by the Borrower or a Restricted Subsidiary shall not be deemed to be Related Business Assets if they consist of securities of a Person, unless upon receipt of the securities of such Person, such Person would become a Restricted Subsidiary.

**“Release”** means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment or within or upon any building, structure or facility.

**“Relevant Governmental Body”** means (i) with respect to a Benchmark Replacement in respect of Loans denominated in US Dollars, the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto, (ii) with respect to a Benchmark Replacement in respect of Loans denominated in Sterling, the Bank of England, or a committee officially endorsed or convened by the Bank of England or, in each case, any successor thereto, (iii) with respect to a Benchmark Replacement in respect of Loans denominated in Euros, the European Central Bank, or a committee officially endorsed or convened by the European Central Bank or, in each case, any successor thereto, (iv) with respect to a Benchmark Replacement in respect of Loans denominated in Yen, the Bank of Japan, or a committee officially endorsed or convened by the Bank of Japan or, in each case, any successor thereto, and (v) with respect to a Benchmark Replacement in respect of Loans denominated in any other currency, (a) the central bank for the currency in which such Benchmark Replacement is denominated or any central bank or other supervisor which is responsible for supervising either (1) such Benchmark Replacement or (2) the administrator of such Benchmark Replacement or (b) any working group or committee officially endorsed or convened by (1) the central bank for the currency in which such Benchmark Replacement is denominated, (2) any central bank or other supervisor that is responsible for supervising either (A) such Benchmark Replacement or (B) the administrator of such Benchmark Replacement, (3) a group of those central banks or other supervisors or (4) the Financial Stability Board or any part thereof.

**“Relevant Rate”** means (i) with respect to any Term Benchmark Borrowing denominated in US Dollars, the LIBO Rate, (ii) with respect to any Term Benchmark Borrowing denominated in Euros, the EURIBOR Rate, (iii) with respect to any Term Benchmark Borrowing denominated in Yen, the TIBOR Rate, (iv) with respect to any Term Benchmark Borrowing denominated in Canadian Dollars, the CDOR Rate, (v) with respect to any Term Benchmark Borrowing denominated in Australian Dollars, the AUD Rate, or (vi) with respect to any Borrowing denominated in Sterling, Daily Simple SONIA.

**“Relevant Screen Rate”** means (i) with respect to any Term Benchmark Borrowing denominated in US Dollars, the LIBO Screen Rate, (ii) with respect to any Term Benchmark Borrowing denominated in Euros, the EURIBOR Screen Rate, (iii) with respect to any Term Benchmark Borrowing denominated in Yen, the TIBOR Screen Rate, (iv) with respect to any Term Benchmark Borrowing denominated in Canadian Dollars, the CDOR Screen Rate and (v) with respect to any Term Benchmark Borrowing denominated in Australian Dollars, the AUD Screen Rate, as applicable.

**“Replaced Lender”** has the meaning set forth in Section 2.24.

**“Reportable Event”** means any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty day notice period is waived by the PBGC in accordance with the regulations thereunder.

**“Representatives”** has the meaning set forth in Section 10.14.

**“Repricing Transaction”** means other than in connection with a transaction involving a Change of Control or a Transformative Acquisition, any prepayment of the Initial Tranche B Term Loans using proceeds of Indebtedness incurred by the Borrower or one or more Subsidiaries from a substantially concurrent issuance or incurrence of secured, syndicated term loans with an average annual amortization of less than 5.0% provided by one or more banks, financial institutions or other Persons for which the Yield payable thereon is lower than the Yield with respect to the Initial Tranche B Term Loans on the date of such optional prepayment or any amendment, amendment and restatement or any other modification of this Agreement that reduces the Yield with respect to any Initial Tranche B Term Loans; *provided* that the primary purpose of such prepayment, amendment, amendment and restatement or modification, as reasonably determined by the Borrower in good faith, is to decrease the Yield applicable to the Initial Tranche B Term Loans.

**“Required Lenders”** means at any time, the holders of more than 50% of (a) until the Closing Date, the Commitments then in effect and (b) thereafter, the sum of (i) the aggregate unpaid principal amount of the Term Loans and unused Commitments in respect thereof, if any, then outstanding, (ii) the Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Revolving Extensions of Credit then outstanding, (iii) the New Loan Commitments then in effect in respect of any New Facility that is a revolving credit facility or, if such New Loan Commitments have been terminated, the New Revolving Loans in respect thereof then outstanding and (iv) the Extended Revolving Commitments then in effect in respect of any Extended Revolving Facility or, if such Extended Revolving Commitments have been terminated, the Extended Loans in respect thereof then outstanding; *provided, however*, that determinations of the “Required Lenders” shall exclude any Commitments or Loans held by Defaulting Lenders.

**“Required Prepayment Lenders”** means the holders of more than 50% of the aggregate unpaid principal amount of the Term Loans; *provided, however*, that determinations of the “Required Prepayment Lenders” shall exclude any Term Loans held by Defaulting Lenders.

**“Required Pro Rata Lenders”** means, collectively, the Required Revolving Lenders and the Required Tranche A Term Lenders.

**“Required Revolving Lenders”** means at any time, the holders of more than 50% of (a) until the Closing Date, the Commitments then in effect and (b) thereafter, the sum of (i) the Revolving Commitments then in effect or, if the Revolving Commitments have been terminated, the Revolving Extensions of Credit then outstanding, (ii) the New Loan Commitments then in effect in respect of any New Facility that is a revolving credit facility or, if such New Loan Commitments have been terminated, the New Revolving Loans in respect thereof then outstanding and (iii) the Extended Revolving Commitments then in effect in respect of any Extended Revolving Facility or, if such Extended Revolving Commitments have been terminated, the Extended Loans in respect thereof then outstanding; *provided, however*, that determinations of the “Required Revolving Lenders” shall exclude any Revolving Commitments or Revolving Loans held by Defaulting Lenders.

**“Required Tranche A Term Lenders”** means at any time, the holders of more than 50% of (a) until the Closing Date, the Tranche A Term Commitments then in effect and (b) thereafter, the aggregate unpaid

principal amount of the Tranche A Term Loans then outstanding; *provided, however*, that determinations of the “Required Tranche A Term Lenders” shall exclude any Tranche A Term Loans held by Defaulting Lenders.

“**Requirement of Law**” means as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

“**Resolution Authority**” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“**Responsible Officer**” means the chief executive officer, president, chief financial officer (or similar title), director of finance (or similar title), controller or treasurer (or similar title) of the Borrower and, with respect to financial matters, the chief financial officer (or similar title), director of finance (or similar title), controller or treasurer (or similar title) of the Borrower and, solely for purposes of notices given pursuant to Article II, any other officer or employee of the Borrower so designated by any of the foregoing officers in a notice to the Administrative Agent or pursuant to an agreement between the Borrower and the Administrative Agent.

“**Reston Property**” means that certain Real Property located at 1891 Metro Center Drive, Reston, Virginia 20190 and owned by the Borrower on the Closing Date.

“**Restricted Payments**” has the meaning set forth in Section 7.6.

“**Restricted Subsidiary**” means any Subsidiary of the Borrower which is not an Unrestricted Subsidiary.

“**Retained Excess Cash Flow**” means as at any date, the aggregate cumulative amount for the ECF Periods ended prior to such date, not less than zero, of, with respect to each ECF Period, 100% of Excess Cash Flow for such ECF Period minus the Excess Cash Flow Application Amount (if any) for such ECF Period.

“**Revaluation Date**” means (a) with respect to any Loan denominated in any Alternative Currency, each of the following: (i) the date of the Borrowing of such Loan and (ii) with respect to any Term Benchmark Loan, each date of a conversion into or continuation of such Loan pursuant to the terms of this Agreement; (b) with respect to any Letter of Credit denominated in an Alternative Currency, each of the following: (i) the date on which such Letter of Credit is issued, (ii) the first Business Day of each calendar month and (iii) the date of any amendment of such Letter of Credit that has the effect of increasing the face amount thereof; and (c) any additional date as the Administrative Agent may determine at any time when an Event of Default exists.

“**Revolving Commitment Increase**” has the meaning set forth in Section 2.25(a).

“**Revolving Commitment Period**” means the period from and including the Closing Date to the Revolving Termination Date.

“**Revolving Commitments**” means with respect to any Revolving Lender, the obligation of such Lender, if any, to make Revolving Loans, participate in Swing Line Loans and participate in Letters of Credit in an aggregate principal and/or face amount not to exceed the amount set forth under the heading

“Revolving Commitment” opposite such Lender’s name on Schedule 2.1, or, as the case may be, in the Assignment and Assumption, Joinder Agreement or Lender Joinder Agreement pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to an Extension Amendment, an Increase Supplement or otherwise pursuant to the terms hereof. The aggregate amount of the Revolving Commitments as of the Closing Date is \$600,000,000.

“**Revolving Extensions of Credit**” means as to any Revolving Lender at any time, an amount equal to the sum of, without duplication (a) the aggregate principal amount of all Revolving Loans held by such Lender then outstanding, (b) such Lender’s Revolving Percentage of the L/C Obligations then outstanding and (c) such Lender’s Revolving Percentage of the Swing Line Loans then outstanding, in each case, such amount being determined as the Dollar Equivalent amount.

“**Revolving Facility**” has the meaning set forth in the definition of “Facility.”

“**Revolving Lender**” means each Lender that has a Revolving Commitment or that holds Revolving Loans.

“**Revolving Loans**” has the meaning set forth in Section 2.4(a).

“**Revolving Percentage**” means as to any Revolving Lender at any time, the percentage which such Lender’s Revolving Commitment then constitutes of the aggregate Revolving Commitments or, at any time after the Revolving Commitments shall have expired or terminated, the percentage which such Revolving Lender’s Revolving Extensions of Credit then outstanding constitutes of the aggregate Revolving Extensions of Credit then outstanding.

“**Revolving Termination Date**” means May 28, 2026.

“**Rollover Indebtedness**” means Indebtedness of a Loan Party issued to any Lender in lieu of such Lender’s pro rata portion of any repayment of Term Loans made pursuant to Section 2.11 or Section 2.12 so long as (other than in connection with a refinancing in full of the Facilities) the terms of such Indebtedness shall be of a type permitted by, and shall comply with the proviso set forth in, the definition of “Permitted Refinancing Obligations”.

“**S&P**” means Standard & Poor’s Ratings Group, Inc., a division of McGraw Hill Companies, Inc., or any successor to the rating agency business thereof.

“**Same Day Funds**” means (a) with respect to disbursements and payments in US Dollars, immediately available funds, and (b) with respect to disbursements and payments in an Alternative Currency, same day or other funds reasonably available to the Borrower as may be determined by the Administrative Agent or the applicable Issuing Lender, as the case may be, to be customary in the place of disbursement or payment for the settlement of international banking transactions in the relevant Alternative Currency.

“**Sanctions**” means any international economic sanction administered or enforced by the United States Government (including without limitation, OFAC), the European Union, Her Majesty’s Treasury, The United Nations, or other relevant sanctions authority.

“**SEC**” means the Securities and Exchange Commission (or successors thereto or an analogous Governmental Authority).

**“Section 2.26 Additional Amendment”** has the meaning set forth in Section 2.26(c).

**“Secured Parties”** means collectively, the Lenders (including the Swing Line Lender), the Administrative Agent, the Collateral Agent, any Issuing Lender, any other holder from time to time of any of the Obligations and, in each case, their respective successors and permitted assigns.

**“Securities Act”** means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

**“Security”** has the meaning set forth in the Guarantee and Collateral Agreement.

**“Security Documents”** means the Guarantee and Collateral Agreement and all other security documents (including any Mortgages and Intellectual Property security agreements) hereafter delivered to the Administrative Agent or the Collateral Agent purporting to grant a Lien on any Property of any Loan Party to secure the Obligations.

**“Significant Subsidiaries”** means Restricted Subsidiaries of the Borrower constituting, individually or in the aggregate (as if such Restricted Subsidiaries constituted a single Subsidiary), a “significant subsidiary” of the Borrower within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC, as in effect on the date hereof.

**“Single Employer Plan”** means any Plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA and in respect of which the Borrower or any of its Subsidiaries or any Commonly Controlled Entity is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

**“SOFR”** means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator’s Website on the immediately succeeding Business Day.

**“SOFR Administrator”** means the NYFRB (or a successor administrator of the secured overnight financing rate).

**“SOFR Administrator’s Website”** means the NYFRB’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

**“Solvent”** means with respect to any Person, as of any date of determination, (a) the amount of the “present fair saleable value” of the assets of such Person, on a consolidated basis, will, as of such date, not be less than the amount of all “liabilities of such Person, contingent or otherwise”, as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the solvency of debtors, (b) the present fair saleable value of the assets of such Person, on a consolidated basis, will, as of such date, not be less than the amount that will be required to pay the liability of such Person on its debts as such debts become absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital, on a consolidated basis, with which to conduct its business and (d) such Person will be able to pay its debts as they mature. For purposes of this definition, (i) **“debt”** means liability on a “claim”, (ii) **“claim”** means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such

breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured and (iii) except as otherwise provided by applicable law, the amount of “*contingent liabilities*” at any time shall be the amount thereof which, in light of all the facts and circumstances existing at such time, can reasonably be expected to become actual or matured liabilities.

“*SONIA*” means, with respect to any Business Day, a rate per annum equal to the Sterling Overnight Index Average for such Business Day published by the SONIA Administrator on the SONIA Administrator’s Website on the immediately succeeding Business Day.

“*SONIA Administrator*” means the Bank of England (or any successor administrator of the Sterling Overnight Index Average).

“*SONIA Administrator’s Website*” means the Bank of England’s website, currently at <http://www.bankofengland.co.uk>, or any successor source for the Sterling Overnight Index Average identified as such by the SONIA Administrator from time to time.

“*SONIA Borrowing*” means, as to any Borrowing, the SONIA Loans comprising such Borrowing.

“*SONIA Business Day*” means, for any SONIA Loan, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which banks are closed for general business in London.

“*SONIA Interest Day*” has the meaning specified in the definition of “Daily Simple SONIA”.

“*SONIA Loan*” means a Loan that bears interest at a rate based on Daily Simple SONIA.

“*Specified Event of Default*” shall mean an Event of Default arising under Section 8.1(a) or 8.1(f).

“*Specified Existing Tranche*” has the meaning set forth in Section 2.26(a).

“*Specified Foreign Currency L/C Agreements*” means any Foreign Currency L/C Agreement (a) entered into by (i) the Borrower or any Restricted Subsidiary and (ii) any Lender or any Affiliate of any Lender (or any Lender or any Affiliate thereof at the time such Specified Foreign Currency L/C Agreement was entered into, as counterparty) or any other letter of credit provider designated by the Borrower by written notice to the Administrative Agent, and (b) that has been designated by such Lender (or such other letter of credit provider) and the Borrower, by notice to the Administrative Agent, as a Specified Foreign Currency L/C Agreement; provided that Indebtedness of the Borrower or any of its Restricted Subsidiaries in respect of Specified Foreign Currency L/C Agreements shall not exceed the amount permitted by Section 7.2(aa). The designation of any Foreign Currency L/C Agreement as a Specified Foreign Currency L/C Agreement shall not create in favor of the Lender or Affiliate thereof that is a party thereto (or their successor or assigns) any rights in connection with the management or release of any Collateral or of the obligations of any Guarantor under the Guarantee and Collateral Agreement. For the avoidance of doubt, all Foreign Currency L/C Agreements in existence on the Closing Date between the Borrower or any Restricted Subsidiary and any Lender, as listed on Schedule 1.1B, shall constitute Specified Foreign Currency L/C Agreements.

“*Specified Hedge Agreement*” means any Hedge Agreement (a) entered into by (i) the Borrower or any Restricted Subsidiary and (ii) any Person that was a Lender or any Affiliate thereof at the time such Hedge Agreement was entered into, as counterparty and (b) that has been designated by such Lender and the Borrower, by notice to the Administrative Agent, as a Specified Hedge Agreement; *provided* that such



notice shall not be required for any Hedge Agreement for which the Administrative Agent or an Affiliate thereof is a counterparty. The designation of any Hedge Agreement as a Specified Hedge Agreement shall not create in favor of the Lender or Affiliate thereof that is a party thereto (or their successors or assigns) any rights in connection with the management or release of any Collateral or of the obligations of any Guarantor under the Guarantee and Collateral Agreement. For the avoidance of doubt, all Hedge Agreements in existence on the Closing Date between the Borrower or any Restricted Subsidiary and any Lender, as listed on Schedule 1.1C, shall constitute Specified Hedge Agreements.

**“Specified Representations”** shall mean Sections 4.3, 4.4(a), 4.4(c), 4.11, 4.13, 4.17, 4.18 and 4.19.

**“Stated Maturity”** means with respect to any Indebtedness, the date specified in such Indebtedness as the fixed date on which the payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the re-purchase or repayment of such Indebtedness at the option of the holder thereof upon the happening of any contingency).

**“Statutory Reserve Rate”** means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Federal Reserve Board to which the Administrative Agent is subject with respect to the Adjusted LIBO Rate, Adjusted EURIBOR Rate, Adjusted TIBOR Rate, Adjusted CDOR Rate or Adjusted AUD Rate, as applicable, for eurocurrency funding (currently referred to as “Eurocurrency liabilities” in Regulation D) or any other reserve ratio or analogous requirement of any central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the funding of the Loans. Such reserve percentage shall include those imposed pursuant to Regulation D. Term Benchmark Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

**“Sterling”** and **“£”** mean the lawful currency of the United Kingdom.

**“Subsidiary”** means as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the Board of Directors of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person; *provided* that any joint venture that is not required to be consolidated with the Borrower and its consolidated Subsidiaries in accordance with GAAP shall not be deemed to be a “Subsidiary” for purposes hereof. Unless otherwise qualified, all references to a **“Subsidiary”** or to **“Subsidiaries”** in this Agreement shall refer to a direct or indirect Subsidiary or Subsidiaries of the Borrower.

**“Supplemental Term Loan Commitments”** has the meaning set forth in Section 2.25(a).

**“Supported QFC”** has the meaning set forth in Section 10.24.

**“Swap Obligation”** means, with respect to any Subsidiary which is a Loan Party, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

**“Swing Line Borrowing”** means a borrowing consisting of a Swing Line Loan made by the Swing Line Lender pursuant to Section 2.6.

**“Swing Line Lender”** means JPMorgan Chase Bank, N.A., in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

**“Swing Line Loan”** has the meaning specified in Section 2.6(a).

**“Swing Line Loan Notice”** means a notice of a Swing Line Loan pursuant to Section 2.6(b), which, if in writing, shall be substantially in the form of Exhibit H or such other form as may be agreed between the Borrower and the Administrative Agent.

**“Swing Line Sublimit”** means \$50,000,000. The Swing Line Sublimit is part of, and not in addition to, the Revolving Facility.

**“TARGET2”** means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on November 19, 2007.

**“TARGET Day”** means any day on which TARGET2 (or, if such payment system ceases to be operative, such other payment system, if any, determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euro.

**“Target Specified Representations”** means such of the representations and warranties made by VES Group, Inc. or its affiliates in the Closing Date Acquisition Agreement as are material to the interests of the Lenders (in their capacities as such), but only to the extent that the Borrower or its affiliates has the right to terminate the obligations of the Borrower or its affiliates (or to refuse to consummate the Closing Date Acquisition) under the Closing Date Acquisition Agreement as a result of the failure of such representations to be accurate.

**“Taxes”** means all present and future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

**“Term Benchmark”** when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted LIBO Rate, the Adjusted EURIBOR Rate, the Adjusted TIBOR Rate, the Adjusted AUD Rate or the Adjusted CDOR Rate.

**“Term Benchmark Tranche”** means the collective reference to Term Benchmark Loans under a particular Facility denominated in the same currency and the then current Interest Periods with respect to all of which begin on the same date and end on the same later date (whether or not such Loans shall originally have been made on the same day).

**“Term Lenders”** means the collective reference to the Tranche A Term Lenders and the Tranche B Term Lenders.

**“Term Loans”** means the collective reference to the Tranche A Term Loans and the Tranche B Term Loans.